ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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

November 4, 2025

PRESENTATION (9:00 A.M.)

Chair Chaffee with the Veterans Alliance of Orange County (VALOR) will be recognizing Veterans Day

Continued to 11/18/25, 9:00 a.m.
Chair Chaffee will be presenting resolutions recognizing November as "Adoption Awareness Month"

DISCUSSION

4. Deleted

6. Deleted

7. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by *District Attorney and OC Waste & Recycling* in 11/4/25 grant report and other actions as recommended; *and adopt resolutions authorizing District Attorney or designee to execute grant award agreements and amendments with California Department of Insurance for Disability and Healthcare Insurance Fraud Program ($1,095,984) and for Automobile Insurance Fraud Program ($1,472,050)* - All Districts

PUBLIC HEARINGS

10. Deleted

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

Item: 7

Supplemental Item(s)

S9A. **District Attorney** - Approve contract MA-026-26010398 with Gartner, Inc. for Case Management System implementation project management consulting services, three-year term ($550,900); and authorize County Procurement Officer or Deputized designee to execute contract - All Districts

S9B. **District Attorney** - Approve contract MA-026-25011071 with Journal Technologies, Inc. for implementation, maintenance and support of new Case Management System, 27-month term for implementation and five-year term for maintenance and support ($13,427,939); renewable for three additional one-year terms; and authorize County Procurement Officer or Deputized designee to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract – All Districts

Document last updated: 11/3/2025 9:06 AM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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

S9C. Revised Title to read:
~~**County Counsel**~~ ***Vice Chair Foley and Supervisor Wagner*- 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 11/18/25, 9:30 a.m. - All Districts (Continued from 10/28/25, Item 20)

S9D. **Supervisor Nguyen** - Consider first reading of "An Ordinance of the County of Orange, California, Amending Sections 4-11-2, 4-11-7, and 4-11-16 of the Codified Ordinances of the County of Orange, Regarding Contracting by the Orange County Health Authority"; and set second reading and adoption for 11/18/25, 9:30 a.m.

S9E. **Sheriff-Coroner** - Approve contract MA-060-26010091 with PVP Communications Inc for motorcycle helmet communications equipment, 11/16/25 - 11/15/28 ($406,500); renewable for two additional one-year terms; and authorize County Procurement Officer or Deputized designee to execute contract - Districts 2, 3, 4, and 5

S9F. **Vice Chair Foley** - Approve allocation of $25,000 from Fifth District discretionary funds to Orange County United Way; 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

S9G. **Vice Chair Foley** - Approve allocation of $25,000 from Fifth District discretionary funds to Laguna Dance Festival; 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

S9H. **Vice Chair Foley** – Orange County Older Adults Advisory Commission – Appoint Meredith Chillemi, Laguna Niguel, for term concurrent with 5th District Supervisor's term of office

S9I. **Supervisor Sarmiento** - Approve use of $30,000 from Second District, Budget Control 007 to The Friendly Center; 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

Document last updated: 11/3/2025 9:06 AM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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

~~S9D~~. *S12A*. **OC Public Works** - Public Hearing to consider adopting resolutions and second readings and adoption of "An Ordinance of the County of Orange, California, Repealing the International Building Code, 2021 Edition; the California Building Code, 2022 Edition; the California Residential Code 2022 Edition; the California Energy Code, 2022 Edition; the California Green Building Standards Code, 2022 Edition; the California Historical Building Code, 2022 Edition; the California Existing Building Code, 2022 Edition; Repealing Ordinance 22-004 and adopting by reference the California Building Code, 2025 Edition; the International Building Code, 2024 Edition; the California Residential Code, 2025 Edition; the California Energy Code, 2025 Edition; the California Green Building Standards Code, 2025 Edition; the California Historical Building Code, 2025 Edition; the California Existing Building Code, 2025 Edition; and the California Wildland-Urban Interface Code, 2025 Edition with Amendments Thereto."; "An Ordinance of the County of Orange, California, Repealing the 2021 Edition of the Uniform Plumbing Code, Repealing the 2022 Edition of the California Plumbing Code Repealing Ordinance 22-005, and adopting by reference the Uniform Plumbing Code, 2024 Edition and the California Plumbing Code, 2025 Edition, Including Appendices, with Amendments Thereto."; "An Ordinance of the County of Orange, California Repealing the 2021 Edition of the Uniform Mechanical Code, Repealing the 2022 Edition of the California Mechanical Code, Repealing Ordinance 22-006 and adopting by reference the Uniform Mechanical Code, 2024 Edition, and the California Mechanical Code, 2025 Edition, Amendments Thereto."; "An Ordinance of the County of Orange, California Repealing the National Electrical Code, 2020 Edition, Repealing the California Electrical Code, 2022 Edition, Repealing Ordinance 22-007 and adopting by reference the National Electrical Code, 2023 Edition and the California Electrical Code, 2025 Edition with Amendments Thereto."; "An Ordinance of the County of Orange, California Repealing the California Fire Code, 2022 Edition Ordinance 22-008 and adopting by reference the California Fire Code, 2025 Edition with Appendix B, BB, C, CC, and H and Amendments Thereto." - All Districts (Continued from 10/28/25, Item 27)

SCS1. **County Executive Office** - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957(b):
Title: Director of Office of Independent Review

SCS2. **County Executive Office** - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:
Agency Negotiator: Jamie Newton
Unrepresented Employee: Director of Office of Independent Review

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Jeremy Holloway v. County of Orange, et al, United States District Court Case No. 8:19-cv-01514-DOC-DFM

SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: D.R. v. County of Orange, Orange County Superior Court Case No. 30-2022-01263856-CU-PA-CJC

Document last updated: 11/3/2025 9:06 AM

BOARD OF SUPERVISORS

MEMORANDUM

RECEIVED
2025 OCT 22 AM 11:27
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

10/21/2025

Doug Chaffee

To: Robin Stieler, Clerk of the Board

From: Chair Doug Chaffee, Fourth District

Subject: Presentation Item for November 4, 2025, Board of Supervisors Meeting – VALOR Presentation for Veteran s Day

---

Chair Doug Chaffee requests a presentation be added to the agenda for the November 4, 2025, Board of Supervisors meeting. The title should read:

Chair Chaffee with the Veterans Alliance of Orange County (VALOR) will be recognizing Veterans Day

Continuation or Deletion Request

Date: **10/30/2025**

To: Clerk of the Board of Supervisors

From: **Chair Doug Chaffee, Fourth District Supervisor**

Re: ASR Control #:_____, Meeting Date 11/4/2025 Agenda Item No. # _____

Subject: **Chair Chaffee Recognizing November as "Adoption Awareness Month"**

☒ Request to continue Agenda Item No. # _____ to the 11/18/2025 Board Meeting.

Comments: Continuation of Adoption Awareness Month Presentation to the 11/18/2025 Board Meeting

☐ Request deletion of Agenda Item No. # _____

Comments:

RECEIVED
2025 OCT 30 AM 10:40
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

MEMORANDUM

10/21/2025

RECEIVED
2025 OCT 22 AM 11:38
COUNTY OF ORANGE
BOARD OF SUPERVISORS

To: Robin Stieler, Clerk of the Board

From: Chair Doug Chaffee, Fourth District

Subject: Presentation Item for November 4, 2025, Board of Supervisors Meeting – Adoption Awareness Month

---

Chair Doug Chaffee requests a presentation be added to the agenda for the November 4, 2025, Board of Supervisors meeting. The title should read:

Chair Chaffee will be presenting a resolution recognizing November as Adoption Awareness Month

County of Orange
National Adoption Awareness Month
November 2025

Whereas, all children need love, support, safety and a place to call home; and,

Whereas, in Orange County, most of the children removed from their birth families due to abuse or neglect will be successfully reunified with their birth families; and,

Whereas, unfortunately, some of Orange County's dependent children cannot be safely returned to their biological families; and,

Whereas, all children need the security and nurturing that permanent families can provide to help them thrive and grow; and,

Whereas, adoption is the best plan for those children who cannot be safely returned to their birth families; and,

Whereas, there are families who answer the call and are able to open their hearts and their homes to provide permanency through the gift of adoption for children who cannot be safely reunified with their birth families; and,

Whereas, 334 adoptions were finalized in Fiscal Year 2024-2025 as a result of the efforts of County of Orange Social Services Agency social workers; and,

Whereas, dependent children still waiting for adoptive parents and families who have adopted children continue to need community and public agency support.

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY BOARD OF SUPERVISORS, that we do hereby proclaim November 2025 as National Adoption Awareness Month in Orange County, and encourage all citizens, community agencies, religious organization, and businesses to celebrate adoption, honor families that grow through adoption and encourage children who live in the shadows of uncertain futures while they await permanent families.

Continuation or Deletion Request

Date: **10/23/2025**

To: Clerk of the Board of Supervisors

From: **Veronica Kelley, Agency Director, Health Care Agency**

Re: ASR Control #: 25-000412, Meeting Date 11/4/2025 Agenda Item No. # 4

Subject: **Approve Contracts for Day Treatment Intensive Services**

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

Comments:

☒ Request deletion of Agenda Item No. # 4

Comments:

Continuation or Deletion Request

Date: **10/29/2025**

To: Clerk of the Board of Supervisors

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

MAguirre Digitally signed by Michelle Aguirre Date: 2025.10.30 08:21:15 -07'00'

Re: ASR Control #: 24-001105, Meeting Date 11/4/25 Agenda Item No. # 6

Subject: **Legislative Issues**

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

Comments:

☒ Request deletion of Agenda Item No. # 6

Comments:

RECEIVED
2025 OCT 30 PM 1:23
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Agenda Item 7

AGENDA STAFF REPORT

ASR Control 24-001081

MEETING DATE:	11/04/25
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

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	Approved Resolution to Form	Discussion 3 Votes Board Majority

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

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

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Levine Act Review Completed: N/A

Prior Board Action: 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 and Adopt Resolution – District Attorney – Disability and Healthcare Insurance Fraud Program – $1,095,984
3. Approve Grant Award and Adopt Resolution – District Attorney – Automobile Insurance Fraud Program – $1,472,050
4. Approve Grant Application – OC Waste & Recycling – WHALE TAIL Grant – $50,000

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report
Attachment B - DA Resolution - Disability and Healthcare Insurance Fraud Program
Attachment C - DA Resolution - Automobile Insurance Fraud Program

Grants Report

DRAFT

County Executive Office/Legislative Affairs

November 04, 2025
Item No: 07

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 November 04, 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 and Adopt Resolution – District Attorney – Disability and Healthcare Insurance Fraud Program – $1,095,984

3. Approve Grant Award and Adopt Resolution – District Attorney – Automobile Insurance Fraud Program – $1,472,050

4. Approve Grant Application – OC Waste & Recycling – WHALE TAIL Grant – $50,000

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

Today's Date:	October 29, 2025
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Disability and Healthcare Insurance Fraud Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Insurance (CDI)
Application Amount Requested:	$1,874,901
Application Due Date:	July 15, 2025
Board Date when Board Approved this Application:	April 8, 2025
Awarded Funding Amount:	$1,095,984
Notification Date of Funding Awarded:	October 15, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	

	Applied Amt	Awarded Amt
FY 24-25	$ 2,099,279	$ 1,095,984
FY 23-24	$ 1,822,277	$ 1,061,508

Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Competitive
County Match?	No
How will the County Match be fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	Existing
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

This grant award is made pursuant to the provisions of California Insurance Code Section 1872.85, and shall be used solely for the purposes of enhanced investigation and prosecution of disability and healthcare insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute disability and healthcare insurance fraud cases.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Carolyn Khouzam

Recommended Action(s)
(Please specify below)

CDI requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of $1,095,984 to continue the Disability and Healthcare Insurance Fraud Program for fiscal year 2025-26.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Disability and Healthcare Insurance Fraud Program.

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

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

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

Matthew Pettit

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

November 4, 2025

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

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

1. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Disability and Healthcare Insurance Fraud Program, effective from July 1, 2025 through June 30, 2026, in the amount not to exceed $1,095,984.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
3. Assure that the County of Orange assumes any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
4. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	October 29, 2025
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Automobile Insurance Fraud Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Insurance (CDI)
Application Amount Requested:	$2,209,790
Application Due Date:	June 26, 2025
Board Date when Board Approved this Application:	April 8, 2025
Awarded Funding Amount:	$1,472,050
Notification Date of Funding Awarded:	October 14, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	

	Applied Amt	Awarded Amt
FY 24-25	$ 2,514,200	$ 1,279,420
FY 23-24	$ 1,999,303	$ 1,081,228
FY 22-23	$ 1,653,611	$ 1,071,196

Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Competitive
County Match?	No
How will the County Match be fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	Existing
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

This grant award is made pursuant to the provisions of California Insurance Code Section 1872.8, and shall be used solely for the purposes of enhanced investigation and prosecution of automobile insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute automobile insurance fraud cases.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Carolyn Khouzam

Recommended Action(s)
(Please specify below)

CDI requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of $1,472,050 to continue the Automobile Insurance Fraud Program for fiscal year 2025-26.

2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.

3. Adopt the Resolution to receive funds for the Automobile Insurance Fraud Program.

Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Matthew Pettit 714-347-8440 matthew.pettit@ocdapa.org	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Matthew Pettit	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

November 4, 2025

WHEREAS, the County of Orange desires to undertake its project designated "The Automobile Insurance Fraud Program" to be funded in part from funds made available through California Insurance Code Section 1872.8 and administered by the California Department of Insurance (hereafter referred to as CDI).

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

1. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Automobile Insurance Fraud Program, effective from July 1, 2025 through June 30, 2026, in the amount not to exceed $1,472,050.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the current grant award.
3. Assure that the County of Orange assumes any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
4. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	October 29, 2025
Requesting Agency/Department:	OC Waste & Recycling
Grant Name and Project Title:	WHALE TAIL Grant
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Coastal Commission
Application Amount Requested:	$50,000
Application Due Date:	December 15, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Application** - Competitive
County Match?	No
How will the County Match be fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	Existing
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
The funds will be used to create 11th grade environmental science curriculum to be used in Title 1 Red Zone areas of the County related to coastal erosion. The curriculum will be created by the Orange County Department of Education and will culminate with a field trip to South County to conduct lab experiments related to measuring coastal erosion and tying it into climate change and the County's Climate Action Plan.	
Board Resolution Required?	No

Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
Approve OCWR's application for the 2025 Whale Tail Competitive Grant.	
Department Contact:	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	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Tom Koutroulis	

Continuation or Deletion Request

Date: **10/29/2025**

To: Clerk of the Board of Supervisors

From: **Charlene Reynolds, Airport Director** pll on behalf of

Re: ASR Control #: 25-000459, Meeting Date 11/4/2025 Agenda Item No. # 10

Subject: **Approve Bond Financing and Related Documents for Clay Lacy Aviation, Inc.**

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

Comments:

☒ Request deletion of Agenda Item No. # 10

Comments: To be brought forward at a future meeting.

County Executive Office

Memorandum

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

October 22, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.10.22 12:34:13 -07'00'

Subject: Supplemental Request According to Board Rule 21

S9A

The County Executive Office is requesting a Supplemental Agenda Staff Report for November 4, 2025, Board Hearing.

Agency: District Attorney
Subject: Case Management System Implementation Project Management Consulting Services
Districts: All Districts

Reason Item is Supplemental: This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: Services are dependent upon Board approval and implementation of new system must be completed by March 1, 2027 in order to comply with State Department of Justice mandate.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item 59A
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2025 OCT 23 AM 11:06
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	11/04/25
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	District Attorney
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Keith Bogardus (714) 347-0511 Robert Mestman (714) 347-8404

SUBJECT: CASE MANAGEMENT SYSTEM IMPLEMENTATION PROJECT MANAGEMENT CONSULTING SERVICES

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.10.22 12:33:39 -07'00'	Approved Agreement As To Form	Discussion
CEO Signature	Signed by: Carolyn Kpazam 5B05142408144411... *County Counsel Signature*	3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** $307,900 **Annual Cost:** FY 2026-27 $112,000 FY 2027-28 $131,000

Staffing Impact: No **# of Positions:** **Sole Source:** Yes

Current Fiscal Year Revenue: N/A

Funding Source: District Attorney (026) 100% **County Audit in last 3 years:** No

Levine Act Review Completed: Yes

Prior Board Action: 6/25/2025 #25, 10/22/2024 #11, 3/26/2024 #13, 6/27/2023 #S77A

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute contract with Gartner, Inc, for Orange County District Attorney Case Management System Implementation Project Management Consulting Services, effective for a three year term upon Board of Supervisor's approval, in an amount not to exceed $550,900.

SUMMARY:

Approval of the contract with Gartner, Inc. for CMS Implementation Project Management Consulting Services will ensure the District Attorney's new CMS will be built effectively and appropriately based on business and technical requirements.

BACKGROUND INFORMATION:

Orange County District Attorney (OCDA) utilizes a computerized Case Management System (CMS), originally developed in-house beginning in the mid-1990s. OCDA IT internal staff have continuously re-designed, upgraded and supported the CMS. The department seeks to replace the system to improve capabilities aligned with the following seven (7) objectives:

1. Transition to digital case files.
2. Ability to respond to legislative mandates.
3. Long-term flexibility.
4. Facilitation of data driven decisions across the organization.
5. Increase transparency and accountability.
6. Comply with demands of digital/electronic evidence and discovery.
7. Fulfill a requirement of an agreement with the U.S. Department of Justice, Civil Rights Division.

On June 27, 2023, the Board approved a contract with Gartner, Inc. for CMS consultation services for the period of July 1, 2023, through June 30, 2024. This contract was for phases I and II of the CMS project. The scope of work included analyzing the current CMS system and developing a detailed systems requirement for a new CMS system. For phases I and II of this project, Gartner, Inc. was engaged in a sole source contract due to their experience providing comparable services to some of the largest similarly situated prosecutorial offices in the nation, including New York City, and specifically some of the largest counties in California with a similar critical need in modernizing legacy Case Management Systems (i.e. Ventura County, Santa Clara County, San Diego County District Attorney, LA County District Attorney, and LA County Public Defender). The nature of this prior work involved similar complex nuances to the project currently facing OCDA.

On March 26, 2024, the Board approved a contract with Gartner, Inc. for consulting services for the District Attorney's case management system for the period of March 27, 2024, through October 30, 2024. This contract utilized Gartner, Inc. for phases III and IV of CMS consultation services for the development of a solicitation for a new CMS system, including the scope of work and requirements, as well as drafting and reviewing the RFP. The solicitation was released on the County of Orange's bidding system on August 7, 2024, and closed on September 18, 2024, a total of eight (8) proposals were received and the evaluation process was recently completed.

On October 22, 2024, the Board approved Amendment Number One with Gartner, Inc. for consulting services for the District Attorney's case management system to extend term of agreement October 30, 2024, through June 30, 2025, and to increase the level of support provided by the Gartner, Inc. due to the number and complexity of proposals received and to comply with recent changes to the County procurement procedures.

On June 24, 2025, the Board approved Amendment Number Two with Gartner, Inc. for consulting services for the District Attorney's case management system to extend term of agreement July 1, 2025, through December 31, 2025. This Amendment Number Two was to provide an additional phase V of the project to assist in the finalization of award of the contract and contract negotiations.

Table 1: Prior County of Orange Board of Supervisor's (Board) Actions

Board Date	Contract/Amendment Number	Maximum Obligation	Term	Board Action
June 27, 2023	Contract MA-026-23011368 with Gartner, Inc.	$490,000	July 1, 2023 – June 30, 2024	Board Approved New Contract
March 26, 2024	Contract MA-026-24011032 with Gartner, Inc.	$250,000	March 27, 2024 – October 30, 2024	Board Approved New Contract
October 22, 2024	Amendment 1 to Contract MA-026-24011032 with Gartner, Inc.	$135,000	October 30, 2024 – June 30, 2025	Board Approved Amendment
June 24, 2025	Amendment 2 to Contract MA-026-24011032 with Gartner, Inc.	$75,000	July 1, 2025 – December 31, 2025	Board Approved Amendment

The proposed contract with Gartner, Inc. is a sole source contract. Approval of the contract will allow Gartner, Inc. to ensure the District Attorney's new CMS is built effectively and appropriately based on business and technical requirements. Gartner, Inc. will only provide project management consulting services and neither it nor its affiliates have bid on the solicitation for the development, upgrade or maintenance of a new case management system.

OCDA is pending approval of a $13.4 million contract over 10 years with Journal Technologies Inc. for the Implementation, Maintenance and Support of New Case Management System (CMS). It is critical that OCDA have professional project management consulting services to ensure successful implementation during the 30 month implementation and hyper-care period. Gartner Inc. has been consulting OCDA throughout the procurement process, including conducting a needs assessment, developing detailed functional and non-functional requirements, assisting in drafting the Request for Proposals (RFP), helping evaluate vendor responses, and advising during contract negotiations. Gartner is uniquely qualified as having both industry expertise and knowledge of OCDA's systems and procedures.

OCIT and CIO KC Roestenberg have been consulted concerning the scope and nature of this contract, and support the recommended action.

This new sole source contract with Gartner, Inc. contains a modified Indemnification provision and also the addition of a Limitation of Liability. The County Executive Office/Risk Management has reviewed and approved these modified terms. A Risk Assessment or Modification of Terms Form is attached as Attachment C.
The Contractor's performance on this and other projects has been confirmed as satisfactory. The OCDA has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests. The Orange County Preference Policy is not applicable to this Contract.

Subcontractors
This contract, due to the nature of the services, will require the addition of subcontractors. It is not anticipated that the use of a subcontractor will impact the scope of work and/or contract amount. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the

department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. See Attachment B for Contract Summary Form.

FINANCIAL IMPACT:

Sufficient appropriations exist in Budget Control 026 for FY 2025-26 and will be included in the budgets for future fiscal years as applicable.

This Contract contains language allowing the District Attorney to terminate the Contract or reduce the level of service without penalty with cause or without cause in the event that funding is reduced and/or not available to continue with funding the Contract.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-026-26010398
Attachment B - Contract Summary Form
Attachment C - Risk Assessment or Modification of Insurance Terms Form

CONTRACT MA-026-26010398

FOR

CASE MANAGEMENT SYSTEM (CMS) IMPLEMENTATION PROGRAM MANAGEMENT CONSULTING SERVICES

BETWEEN

COUNTY OF ORANGE
FOR THE OFFICE OF THE DISTRICT ATTORNEY/PUBLIC ADMINISTRATOR

AND

GARTNER, INC.

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CONTRACT MA-026-26010398
WITH
GARTNER, INC.
FOR
CASE MANAGEMENT SYSTEM IMPLEMENTATION PROGRAM MANAGEMENT CONSULTING SERVICES

This Contract MA-026-26010398 for Case Management System ("CMS") Implementation Program Management Consulting Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, for the Office of the District Attorney/Public Administrator (hereinafter referred to as "County") and Gartner, Inc., a Delaware Corporation, with a place of business at 56 Top Gallant Road, Stamford, CT 06902 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Payment/Compensation
Exhibit I – Engagement # 660004121

RECITALS

WHEREAS, Contractor and County are entering into this Contract for CMS Implementation Program Management Consulting Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide CMS Implementation Program Management Consulting Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and Engagement # 660004121, attached hereto as Exhibit I; and

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

WHEREAS, the County of Orange, Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for CMS Implementation Program Management Consulting Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

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A. **Governing Law and Venue**: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. **Warranty:** a) The County warrants that Contractor's use of any materials furnished by the County in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) Contractor warrants that the Deliverables, in the form provided to the County, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE COUNTY.

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H. **Patent/Copyright Materials/Proprietary Infringement:** Upon notification of a claim against County alleging any Contract Deliverable infringes a copyright, patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against County. Contractor will not indemnify County however, if the claim of infringement is caused by (1) County's misuse or modification of the Deliverable; (2) County's failure to use corrections or enhancements made available by Contractor; (3) County's use of the Deliverable in combination with any product or information not owned or developed by Contractor (4) Information direction, specification or materials provided by County. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to County the fees paid for such Deliverable.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, Contractor shall comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract.
Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** I
If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims-made

Professional Liability	$1,000,000 per claims-made $1,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

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

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

Required Endorsements

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

1) An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

The Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability policy(ies) shall contain the following endorsements which shall accompany the Certificate of Insurance:

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

2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

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

If Contractor's Network Security & Privacy Liability are "Claims-Made" policy, Contractor shall agree to the following:

1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

Insurance certificates should be forwarded to the agency/department address listed in this Contract.

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

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

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

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

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts With County Interests:** If there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior

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to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the insurance and indemnification section, Contractor shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

U. **Left Intentionally Blank**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or

law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor shall indemnify, defend with counsel approved in writing by County, which shall not be unreasonably withheld, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any third Party claims, demands, loss, damage or expenses relating to personal injury or property damage caused by the negligence or willful misconduct of Contractor, its personnel, or agents during the course of the provision of services under this Contract.

Neither Party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Contractor or its employees, Contractor's total liability arising out of this Contract and the provision of the Services shall be limited to the fees paid by the County under the specific Statement of Work under which such liability arises.

AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

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BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Left Intentionally Blank**

DD. **Ownership of Deliverables**: Subject to payment of fees specified in Attachment B – Compensation and Pricing, Contractor grants to County ownership of any Deliverable originally created for and submitted to County, provided, however, that Contractor may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Contractor's business, so long as such excerpts and data do not identify County by name or contain any of County's confidential or proprietary information.. Contractor shall retain sole and exclusive ownership of its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Contractor's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property"). Contractor grants to County perpetual, non-exclusive, royalty-free license to use and to disclose during the course of its internal business operations any Pre-existing Intellectual Property embodied in a Deliverable. Nothingcontained in this Contract shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services, provided that Contractor shall not use or disclose any of County's confidential information, as defined below.

EE. **Proprietary Rights**: County shall retain its rights in any proprietary material that County supplies to Contractor. If County provides Contractor with materials owned or controlled by County or with use of, or access to, such materials, County grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work for consulting services.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure CMS Implementation Program Management Consulting Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A"; and Engagement # 660004121, attached hereto as Exhibit I.

2. **Term of Contract:** The term of this Contract shall be effective upon approval by County Board of Supervisors and continue for three (3) years from that date.

3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

    a) Terminate the Contract immediately, pursuant to Section K herein;

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b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

6. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

   Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

8. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

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

9. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to

adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

10. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

11. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

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

12. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

15. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. **Disputes – Contract:**
    A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in

a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

17. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

   a. The dangers of drug abuse in the workplace;

   b. The organization's policy of maintaining a drug-free workplace;

   c. Any available counseling, rehabilitation and employee assistance programs; and

   d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

   a. Will receive a copy of the company's drug-free policy statement; and

   b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

   a. The Contractor has made false certification, or

   b. The Contractor violates the certification by failing to carry out the requirements as noted above.

18. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

19. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

20. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

    Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in

the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

21. **News/Information Release:** The Contractor shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Gartner, Inc. Attn: Kimanh Nguyen, Managing Partner 1455 Frazee Road San Diego, CA 92108 Phone: 415-519-5330 Email: Kimanh.Nguyen@Gartner.com
County:	County of Orange For the Office of the District Attorney-Public Administrator Attn: Robert Mestman, Senior Assistant District Attorney 300 N. Flower St., 8th Floor Santa Ana, CA 92703 Phone: 714-347-7404 Email: Robert.Mestman@ocdapa.org
Assigned DPA:	County of Orange For the Office of the District Attorney-Public Administrator Attn: Ruben Aguilar, Purchasing Department 300 N. Flower St., 8th Floor Santa Ana, CA 92703 Phone: 714-834-3465 Email: Ruben.Aguilar@ocdapa.org

23. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

24. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in

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writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

25. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

26. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

27. **Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

28. **Headings:** The various and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

29. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

30. **Subcontracting**: No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of the County. Any attempt by the Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of the County shall be invalid and shall constitute a material breach of this Contract, and any attempt assignment or delegation in derogation of this paragraph shall be void.

    In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's Request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

31. **Signature In Counterparts:** Separate copies of this Contract may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract and, on the date, following their respective signatures. If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

GARTNER, INC.

DocuSigned by: David Vixama CCE13228C8BD44B	David Vixama	Assoc. Director	October 15, 2025
Signature	Name	Title	Date

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N/A

Signature	Name	Title	Date

COUNTY OF ORANGE
A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date

Approved As To Form
County Counsel
County of Orange, California

By: Signed by: Carolyn Khazam 5B0514210814441... _____
Deputy County Counsel

Dated: 10/14/2025

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ATTACHMENT A

SCOPE OF WORK

A. SCOPE OF SERVICES:

Contractor shall provide all labor, materials, tools, equipment and travel necessary to provide CMS Implementation Program Management Consulting Services as further outlined in this Contract.

B. CONTRACTOR RESPONSIBILITIES:

Contractor shall perform the following "Steps" as more fully described in **Exhibit I, Orange County District Attorney's Office – Case Management Solution, CMS Implementation Program Management Consulting Services**.

Step 1 – Tasks (8 Weeks):

1. Conduct kickoff meeting
2. Develop project management plan
3. Assist with establishing project management tools and processes

Step 2 – Tasks (full 3-year Contract term):

1. Provide targeted, independent and objective consulting support related to project management as they arise throughout the engagement

Step 3 – Tasks (20 Weeks):

2. Support stage gate reviews and go/no-go decisions at Go-Live phase

B. Timeline: The engagement is estimated to be 32 months in duration and shall not exceed 36 months (without exceeding the Steps/Task amounts listed in Attachment B – Payment/Compensation) unless extended by written agreement of all Parties including the County of Orange Board of Supervisors, which are further described in Exhibit I, Orange County District Attorney's Office – Case Management Solution, CMS Implementation Program Management Consulting Services. Contractor will be utilizing a subcontractor, QuynhTech Strategies LLC throughout the duration of the Contract period and shall pay subcontractor directly for services provided.

ATTACHMENT B

PAYMENT/COMPENSATION

1. **Compensation:** Contractor agrees to provide services at the fixed rates and prices as set forth in the Contract. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. The total amount of this Contract **shall not exceed $550,900**. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties. County will not pay Contractor more than the rates listed for the Prime, regardless of any agreement between the Contractor and their Sub-Contractor.

   Contractor shall bill County for goods provided and services rendered according to the rates listed below.

Deliverable	Description	Invoice Amount	Invoice Date
Step 1	Project Kickoff Presentation, Project Management Plan, Project Management Tools and Templates	$195,900	Completion of Task
Step 2	Workshops and/or Project Management Consulting Services Produced Materials – Year 1	$112,000	Completion of Task
Step 2	Workshops and/or Project Management Consulting Services Produced Materials – Year 2	$112,000	Completion of Task
Step 2	Workshops and/or Project Management Consulting Services Produced Materials – Year 3 (half year)	$56,000	Completion of Task
Step 3	Go-Live Go/No-Go Recommendation Report	$75,000	Completion of Task
	Total	**$550,900**	

2. **Price Increase/Decreases:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to the County of Orange.

3. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

4. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

5. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears upon completion of each step/task to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

    a. Contractor's name and address
    b. Contractor's remittance address, if different from "a" above
    c. Contractor's Taxpayer ID Number
    d. Name of County Agency/Department
        1. ***County of Orange, for the Office of the District Attorney-Public Administrator***
    e. Delivery/service address
    f. Contract number MA-026-26010398
    g. Agency/Department's Account Number
    h. Date of invoice
    i. Product/service description, quantity, and prices
    j. Sales tax, if applicable
    k. Freight/delivery charges, if applicable
    l. Total

    Invoice and support documentation are to be forwarded to:

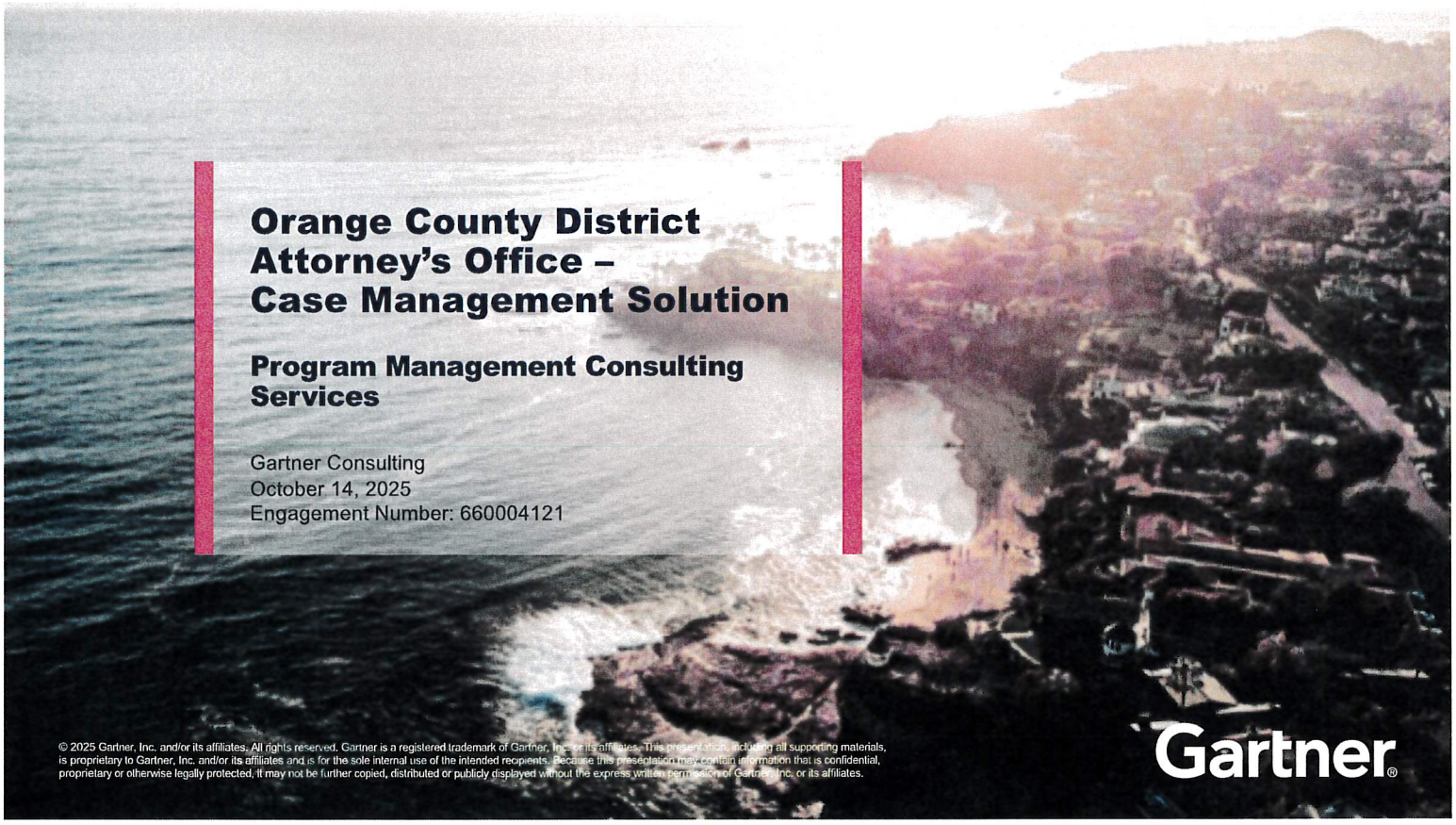
    County of Orange
    Office of the District Attorney – Public Administrator
    Attn: Accounts Payable
    Post Office Box 808
    Santa Ana, CA 92702-0808
    Email: AP@ocdapa.org

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EXHIBIT 1

ENGAGEMENT # 660004121

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Our Understanding of OCDA's Needs

Background

- The Orange County District Attorney's Office (OCDA) has over 1,000 employees including approximately 250 prosecutors and 280 investigators serving the fifth largest county in the nation and third largest in California. OCDA prosecutes cases at all levels including misdemeanors and felonies. The DA's core mission includes prosecutorial responsibilities as well as protection of victims and crime prevention.
- Gartner most recently provided OCDA with procurement support services for the on-going Case Management System (CMS) modernization efforts – including RFP development, proposal response evaluation, vendor demonstration support, and contract negotiation support.
- OCDA will be embarking on the implementation of the new CMS and requires assistance with Program Management Consulting Services to help ensure the selected vendor effectively and appropriately builds the expected CMS solution based on the business and technical requirements outlined in the vendor's contract and Statement of Work and enable OCDA to effectively govern and manage this complex initiative.

Gartner's Response

- Gartner is well positioned to provide Project Management Consulting Services to OCDA.
  - **We offer proactive, hands-on program management support to help your CMS implementation stay on track.** Unlike traditional quality assurance that observes from a distance, our Project Management Consulting Services provide direct support to create project governance, workstreams and plan at project initiation. Further, we will remain engaged to provide consulting service support and ongoing engagement support to keep the project moving forward effectively.
  - **We bring extensive, relevant expertise from supporting justice and public safety clients with similar large-scale projects.** Our team has a proven track record, having completed over 2,500 public sector engagements in the last five years, including work with numerous police departments, courts, and district attorney's offices like the Los Angeles County and San Diego County DAs.
  - **We provide independent, objective insights to empower OCDA with the confidence to make critical decisions and facilitate long-term success.** By offering mentorship on best practices and lessons learned, we serve as a trusted advisor, helping your team navigate the complexities of the implementation and govern this initiative effectively.

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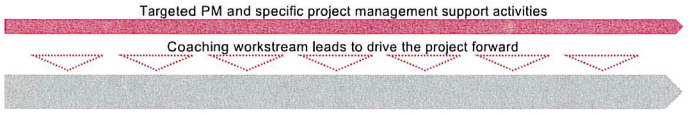
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Program Management Targeted Consulting vs. Quality Assurance Services

While Gartner had previously proposed Quality Assurance Services, we believe OCDA would benefit more from Project Management Targeted Consulting Services based on the level of support needed on an ongoing basis.

Program Management Targeted Consulting Services



Direct, hands-on initiation of the project; targeted support through engagements to provide proactive issue resolution to keep the project on-track

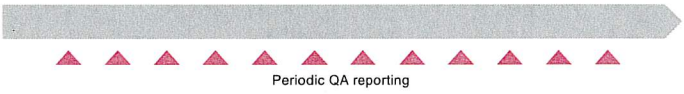
Guide Project Initiation including PMO Office, Governance and Project Management Plan

Coach OCDA staff on workstream management

Targeted Consulting support on key issues that the Project Management Team identifies as needing a targeted consulting project or workshop. These will be identified and scoped throughout the project by the Project Management Team and Gartner jointly.

Feedback on project health based on level of engagement

Quality Assurance Services



Independent oversight to monitor contract compliance; observes from a distance, focusing on objective assessments and reporting rather than direct troubleshooting.

Identification of risks and issues and recommendations of resolution

Track project toward completion

No involvement in project workstreams

Bi-monthly reporting and check-ins

Limited interaction with project stakeholders to maintain objective lens

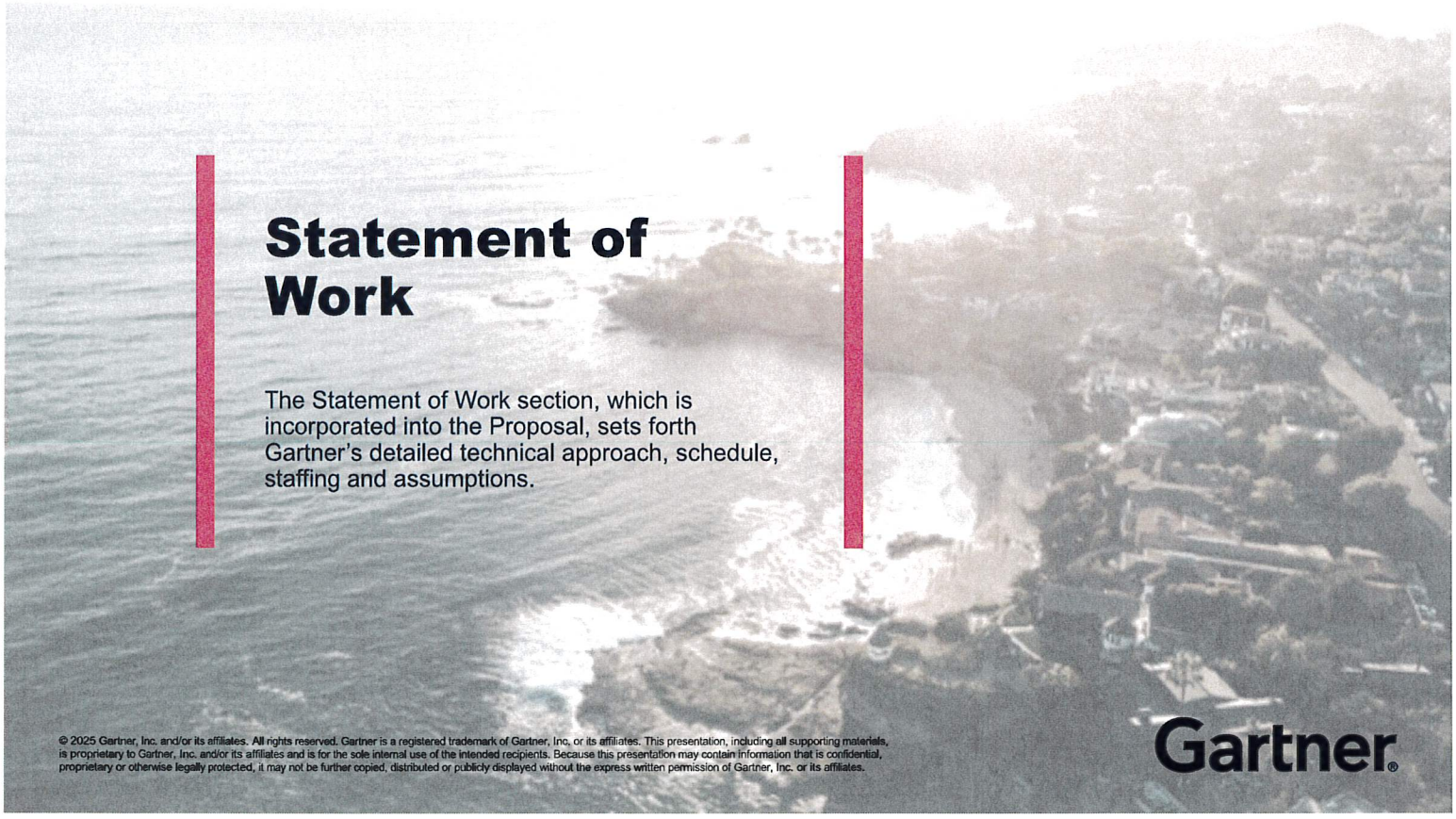
Objective feedback on project health

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Scope Summary

Gartner will complete four steps to support OCDA to support the project's timeliness and efficacy of the design and build of the CMS solution throughout the implementation process.

STEP	OUTCOMES	ACTIVITIES	DELIVERABLES
Step 1 **Project Management Office Build-out**	To help OCDA establish governance and project management tools and processes to oversee the project.	▪ Conduct kickoff meeting to review project objectives, scope, schedule, milestones, roles, and responsibilities ▪ Develop Project Management Plan to articulate how Gartner will support OCDA throughout its implementation process and align on assessment criterion and communication structures ▪ Help OCDA establish project management tools, processes, and cadence	• Gartner Kickoff Presentation • Vendor Oversight Project Management Plan • Vendor Oversight Project Management Tools and Templates
Step 2 **Provide Targeted PM Consulting Services**	To provide OCDA with targeted consulting services on key area related to project management as they arise throughout the engagement.	▪ Provide targeted independent, objective, targeted consulting support to the OCDA team to support informed decision-making throughout needed phases of the project and across all areas of technology. Gartner will work with the project leadership to scope and define the specific consulting services as specific issues arise.	▪ Workshops and/or Targeted Project Management Consulting Services
Step 3 **Support Go-Live**	To help ensure that due diligence is complete and the project is ready to go live	▪ Support stage gate reviews and go/no-go decision at Go-Live	▪ Go-Live Go/No-Go Recommendation Report

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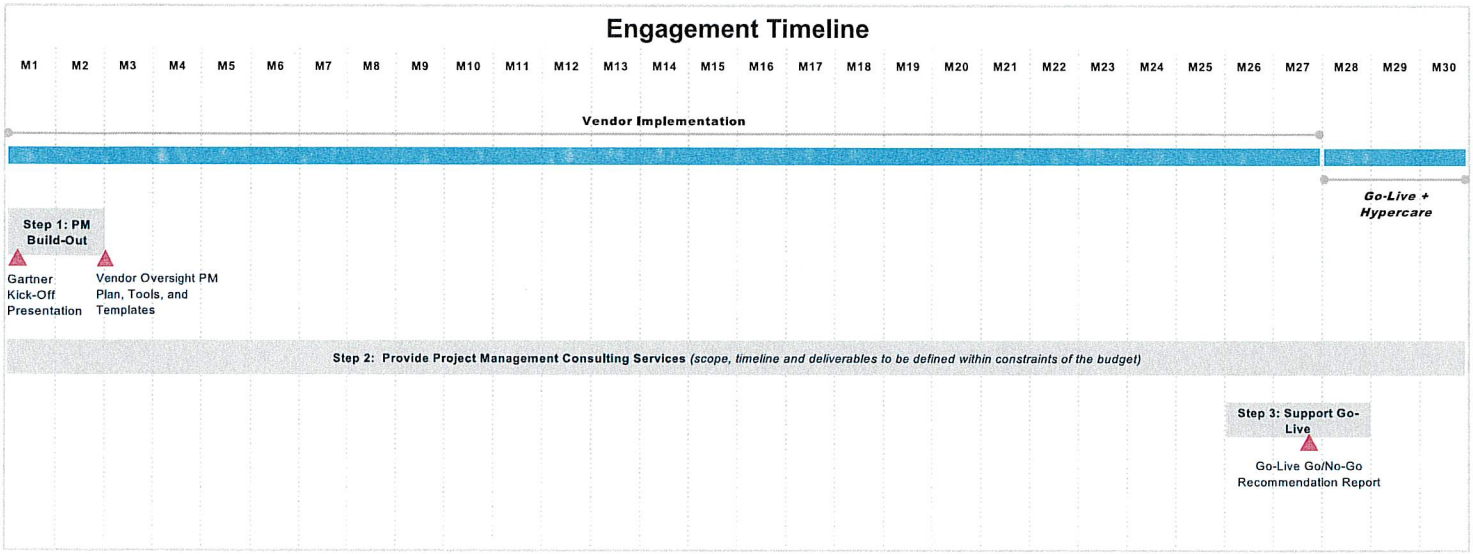
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Project Plan Overview

Gartner anticipates completion of this engagement throughout the duration of the CMS implementation, as detailed in the following figure. This schedule is dependent on the assumptions included in this Proposal.



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Step 1: Project Management Office Build-out

Work closely with OCDA to set the foundation for a successful engagement that is delivered on time, within budget and meets OCDA objectives.

Gartner Activities

- Conduct Gartner Kickoff Presentation to review Gartner project objectives, scope, schedule, milestones, roles, responsibilities, tools, and cadence
- Develop Vendor Oversight Project Management Plan to articulate OCDA's vendor management processes and tools, including communication mechanisms
- Customize Vendor Oversight Project Management Tools and Templates and train OCDA staff on how to use the tools
- Conduct bi-weekly status meetings to align throughout the engagement on Gartner activities, next steps, expectations, etc.

OCDA Activities

- Set up a SharePoint site that enables OCDA and Gartner to share project documentation
- Gather relevant project documentation (e.g., contractual agreements, project artifacts, etc.) and upload to SharePoint
- Schedule kickoff meetings, conference rooms, and support participation and feedback during meetings
- Engage in bi-weekly status meetings with Gartner

Assumptions and Timelines

Timeline: Months 1-2 of the engagement

Meetings and Workshops:
- 1 x 1.0-hour virtual Kick-Off Meeting with OCDA Core Team
- 1 x 1.5-hour virtual Alignment Workshop to review Vendor Oversight Project Management Plan and align on vendor management processes and tools

Assumptions:
- OCDA will identify a Project Manager/Project Coordinator to engage with Gartner throughout the life of the project
- OCDA will identify key stakeholders to attend any meetings
- All meetings are assumed to be virtual unless otherwise planned in advance
- Deliverables will be provided in a Microsoft format (e.g., PowerPoint, Word, etc.)

Deliverables

- Gartner Kickoff Presentation
- Vendor Oversight Project Management Plan
- Vendor Oversight Project Management Tools and Templates

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Step 2: Provide Project Management Consulting Services

Provide targeted independent, objective, targeted consulting support to the OCDA team to support informed decision-making throughout needed phases of the project and across all areas of technology. Gartner will work with the project leadership to scope and define the specific consulting services as specific issues arise.

Gartner Activities

This Project Management Consulting Services funding will allow Gartner to rapidly respond to OCDA requests for ad hoc services or decision support that may arise during the course of the CMS implementation. This Consulting Services amount will be invoiced in January of each year and used throughout the year. Examples of topics that arise that can often prompt a request for services include:

- PMO Support (Ongoing PMO training and development)
- Vendor and Contract Management
- System Implementation Support, including Vendor Deliverable Review
- Data Conversion Guidance
- Organizational Change Management

OCDA Activities

- Coordinate, schedule and participate in requested workshops or meetings
- Provide relevant documentation as requested

Assumptions and Timelines

Timeline: Months 1-30

Meetings and Workshops:
- TBD

Assumptions:
- PM Consulting Service requests can come from any of the four OCDA Leads: Robert Mestman, Ed Lee, Christy Warden, Lynn Cheramie
- Services will be scoped and approved by both OCDA and Gartner before work begins; scope will clearly define services, deliverables, and timelines
- Services may be delivered by either existing Gartner OCDA team members, other Gartner consulting subject matter experts, or Gartner Business and Technology Insights (Gartner Research) analysts as needed for presentations or workshops
- Gartner will work with OCDA to identify meeting logistics, including location, agenda, and other attendees to provide support
- All meetings are assumed to be virtual unless otherwise planned in advance
- Deliverables will be provided in a Microsoft format (e.g., PPT, Word, etc.)

Deliverables

- Workshops and/or Project Management Consulting Service Deliverables agreed to mutually by Gartner and the OCDA team for the use of funding

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Step 3: Support Go-Live

Facilitate discussions with OCDA and the vendor at Go-Live to validate readiness for cutover.

Gartner Activities

- Facilitate stage gate discussions with OCDA and the vendor to determine whether all acceptance criteria have been met
- Work with OCDA and the vendor to identify remediation activities if there are acceptance criteria still outstanding
- Work with OCDA and the vendor to define the cutover schedule and validate the assumptions to achieve a realistic timeline
- Deliver a Go-Live Go/No-Go Recommendation Report the week before Go-Live which validates completion of the acceptance criteria and the achievability of the cutover schedule

OCDA Activities

- Schedule and participate in readiness and go/no-go meetings

Assumptions and Timelines

Timeline: Months 26-28, including two months prior to and one month after Go-Live

Meetings and Workshops:

- 1 x 1.0-hour virtual internal preparation call with OCDA two months prior to Go-Live
- 1 x 1-hour virtual call with OCDA and the vendor to review progress toward completing the Go-Live exit criteria checklist one month prior to Go-Live
- 1 x 1.5-hour virtual call with OCDA and the vendor to validate completion of the Go-Live exit criteria checklist and make a go/no-go decision the week of Go-Live

Assumptions:

- All meetings are assumed to be virtual unless otherwise planned in advance
- Deliverables will be provided in a Microsoft format (e.g., Excel, Word Document, etc.)

Deliverables

- Go-Live Go/No-Go Recommendation Report

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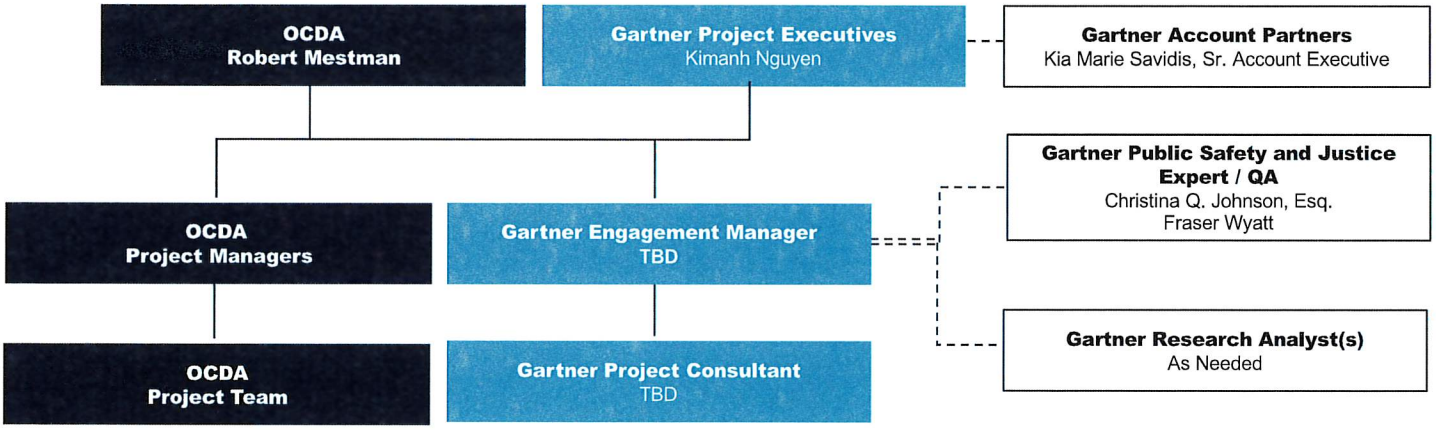
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Project Team Overview
Organization Chart

Gartner has created an organization structure for this engagement that provides high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise.



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Project Team Overview

Gartner Roles and Responsibilities

Functional Role	Responsibilities
Gartner Project Executives Kimanh Nguyen	▪ Oversee alignment of Gartner activities to support OCDA goals. ▪ Build and maintain a long-standing relationship with OCDA. ▪ Provide high-level oversight and become more heavily involved should any issue resolution be necessary.
Engagement Manager	▪ Overall management of engagement initiatives to achieve on-time completion of deliverables that meet quality standards. ▪ Act as the primary point of contact for the Gartner team. ▪ Work closely with OCDA to confirm that Gartner is meeting its needs.
Project Consultant	▪ Provide day-to-day consulting support for project steps including data collection/analysis; deliverable creation and review; and presentations to OCDA.
Gartner Public Safety and Justice Expert / QA Christina Q. Johnson Fraser Wyatt	▪ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement. ▪ Promote value through use of the Gartner methodologies and proprietary tools. ▪ Provide industry, solution and service expertise to enhance the Gartner team's recommendations and service delivery. ▪ Share insights, leading practices and lessons learned during the engagement as needed. ▪ Participate in deliverable review and client presentations as needed.
Gartner Account Partners Kia Marie Savidis	▪ Oversee that value delivered is seamlessly integrated with all Gartner services to OCDA and that recommendations are actionable through ongoing Gartner services. ▪ Provide additional context aligning this engagement to OCDA mission-critical priorities.

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Project Management and Control

Gartner's project management process accomplishes the following crucial activities during a project:



- Our project management process guides reporting, risk mitigation and engagement control throughout:
  - Biweekly remote Status Meetings with Core OCDA Project team
  - Biweekly meetings will be to discuss status of the project, updates on upcoming activities, and to ensure align and overall progress of this engagement.
  - The meetings will work drive consensus and alignment on project goals, expectations, and flag areas of concerns and risks.
  - Gartner will be in constant communication with OCDA stakeholders to facilitate full awareness of activities, the associated timeline and actions required to enable efficient control of project change.
  - Gartner will track decisions and key risks areas and provide regular status reports alongside our deliverables.

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Assumptions
OCDA Participation

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

OCDA Participation

- OCDA will designate 2 project managers to act as the primary point of contact for this engagement. OCDA project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner meetings with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.
- The work effort described in this Proposal assumes OCDA personnel are available to assist in the manner defined in this Proposal. If OCDA personnel are not available, a change of scope may be necessary.
- OCDA will review and approve all documents required to facilitate project execution (collectively "Project Documents") within 15 days. If no formal approval or rejection is received within this time frame, the Project Documents are considered to be accepted by OCDA to facilitate drafting of each Deliverable. All Deliverables, provided by Gartner to Client shall be deemed to be accepted within 15 days of receipt by Client unless Gartner receives written notice of non-acceptance within 15 days after their delivery.
- OCDA will schedule OCDA resources for engagement activities and provide meeting facilities as necessary.
- OCDA personnel will be available per the final project schedule.
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and achieve a culture of continuous improvement of process and best practice.

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Assumptions
Data Collection and Key Personnel

Data Collection

- The due diligence (as-is) data are reasonably available via documentation review.
- OCDA will provide timely access to all appropriate personnel for meetings. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- Engagement pricing is based on the assumptions documented herein.
- All data collection and surveys/workshops will take place via remote conferencing (e.g., telephone or video conference) or in person at OCDA, as described in this Proposal and/or as agreed to at the project kickoff. Any surveys conducted as part of the work effort described in this Proposal will follow Gartner's confidentiality guidelines.

Key Personnel

- Upon signing of a contract, we will identify associates with the appropriate skills and background to deliver fully on the undertakings defined in the Proposal.
- If unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform OCDA as soon as reasonably possible and substitute appropriate associates with comparable skills.
- Gartner associates identified as Account Partners are not billed for as part of project pricing. Their guidance and support represent a significant value-add to the engagement.
- Where it is indicated in this Proposal, that a proposed team member is a sub-contractor to Gartner, OCDA agrees to the inclusion of that individual as a member of the project team so long as the sub-contractor is suitably qualified to provide the services. If such inclusion is not reasonably acceptable to OCDA, Gartner will be informed at the earliest opportunity and requested to find an alternative team member.

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Assumptions
Place of Performance and Deliverables

Place of Performance

- Except as agreed between Gartner and OCDA, all Gartner services will be performed at Gartner locations.
- All meetings are assumed to be virtual unless otherwise planned in advance.
- Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at OCDA locations for onsite time.

Deliverables

- Any requests for additional information or resource (beyond the details described in the steps above) that are made by OCDA will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal).
- All deliverables will be developed using Microsoft Office products (e.g., Word and PowerPoint).
- All Deliverables, provided by Gartner to Client shall be deemed to be accepted within 15 days of receipt by Client unless Gartner receives written notice of non-acceptance within 15 days after their delivery.
- Deliverables will not be made available to anyone outside of Client organization.

Gartner Independence and Objectivity

- Gartner Research and Gartner Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors.
- For further information on the independence and integrity of Gartner Research, see "Guiding Principles on Independence and Objectivity" on our website, www.gartner.com or contact the Office of the Ombuds at ombuds@gartner.com or +1 203 316 3334.

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Investment Summary: Fees by Step, Invoicing, Billing

Gartner will conduct the engagement across multiple steps as outlined in this Proposal for a firm fixed-price of **$550,900.00** (plus applicable taxes) inclusive of travel and other reimbursable expenses. An investment by Step is provided below with a detailed deliverable payment table to follow on the next slide.

Investment Summary by Step	Cost
Step 1: Project Management Office Build-out	$195,900.00
Step 2: Provide Project Management Consulting Services	$280,000.00
Step 3: Support Go-Live	$75,000.00
Total Costs	**$550,900.00**

Gartner will invoice for the professional fees at the conclusion of each milestone upon OCDA acceptance of the deliverable(s) for that milestone as defined in the deliverable payment table on the following slide. Note, Client shall provide Gartner with notice of acceptance or non-acceptance within 5 days; provided however, if no response from Client is received by Gartner within such period, then acceptance of the deliverable is assumed.

Payment is due 30 days from invoice date. While we do not provide itemized billing for services, we agree and will comply with any reasonable requests for records substantiating our invoices.

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Investment Summary: Deliverable Payment Table

Month and Fiscal Year	Step	Deliverable	Invoice Amount
December 2025 (FY25-26)	Step 1: Initiate Project	Project Kick-Off Presentation, Project Management Plan, Project Management Tools and Templates	$195,900.00
January 2026 (FY25-26)	Step 2: Provide Project Management Consulting Services	Workshops and/or Project Management Consulting Services Produced Materials – Year 1	$112,000.00
January 2027 (FY26-27)	Step 2: Provide Project Management Consulting Services	Workshops and/or Project Management Consulting Services Produced Materials – Year 2	$112,000.00
January 2028 (FY27-28)	Step 2: Provide Project Management Consulting Services	Workshops and/or Project Management Consulting Services Produced Materials – Year 3 (Half Year)	$56,000.00
April 2028 (FY27-28)	Step 3: Support Go-Live	Go-Live Go/No-Go Recommendation Report	$75,000.00

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Changes to Scope

- The scope of this engagement is defined by this Proposal. All OCDA requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise OCDA of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.
- As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:
  - Any activities not specifically set forth in this Proposal.
  - Providing or developing any deliverables not specifically set forth in this Proposal.
  - Any change in the respective responsibilities of Gartner and OCDA, including any reallocation or any changes in engagement or project manager staffing.
  - Any rework of completed activities or accepted deliverables.
  - Any investigative work to determine the cost or other impact of changes requested by OCDA.
  - Any additional work caused by a change in the assumptions set forth in this Proposal.
  - Any delays in deliverable caused by modification of acceptance criteria in this Proposal.
  - Any changes to Research Analysts' time or resources.

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Authorization

When signed by Gartner Inc. and Orange County District Attorney's Office, this Proposal is incorporated in and governed by Contract Number MA-026-26010398 between the County of Orange for the Office of the District Attorney / Public Administrator and Gartner, Inc. These two documents (the Proposal and governing terms) set forth the relationship between the parties for this engagement.

This Proposal may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change to Scope provision.

The Proposal is valid for 120 days from 14 October 2025.

SUBMITTED ON BEHALF OF GARTNER, INC.

DocuSigned by:
David Vixama
CCE13228C8BD44B...

SIGNATURE

David Vixama

Kimanh Nguyen, Managing Partner

PRINT NAME AND TITLE

Assoc. Director

October 14, 2025

October 15, 2025

DATE

AGREED ON BEHALF OF Orange County District Attorney's Office

SIGNATURE

PRINT NAME AND TITLE

DATE

ADDRESS

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Overview: Gartner Consulting

About Gartner Consulting

950+ consultants

2,650 consulting engagements annually

Public Sector Practice

~40 years serving public sector

1,000+ public sector clients globally

Billions of dollars in expenditures guided

2,500+ public sector engagements in last 5 years

Gartner Consulting Services

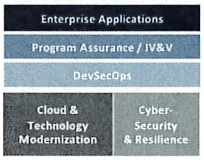
Digital Growth & Transformation

Unlock growth and transformation by rethinking business, talent, operating and technology models using market- and data-driven insights.



Application, Infrastructure & Security Modernization

Build new capabilities and align them with your business strategy by modernizing operations, application portfolio, and infrastructure.



IT Sourcing & Spend Optimization

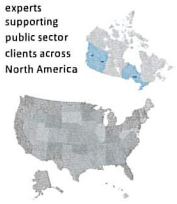
Achieve material savings by rationalizing and streamlining how you spend across your IT portfolio — contracts, IT services, application and infrastructure.

Sourcing & Ecosystem Transformation

Technology Spend Optimization

Industry Service Lines (ISL)

Deep domain experts supporting public sector clients across North America



- Assessment, Tax & Revenue
- Heath & Human Services
- Public Safety
- Licensing, Permitting & Regulatory
- Education
- Transportation
- Utilities
- Elections

Centers of Expertise (COE)

Legacy Modernization COE: Center of knowledge focused on **transforming clients' existing administrative and operational core business systems**.

Artificial Intelligence COE: Cross-industry / discipline center of experts **dedicated to building clients' AI competencies and define and realize their future as an AI-enabled enterprise**.

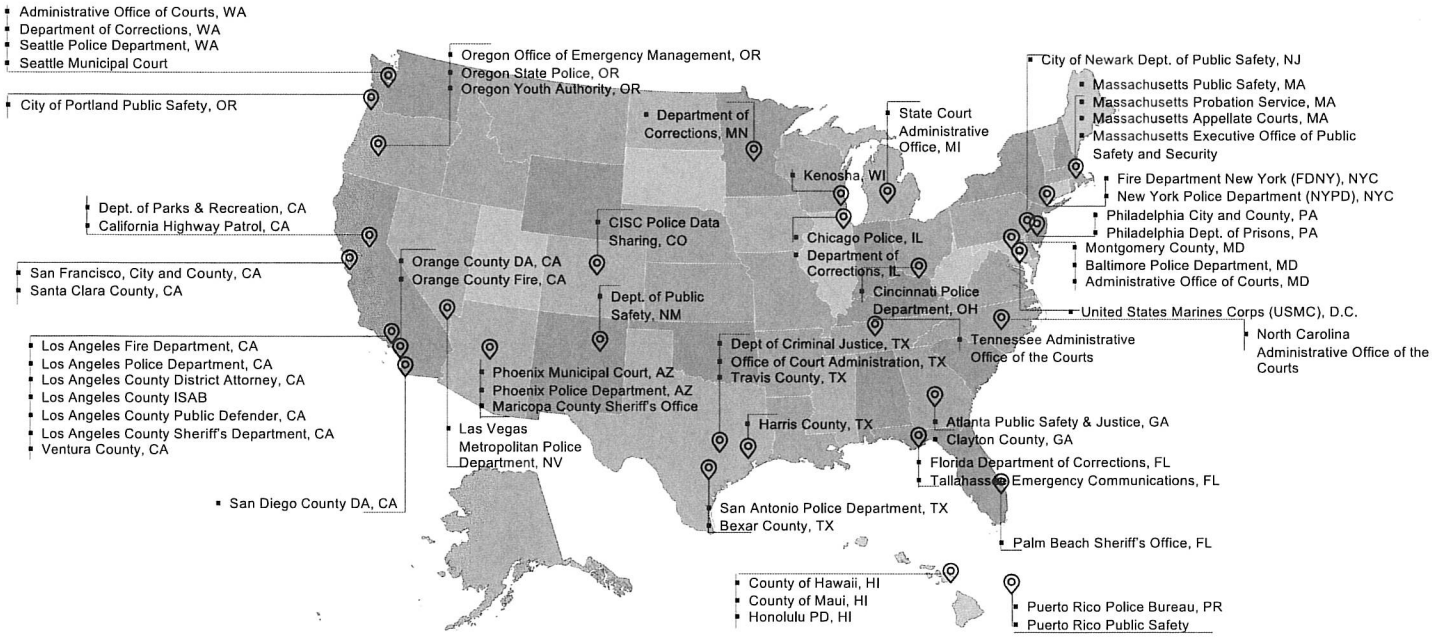
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Gartner PS&J Consulting Experience



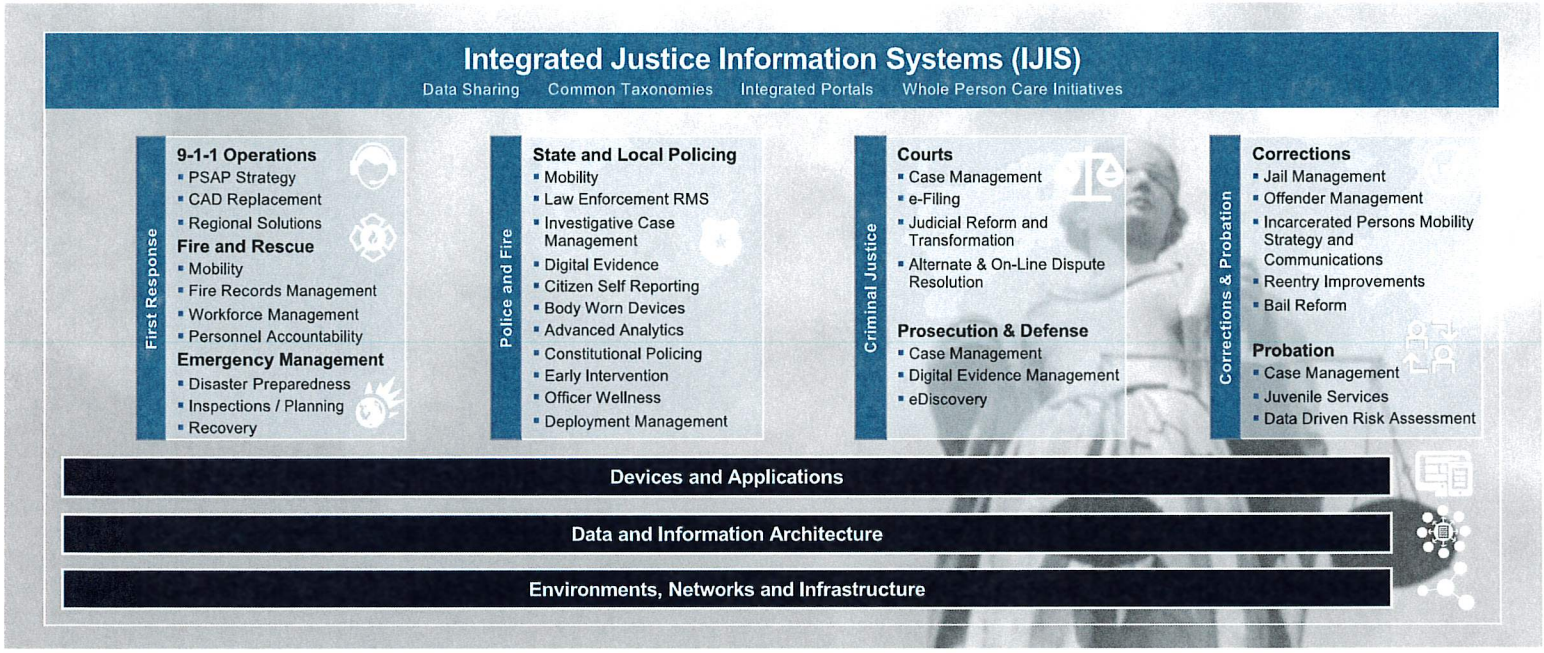
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Gartner Public Safety and Justice Team supports our clients' most complex and highly visible IT initiatives



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We combine industry expertise with research insight to solve your most important problems

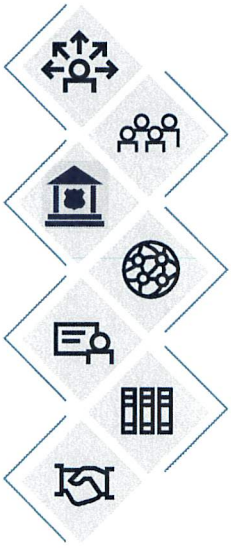
Gartner by the numbers

20+ years of PSJ experience average per associate

50% of Gartner Consulting's business with government clients

2,500+ annual strategic consulting, benchmarking and contract optimization engagements with IT leaders through our Consulting business

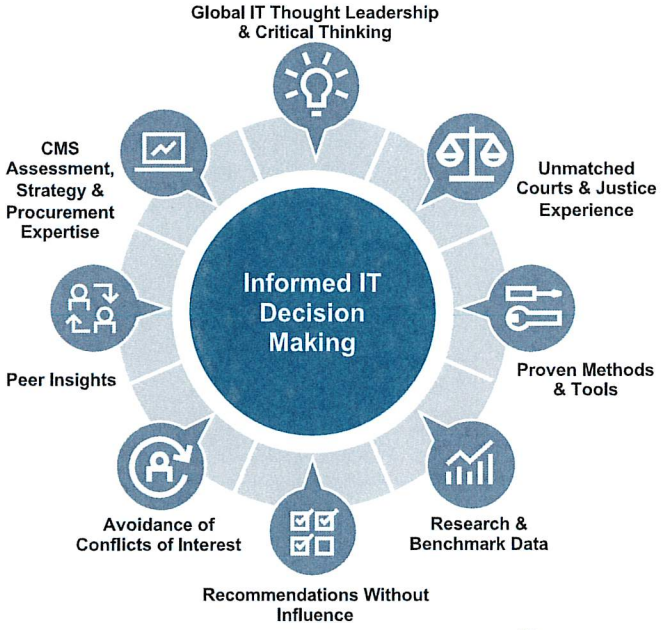
Strategic advice delivered in more than **300,000** one-to-one client interactions each year



150+ Public Safety & Justice clients in North America

21,000 associates in approximately 85 offices around the world

154,000 unique research documents across **1,372** technology and business topics



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Case Study: State of Oregon Youth Authority (OYA)

Statewide Case Management System Modernization – Quality Assurance, Implementation Oversight

Project Description

Gartner is assisting the Oregon Youth Authority (OYA) by providing Quality Assurance (QA) Services to support OYA's Modernized Juvenile Justice Information System (JJIS) Project, setting a successful foundation for success by confirming the scope, schedule, and deliverable expectations of the engagement with the State's core project team and executive stakeholders.

Services/Activities Performed

- In-depth review, feedback, and quality assurance of Solution Requirements, Design Documents, Deliverable Expectation Documents
- Review and feedback of RFP and attachments
- Guidance and advisory services of Low Code Platform strengths, weaknesses, risks, mitigation strategies, and selection considerations
- Insight and feedback on Procurement Proof of Concept model
- Detailed review and feedback of SOW and Contract Negotiation

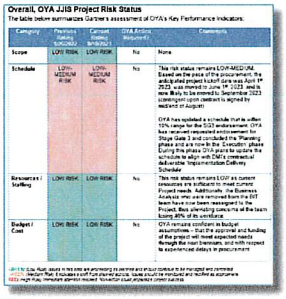
Best Practices

- Inclusive stakeholder participation facilitated through a defined modernization steering committee.
- Rigorous, pre-defined approach for procurements, backed by Gartner's proprietary research methodologies, representing time-tested practices and procedures designed to maximize efficiency, quality and value for the state's investment

Project Length: 4+ Years (ongoing)

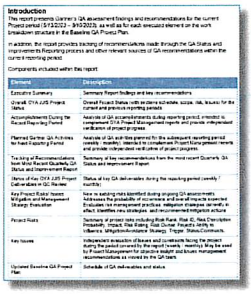
Project Status: Ongoing; OYA has successfully completed contract negotiations and is beginning onsite work with the modernization vendor.

Sample Deliverables


Overall, OYA JJIS Project Risk Status

The table below summarizes Gartner's assessment of OYA's Key Performance Indicators.

Category	Previous Status (1/31/2023)	Current Status (2/28/2023)	OYA Action Required?	Comments
Scope	LOW RISK	LOW RISK	No	None
Schedule	LOW-MEDIUM RISK	LOW-MEDIUM RISK	No	This risk status remains LOW-MEDIUM. Based on the pace of the procurement, the anticipated project kick-off date is April 1st and the Planning phase is now 13 weeks and is now likely to be extended by September 2023 (contingent upon contract is signed by mid/end of August) OYA has updated a schedule that is within 15% range for the SQS endorsement. OYA has received requested endorsement for Stage Gate 2 and concluded the "Planning" phase and are now in the "Execution" phase. During this phase OYA plans to update the schedule to align with DMA's contractual agreement with Implementation Delivery Scheduler
Resources / Staffing	LOW RISK	LOW RISK	No	This risk status remains LOW as current resources are sufficient to meet current Project needs. Additionally, the Business Analysts who were removed from the IRT team have now been reassigned to the Project, thus alleviating capacity at the team losing 40% of its workforce.
Budget / Cost	LOW RISK	LOW RISK	No	OYA remains confident in budget assumptions - that the approval and funding of the project will meet expected needs through the next biennium, and with respect to extraneous delays in procurement


Introduction

The report presents Gartner's QA assessment findings and recommendations for the current Project period (3/1/2023 - 3/31/2023), as well as for each executed element on the work breakdown structure in the Baseline QA Project Plan.

In addition, the report provides tracking of recommendations made through the QA Status and Improvements Reporting process and other relevant sources of QA recommendations within the current reporting period.

Components included within this report:

Element	Description
Executive Summary	Summary Report findings and key recommendations
Overall OYA JJIS Project Status	Overall Project Status with endemic schedule, scope, risk, issues for the current and previous reporting periods
Accomplishments During the Recent Reporting Period	Assessment of QA accomplishments during reporting period, intended to support OYA and Project management reports and provide independent confirmation of project progress
Planned Gartner QA Activities for Next Reporting Period	Assessment of QA activities planned for the subsequent reporting period (weekly, quarterly) intended to complement Project/vendor periodic reports and provide richness and validation of project progress
Tracking of Previously Identified QA Findings and Recommendations Status and Improvement Report	Summary of key recommendations from the most recent Quarterly QA Status and Improvement Report
Status of Key QA Deliverables During the Current Reporting Period	Status of key QA deliverables during the reporting period (weekly / monthly)
Key Project Risks/ Issues and Mitigation and Management Strategy Evaluation	Note re existing risks identified during ongoing QA assessments. Risk issues for probability of occurrence and level of impact is assessed. Evaluates risk management practices, mitigation strategies currently in effect, identifies new strategies, and recommended mitigation actions
Project Risks	Summary of project risks including Risk Rank, Risk ID, Risk Description, Probability, Impact, Risk Rating, Risk Owner, Impact's ability to influence, Mitigation/Avoidance Strategy, Trigger, Status/Comments
Key Issues	Independent evaluation of issues and roadblocks facing the project during the period covered by the report (weekly - monthly). May be used by Project Management for proactive insight and issues management recommendations as moved to the QA team.
Updated Baseline QA Project Plan	Schedule of QA deliverables and status

Sample Program/Project Risk Register

Sample Monthly Quality Assurance Report

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DS

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Certificate Of Completion

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Document Pages: 50
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 51

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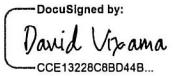
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Signer Events	Signature	Timestamp
David Vixama David.Vixama@gartner.com Assoc. Director Gartner, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by:  CCE13228C8BD44B... Signature Adoption: Pre-selected Style Using IP Address: 165.225.223.58	Sent: 10/15/2025 11:14:11 AM Viewed: 10/15/2025 11:15:12 AM Signed: 10/15/2025 11:16:17 AM

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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/15/2025 11:15:12 AM
Signing Complete	Security Checked	10/15/2025 11:16:17 AM
Completed	Security Checked	10/15/2025 11:16:17 AM

Payment Events	Status	Timestamps

Contract Summary Form

OC Expediter Requisition #: 1778498

Gartner, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. Approval of new sole source contract with Gartner, Inc. for CMS Implementation Project Management Consulting Services.

SUBCONTRACTORS

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

This contract includes the following subcontractors or passes through to other providers.

QuynhTech Strategies LLC	CMS Implementation Project Management Consulting Services	Not to exceed amount of $69,000 paid out by Gartner, Inc.

CONTRACT OPERATING EXPENSES

Payment/Compensation

1. **Compensation:** Contractor agrees to provide services at the fixed rates and prices as set forth in the Contract. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. The total amount of this Contract **shall not exceed $550,900**. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties. County will not pay Contractor more than the rates listed for the Prime, regardless of any agreement between the Contractor and their Sub-Contractor.

   Contractor shall bill County for goods provided and services rendered according to the rates listed below**.**

Deliverable	Description	Invoice Amount	Invoice Date
Step 1	Project Kickoff Presentation, Project Management Plan, Project Management Tools and Templates	$195,900	Completion of Task
Step 2	Workshops and/or Project Management Consulting Services Produced Materials – Year 1	$112,000	Completion of Task
Step 2	Workshops and/or Project Management Consulting Services Produced Materials – Year 2	$112,000	Completion of Task
Step 2	Workshops and/or Project Management Consulting Services Produced Materials – Year 3 (half year)	$56,000	Completion of Task
Step 3	Go-Live Go/No-Go Recommendation Report	$75,000	Completion of Task
	Total	**$550,900**	

RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a risk assessment and determine proper insurance requirements when developing a contract. ***Please attach contract and prior Risk Management approval(s) if any****

DATE: October 14, 2025

TO: RiskMgmtInsurance@ocgov.com

FROM: Ruben Aguilar	(714) 834-3465	District Attorney's Office
County Employee	Phone #	County Department

CONTRACT TYPE

☐ Commodities ☐ Public Works ☒ Services

☐ Lease/License ☐ A & E ☐ Other

Vendor Name: Gartner, Inc.

IFB: ☐ Yes ☒ No Contract or RFP #: MA-026-26010398 Contract Amount: $550,900

Insurance Type to Reviewed for Waiver or Modification of Terms

☐ Commercial General Liability (CGL)	☐ Workers' Compensation (W/C)	☐ Property Insurance
☐ Commercial Auto Liability (AL)	Employer's Liability	☒ Indemnification
☐ Professional Liab. (Errors & Omissions)	☐ Sexual Misconduct	☒ Limitation of Liability
☐ Network Security & Privacy Liab.	☐ Technology Error & Omissions	☐ High Risk
☐ Other:		

Request and Justification (add another page if necessary):

Sole Source Contract for Consulting Services in the not-to-exceed $550,900. Standard insurance provisions apply, but vendor has modified Indemnification provision and wants a Limitation of Liability. The LOL limits vendor's damages to the amount of fees paid for personal injury, death or property damage due to negligence or willful misconduct by vendor.

To Be Completed by CEO/Risk Management

☒ Approved ☐ Denied ☐ Approved as Modified

Comments

Modified Indemnification and limitation of liability was negotiated and is acceptable.

CEO/Risk Management: DocuSigned by: Calvin Wong 19EE0532350D4B3... Date: 10/15/2025

Note: CEO Risk Management acts as an advisory to departments regarding risk assessment. Any changes to a contract requires a formal modification.

County Executive Office

Memorandum

RECEIVED
2025 OCT 23 AM 11:06
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

October 22, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.10.22 12:32:30 -07'00'

Subject: Supplemental Request According to Board Rule 21

S9B

The County Executive Office is requesting a Supplemental Agenda Staff Report for November 4, 2025, Board Hearing.

Agency: **District Attorney**
Subject: **Implementation, Maintenance and Support of New Case Management System**
Districts: **All Districts**

Reason Item is Supplemental: This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: Services are dependent upon Board approval and implementation of new system must be completed by March 1, 2027 in order to comply with State Department of Justice mandate.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item 39B
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	11/04/25
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	District Attorney
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Keith Bogardus (714) 347-0511 Robert Mestman (714) 347-8404

RECEIVED
2025 OCT 23 AM 11:06
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SUBJECT: IMPLEMENTATION, MAINTENANCE AND SUPPORT OF NEW CASE MANAGEMENT SYSTEM

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.10.22 12:31:47 -07'00'	Approved Agreement As to Form	Discussion
CEO Signature	*Action* Signed by: *County Counsel Signature* 5B0514210814441...	3 Votes Board Majority

Budgeted: No **Current Year Cost:** $129,787 **Annual Cost:** See Financial Impact Section

Staffing Impact: No **# of Positions:** **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: Countywide IT Projects Non-General Fund (15i) 100%
County Audit in last 3 years No
Levine Act Review Completed: Yes
Prior Board Action: No

RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or Deputized designee to execute contract with Journal Technologies, Inc, for Implementation, Maintenance and Support of a New Case Management System (CMS) for the Orange County District Attorney's Office (OCDA), effective upon Board of Supervisor's approval and beginning with a 27 month implementation period and continuing through the date that is five (5) years after Final Acceptance of Licensed Software, renewable for three (3) additional one (1) year terms, with an amount not to exceed $13,427,939.
2. Pursuant to Contract Policy Manual Section 3.3-113, authorize the County Procurement Officer or Deputized designee to exercise a contingency contract cost increase, not to

exceed a total of 10 percent of the contract amount for the first year of the contract, for the entire term of the contract, including renewals, and within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Office. The 10 percent contingency amount is included in the not to exceed amount referenced above.

SUMMARY:

Approval of the contract with Journal Technologies, Inc and related Cloud Services Agreement and End-User Ordering Documents will allow the Orange County District Attorney's Office to transform and modernize to an integrated cloud-based CMS, transition to digital case files, respond to legislative mandates, facilitate data driven decisions across the department, increase transparency, comply with the demands of digital/electronic evidence management, and maximize the latest technological innovations.

BACKGROUND INFORMATION:

Orange County District Attorney's Office (OCDA) utilizes a computerized CMS, originally developed in-house beginning in the mid-1990s. OCDA IT internal staff have continuously re-designed, upgraded and supported the CMS system. The department seeks to replace the system to improve capabilities aligned with the following seven (7) objectives:

1. Transition to digital case files.
2. Ability to respond to legislative mandates.
3. Long-term flexibility.
4. Facilitation of data driven decisions across the organization.
5. Increase transparency and accountability.
6. Comply with demands of digital/electronic evidence and discovery.
7. Fulfill a requirement of an agreement with the U.S. Department of Justice, Civil Rights Division.

As to objective No. 2 referenced in the list above, AB 2418 – The Data Justice Accountability and Transparency Act – provides that (subject to appropriation), beginning March 1, 2027, every district attorney statewide shall collect 54 specified data elements for cases in which a decision to reject charges or to initiate criminal proceedings by way of complaint or indictment has been made by that agency from that date forward. Most of those data elements will likely be subject to production under the Public Records Act after March 1, 2027. The OCDA must be in compliance with AB 2418 and its deadlines. The current case management system must be replaced in order to ensure OCDA's ability to comply with AB 2418.

Furthermore, replacement of the case management system will assist the OCDA in managing ever-increasing discovery and records production demands. Increased use of digital and video records in criminal proceedings requires a competent case management system that can work efficiently for the DA prosecutors and investigators in a digital record environment. OCDA is seeking a Commercial Off-The-Shelf (COTS) CMS system that is configurable to meet the office's unique needs.

The replacement of the case management system is also required by the terms of the OCDA's 2025 agreement with the United States Department of Justice, Civil Rights Division (DOJ). On January 14, 2025, the OCDA entered into a memorandum of agreement with the DOJ resolving an investigation that had been initiated in 2017. The agreement requires the OCDA to sustain and improve upon a series of reformative measures the agency has already implemented or initiated. Among its provisions, the agreement specifically requires the OCDA to "develop or acquire an updated electronic case management system with

the assistance of a capable information technology entity to securely maintain and preserve all OCDA case files in digital format that is consistent with approved OCDA policies and procedures." The implementation of the Journal Technologies solution as a replacement for the existing system will fulfill this requirement.

On June 27, 2023, the Board approved a contract with Gartner, Inc. for CMS consultation services for phases I and II of the CMS RFP project; the scope of work included analyzing the current CMS system and developing a detailed systems requirement for a new CMS system. On March 26, 2024, the Board approved a contract with Gartner, Inc. for consulting services for phases III and IV of CMS consultation services for the development of a solicitation for a new CMS system, including the scope of work and requirements. Phase V of the project included Gartner's assistance in the finalization of award of the contract. Outside counsel Foley & Lardner LLP was also engaged to assist in contract drafting and negotiating the contract's terms and conditions.

OCDA undertook a 14 month competitive procurement process that included a Request for Proposal (RFP), evaluation/scoring of written submissions, and ultimately oral presentations/demonstrations from the top-scored vendors. On August 7, 2024, OCDA issued the RFP solicitation for Implementation, Maintenance and Support of a New CMS. On September 18, 2024, through the RFP process, OCDA received responses/proposals from eight (8) vendors. The proposals received were submitted by Aeon Nexus Corporation, Axon Enterprise, Inc., Guidehouse Inc, HIKE2 LLC, Journal Technologies, Inc., Justice Digital Innovations LLC, Karpel Computer Systems, Inc., and Aitheras. An evaluation panel of nine members, comprised of County employees with subject matter expertise were recruited to evaluate proposals. The evaluation panel evaluated six (6) proposals, with two (2) not meeting the minimum qualifications and requirements. Upon evaluation of the written criteria of the six (6) proposals, the three (3) highest scored proposals were short-listed to the oral/presentation phase. The highest cost proposal was from a vendor that submitted a proposal at more than $50 million. Journal Technologies, Inc.'s proposal was the lowest cost, as well as the highest scored after both the written and oral/demonstration phases. Contract negotiations with Journal Technologies, Inc. concluded on September 29, 2025. The evaluation panel evaluated the proposals and recommended contract award to Journal Technologies, Inc. A Notice of Intent to Award notice was posted to the County's Online Bidding System on October 2, 2025, and there were no protests of award.

Below are the evaluation criteria and rankings:

Written Criteria Description – Phase 1	**Max Points**
Solution Offering + Requirements	300
Implementation Services	200
Experience, Qualifications, and Adherence to Model Contract	100
Corporate Sustainability	50
Cost	100
Sub-Total:	**750**
Oral Presentation/Demonstration – Phase 2	
Overall score	250
Total	**1,000**

Short-listed Respondent scores by rank are detailed in the table below (maximum allowable score of 7,000, after high & low scores removed):

Rank by score	Respondent Name	Total Max Score with high-low removed
1	Journal Technologies, Inc.	6017
2	Karpel Computer Systems, Inc.	5657
3	Axon Enterprise, Inc.	4988

This contract with Journal Technologies, Inc. contains a modified Indemnification provision. The County Executive Office/Risk Management has reviewed and approved the modified term. A Risk Assessment or Modification of Insurance Terms Form is attached as Attachment D.

The Contractor's performance on other projects has been confirmed as satisfactory. The OCDA has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests. The Orange County Preference Policy is not applicable to this Contract.

Subcontractors
This Contract does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

FINANCIAL IMPACT:

The CMS solution was approved through the County's IT Governance Policy and funding has been identified from Fund 15i, Countywide IT Projects Non-General Fund. If approved, appropriations will be requested through the Mid-Year Budget Report process for FY 2025-26 and will be included in the budget process for future fiscal years.

This Contract contains language allowing the District Attorney to terminate the Contract or reduce the level of service without penalty with cause or without cause in the event that funding is reduced and/or not available to continue with funding the Contract.

Annual Cost	
Year	Cost
FY 26-27	$1,711,622
FY 27-28	$2,750,912
FY 28-29	$1,308,756
FY 29-30	$1,015,437
FY 30-31	$1,066,009
FY 31-32	$1,123,109
FY 32-33	$1,178,865
FY 33-34	$1,241,408
FY 34-35	$1,306,878
FY 35-36	$592,319
FY 36-37	$2,837

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-026-25011071
Attachment B - Rating Summary and Final Individual Score Sheets
Attachment C - Contract Summary Form
Attachment D - Risk Assessment or Modification of Insurance Terms Form

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CONTRACT MA-026-25011071
FOR
IMPLEMENTATION, MAINTENANCE AND SUPPORT OF NEW CASE MANAGEMENT SYSTEM
BETWEEN
COUNTY OF ORANGE
FOR THE OFFICE OF THE DISTRICT ATTORNEY – PUBLIC ADMINISTRATOR
AND JOURNAL TECHNOLOGIES, INC.

This Contract MA-026-25011071 for Implementation, Maintenance and Support of New Case Management System, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of Office of the District Attorney – Public Administrator, hereinafter referred to as "County" and Journal Technologies, Inc., a state of Utah Corporation, hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

ATTACHMENTS

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

Addendum 1 – Software Terms Addendum

Attachment A – Scope of Work
- Attachment A.1 – Staffing Plan
- Attachment A.2 – Implementation Plan
- Attachment A.3 – Maintenance and Support Terms
- Attachment A.4 – Hosting Services

Attachment B – Payment/Compensation
- Attachment B.1 – Fixed Implementation Services Charges
- Attachment B.2 – Implementation Services Milestones and Deliverables
- Attachment B.3 – Schedule of Recurring Fees
- Attachment B.4 – Rate Card for Optional Work

Attachment C – Compliance with County of Orange Policies and Procedures
- Attachment C.1 – County IT Security Provisions
- Attachment C.2 – County of Orange IT Security Guidelines

Attachment D – System Functional and Technical Requirements

Attachment E – Service Level Agreement
- Attachment E.1 – Root Cause Analysis Template

Attachment F – Software Source Code Escrow Agreement

Attachment G – Additional Modifications

RECITALS

WHEREAS, County solicited via a Request for Proposal ("RFP") for Implementation, Maintenance and Support of New Case Management System as set forth herein; and

WHEREAS, Contractor responded and represented that it is qualified to provide Implementation, Maintenance and Support of New Case Management System to the County as further set forth in the Scope of Work, attached hereto as Attachment A (Scope of Work); and

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. **GOVERNING LAW AND VENUE:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the Parties agree to resolve disputes pursuant to Section 20 (Disputes – Contract). If the parties are unable to, or agree in writing not to, mediate or arbitrate a dispute pursuant to Section 20 (Disputes – Contract), the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. **ENTIRE CONTRACT:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. **AMENDMENTS:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **TAXES:** This Contract shall include any and all applicable taxes. Contractor certifies all taxes applicable to the services and/or products in this Contract as of the date hereof are hereby outlined in Attachment B (Payment/Compensation). Except for taxes on recurring fees specified in Attachment B (Payment/Compensation) for the license, support, and/or maintenance of the System owed as a result of changes in laws, the County shall not be charged or liable for any taxes not specified. The Contractor shall bear the full responsibility, and shall be liable for full payment (or full reimbursement to the County) of any Local, State, and/or Federal taxes not outlined in Attachment B (Payment/Compensation), other than any such taxes on the fees specified in Attachment B (Payment/Compensation) for the implementation, license, support, and/or maintenance of the System owed as a result of changes in laws.

E. **DELIVERY:** Time of delivery of the Services is of the essence in this Contract. County reserves the right to refuse any Services, and to cancel all or any part of (i) the Services not conforming to applicable specifications, drawings, samples, descriptions, or other Specifications; or (ii) services that do not conform to Attachment A (Scope of Work) or such other applicable scope of work. Acceptance of any part of the Services shall not bind County to accept future Services nor deprive it of the rights with respect to Contractor's warranty obligations or County's other express rights or remedies set forth in this Contract, including under Section 2 (Acceptance Testing) of Addendum 1 (Software Terms Addendum). Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all Services have actually been received and accepted in writing by County.

F. **ACCEPTANCE PAYMENT:** Unless otherwise agreed to in writing by County, (1) acceptance shall not be deemed complete unless in writing and until all the goods and Services have actually been received, inspected, and tested to the satisfaction of County, including but not limited to the acceptance testing set forth in accordance with Addendum 1 (Software Terms Addendum), and (2) payment shall be made according to the requirements set forth in Attachment B (Payment/Compensation).

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G. **WARRANTY:** Without limiting County's obligations under this Contract, including payment of applicable fees, Contractor expressly warrants that any goods to be provided by Contractor in connection with this Contract are free of liens or encumbrances. As to the Licensed Software and other Services provided by Contractor under this Contract, Contractor additionally provides the express warranties as set forth in Addendum 1 (Software Terms Addendum). Acceptance of this Contract shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Paragraph "Z" (Indemnification) below, and as more fully described in Paragraph "Z" (Indemnification), harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods or Services to conform to such warranties, negligent work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that the Licensed Software, including as modified through Services provided hereunder, will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph "Z" (Indemnification) below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees. However, Contractor's indemnification obligations under this Paragraph or in Paragraph "Z" (Indemnification) shall not extend to damages to the extent that they arise out of the County's unauthorized modifications or unauthorized use of any Licensed Software under this Contract.

I. **ASSIGNMENT:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **NON-DISCRIMINATION:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **TERMINATION:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation. Upon such termination (in whole or in part), for any reason (including pursuant to Section BB (Contingency of Funds), below and Section 10(d) (Stop Work) of Addendum 1 (Software Terms Addendum)), the County will pay Contractor for all work and services performed or delivered in a reasonably satisfactory manner (including pursuant to the requirements under this Contract) prior to termination, whether or not completed or accepted at the time of termination.

L. **CONSENT TO BREACH NOT WAIVER:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **INDEPENDENT CONTRACTOR:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither

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Contractor, its employees, nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **PERFORMANCE WARRANTY:** Contractor shall warrant all of its (including its subcontractors') work under this Contract, taking necessary steps and precautions to perform the Services to County's reasonable satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all of Contractor's tasks and obligations (including Contractor's project management obligations under this Contract) in relation to the Deliverables and other goods and Services furnished by Contractor under this Contract. Contractor shall perform all Services diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies; and shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the Services. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **INSURANCE REQUIREMENTS:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage	$1,000,000 combined

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for owned, non-owned and hired vehicles	single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per accident or disease
Network Security & Privacy Liability	$3,000,000 per claims-made
Technology Errors & Omissions	$2,000,000 per claims-made $2,000,000 aggregate

Required Coverage Forms

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

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

Required Endorsements

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

1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, employees, and agents** as Additional Insureds, or provide blanket coverage, which will state **As Required by Written Contract.**

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

The Professional Liability and/or Network Security & Privacy Liability policy(ies) shall contain the following endorsements which shall accompany the Certificate of Insurance:

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

2) A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

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

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If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by County of Orange, Office of the District Attorney-Public Administrator, then County may terminate the Contract.

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

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

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

P. **CHANGES:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

Q. **CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

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

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

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

R. **FORCE MAJEURE:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.

S. **CONFIDENTIALITY:** As permitted by and subject to applicable law, including the California Public Records Act, (i) each Party agrees to maintain the confidentiality of the other Party's records and information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information") pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract; and (ii) all such Confidential Information shall be considered confidential and kept confidential by the receiving Party and the receiving Party's staff agents and employees.

T. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that the Services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time the Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph "Z" (Indemnification) below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **FREIGHT: INTENTIONALLY LEFT BLANK**

V. **SEVERABILITY:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **ATTORNEY FEES:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.

X. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **EMPLOYEE ELIGIBILITY VERIFICATION:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period

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prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **INDEMNIFICATION:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any third-party claims, demands or liability of any kind or nature, including but not limited to (i) personal injury or property damage, arising from or related to Contractor's (including its agents, employees, and subcontractors) breach of this Contract, (ii) negligence, (iii) gross negligence, recklessness, or fraud, (iv) all fines and penalties imposed on County to the extent resulting from Contractor's violation of laws that are applicable to Contractor in its performance under this Contract, or (v) willful misconduct in relation to the Licensed Software, Services, products, or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court or alternate dispute resolution forum of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. **AUDITS/INSPECTIONS:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment pursuant to County's Final Acceptance, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager (as described in Section 16 (County Project Manager) of the Additional Terms and Conditions).

BB. **CONTINGENCY OF FUNDS:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **EXPENDITURE LIMIT:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** Contractor shall provide Implementation, Maintenance and Support of New Case Management System for the County and perform all services as further set forth herein, including Attachment A (Scope of Work).

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2. **Term of Contract:** This Contract shall be effective upon approval by the Board of Supervisors ("Effective Date"), and continue in effect through the date that is five (5) years after Final Acceptance of the Licensed Software unless otherwise terminated by County ("Initial Term"). Thereafter, County may elect to renew this Contract for up to three (3) additional one (1)-year terms (individually each a "Renewal Term", and together with the Initial Term, the "Term") upon at least thirty (30) days' written notice to Contractor prior to the end of the Initial Term or then-current Renewal Term.

3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

4. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract (and provided that none of the other termination rights under this Contract shall be limited by anything in this Section 5 (Breach of Contract)):

    a. Terminate the Contract as set forth in Paragraph "K" (Termination), above;

    b. Afford the Contractor written notice of the breach and thirty calendar days (or such shorter or longer time that may be specified in this Contract for the specific type of breach) within which to cure the breach;

    c. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and/or

    d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; provided that any such offset based on an alleged breach be treated as a dispute under Section 20 (Disputes – Contract) and the parties shall promptly proceed in accordance with that process to determine the validity of the breach claim and any offset amount.

    In the event County elects to terminate this Contract for Contractor's material breach pursuant to the terms of this Contract, County may additionally elect to terminate Contract No. MA-017-16010292 for Legal Case Management Software System for the Orange County Offices of the Public Defender by and between County and Contractor, as amended and/or restated ("Public Defender Contract") as if Contractor had materially breached that agreement, and in the event County elects to terminate the Public Defender Contract for Contractor's material breach of that agreement pursuant to that agreement's terms, County may additionally elect to terminate this Contract as if Contractor had materially breached this Contract.

6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

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9. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

10. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

11. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

    The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project timelines. Key personnel are those individuals who report directly to the Contractor's project manager.

12. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract and after approval by the County of Orange Board of Supervisors.

13. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

14. **Conditions Affecting Work**: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

    The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any third-party claims, demands or liability of any kind or nature, including but not limited to (i) personal injury or property damage arising from or related to Contractor's (including its agents, employees, and subcontractors) breach of this Contract, (ii) negligence, (iii) gross negligence, recklessness, fraud, (iv) all fines and penalties imposed on County to the extent resulting from Contractor's violation of laws that are applicable to Contractor in its performance under this Contract, or (v) willful misconduct in relation to the Licensed Software, Services, products, or other performance provided" under the agreement. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative

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entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

16. **County Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

    The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract ("County Data") will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

18. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

19. **Default - Reprocurement Costs:** In case of default by Contractor, the County of Orange may procure replacement services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for the damages caused by such default (pursuant to the terms of this Contract), which include the actual difference between the Contract cost and the price paid for replacement services, provided that Contactor's payment of such damages pursuant to this Section 19 (Default – Reprocurement Costs) shall, as a prerequisite, require a final determination through the Contract's dispute resolution process (set forth in Section 20 (Disputes – Contract)) that Contractor has materially defaulted. Following such final determination, County may offset such amounts determined through the process set forth above from any unpaid balance due the Contractor, and Contractor will pay to County any additional amounts that are not offset by County, provided that such offset and payment shall not result in duplicate recovery of the same damages. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

20. **Disputes – Contract:**

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The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be resolved exclusively as follows, with the cost of any mediation and arbitration to be shared equally by both Parties:

i. Initial Resolution by Meeting. The Parties shall first attempt to resolve amicably the dispute by meeting with each other pursuant to this Section 20(i) (Initial Resolution by Meeting), by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one Party to the other. During this period of informal dispute resolution, each Party has the right to escalate the dispute through the other Party's organization if the issues are not resolved in a timely manner. The goal of escalation is to resolve the specific dispute as quickly as reasonably possible. At each stage of this process, the individuals occupying the positions below, or their functional equivalents, will discuss and attempt to resolve the dispute. Escalation at each step of this process will occur based on a Party's determination, after meeting or attempting to meet with the other Party in good faith, that the existing level of involvement by the other Party cannot resolve or is not satisfactorily resolving the problem. The escalation path is as follows:

	Contractor		**County**
	Pre Final Acceptance	**Post Final Acceptance**	
Initial Meeting(s)	Contractor's Project Manager	Contractor's Support Manager	County's Project Manager
First Escalation	Director of Litigation Implementations	Customer Engagement Lead	OCDA Chief Information Officer (CIO)
Second Escalation	Sr. Director of Professional Services	Director of Customer Experience	OCDA Chief Assistant District Attorney (Chief ADA)

Subsequent meetings or meetings between personnel different from the personnel identified above may be held upon mutual agreement of the Parties.

ii. Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, then unless otherwise agreed in writing by the Parties, the Parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. County shall be entitled to select either (i) the location of the mediation, or (ii) the organization or company, and Contractor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the Parties mutually agree on a later date.

iii. Arbitration. Unless otherwise agreed in writing by the Parties, any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the Parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Orange County, California, or another location mutually agreed by the Parties. The results of such arbitration shall be binding on the Parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either Party may seek interim injunctive relief from any court of competent jurisdiction.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Nothing in this Section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Paragraph "K" (Termination) herein.

21. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

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b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;

   ii. The organization's policy of maintaining a drug-free workplace;

   iii. Any available counseling, rehabilitation and employee assistance programs; and

   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

   i. Will receive a copy of the company's drug-free policy statement; and

   ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

a. The Contractor has made false certification, or

b. The Contractor violates the certification by failing to carry out the requirements as noted above.

22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

23. **Entire Contract:** This Contract and all of its attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract which vary from the Contractor's proposal are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions, and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both Parties.

24. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

25. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

    Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant

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for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

26. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

28. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.

29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Journal Technologies, Inc. Attention: Danny Hemnani, CEO Address: 915 E 1st St., Los Angeles, CA 90012
For County:	County of Orange Office of the District Attorney – Public Administrator Attn: Assigned DPA 300 N. Flower Street Santa Ana, CA 92703

30. **Ownership of Documents:** Intellectual property ownership of the Services and all Work Product shall be as set forth under Addendum 1 (Software Terms Addendum).

31. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be as follows:

    a. The provisions of the main body of this Contract, i.e., those provisions set forth in the "Articles" and "Additional Terms and Conditions" of this Contract. For purposes of this Section 31 (Precedence), the terms of Addendum 1 (Software Terms Addendum) shall be deemed included in the main body of this Contract.

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b. Attachment G (Additional Modifications).

c. Attachment A (Scope of Work).

d. All other exhibits and attachments to the Contract.

32. **Termination – Default**: In addition to any other remedies available at law, in equity, or otherwise specified in this Contract (and provided that none of the other termination rights under this Contract shall be limited by anything in this Section 32 (Termination – Default)), if Contractor is in default of any of its obligations under this Contract and has not commenced cure within thirty (30) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this Section or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party contractor to provide goods and/or services as specified in this Contract.

    If County is in default of its undisputed payment obligations in excess of one hundred thousand dollars ($100,000) in the aggregate under this Contract and has not cured such default within sixty (60) days after receipt of a written notice of such default from Contractor, Contractor shall immediately be entitled to terminate this Contractor by giving written notice to take effect immediately.

    The right of either Party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

33. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

34. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

35. **Usage Reports:** The Contractor shall submit usage reports upon request by the County. The usage report shall be in a format specified by County.

36. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

37. **Signature In Counterparts:** The Parties agree that separate copies of this Contract may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.

38. **LIMITATION ON LIABILITY:**

    a. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, EXCEPT TO THE EXTENT PRECLUDED BY APPLICABLE LAW OR AS SET FORTH IN THIS SECTION 38 (LIMITATION ON LIABILITY), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS), IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

    b. EXCEPT TO THE EXTENT PRECLUDED BY APPLICABLE LAW OR AS SET FORTH IN THIS SECTION 38 (LIMITATION ON LIABILITY), EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS

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CONTRACT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID AND PAYABLE HEREUNDER TO CONTRACTOR OVER THE TERM OF THE CONTRACT.

c. NOTWITHSTANDING SECTION 38(b), ABOVE, EXCEPT TO THE EXTENT PRECLUDED BY APPLICABLE LAW OR AS SET FORTH IN THIS SECTION 38 (LIMITATION ON LIABILITY), IN NO EVENT SHALL CONTRACTOR'S TOTAL LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF THE HOSTING SERVICES PROVIDED PURSUANT TO ATTACHMENT A.4 (HOSTING SERVICES) OR FOR A BREACH OF CONTRACTOR'S CONFIDENTIALITY, PRIVACY, OR SECURITY OBLIGATIONS IN RELATION THERETO OR DEFINED ELSEWHERE IN THIS CONTRACT OR BY APPLICABLE LAW EXCEED, IN THE AGGREGATE, ONE-AND-ONE-HALF MULTIPLIED BY (1.5X) THE GREATER OF (I) THE TOTAL AMOUNT OF RECURRING FEES PAID AND PAYABLE HEREUNDER TO CONTRACTOR FROM THE EFFECTIVE DATE THROUGH THE END OF THE INITIAL TERM, AND (II) THE TOTAL AMOUNT OF RECURRING FEES PAID AND PAYABLE HEREUNDER TO CONTRACTOR IN THE FIVE (5) YEARS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

d. The limitations of liability set forth in Sections 38(b) and 38(c) above shall not apply to:

   i. Claims subject to or amounts payable by the Contractor and the County pursuant to each Party's indemnification obligations set forth in subsection (i), (iii), (iv) and (v) of Section Z (Indemnification), Section H (Patent/Copyright Materials/Proprietary Infringement), or Section 5(e) (Warranty of Title) of Addendum 1 (Software Terms Addendum);

   ii. Claims for losses arising out of the willful misconduct (including willful breach of this Contract) or gross negligence of the Contractor (including its agents, employees, and subcontractors).

e. Notwithstanding anything to the contrary under this Contract, for purposes of this Section 38 (Limitation on Liability):

   i. All amounts awarded, paid, or incurred in connection with, or arising out of, either Party's indemnification obligations set forth in subsection (i), (iii), (iv) and (v) of Section Z ("Indemnification"), (Section H ("Patent/Copyright Materials/Proprietary Infringement"), or Section 5(e) ("Warranty of Title") of Addendum 1 (Software Terms Addendum)—including, without limitation, any and all indirect, special, and consequential damages awarded to a third party and payable by the indemnified party—shall be deemed direct damages for purposes of this Section 38 (Limitation of Liability), and the exclusion of indirect, special, and consequential damages under this Section 38 (Limitation of Liability) shall not apply to such amounts.

   ii. All reasonable, out-of-pocket costs of providing legally-mandated data breach notifications to affected individuals and governmental authorities; regulatory fines, penalties, assessments, and sanctions; legally-mandated costs of providing credit monitoring, identity theft protection, and similar services; and other reasonable, out-of-pocket, legally-mandated costs and expenses associated with responding to, mitigating, and remediating a data breach, shall be deemed direct damages for purposes of this Section 38 (Limitation of Liability), and the exclusion of indirect, special, and consequential damages under this Section 38 (Limitation of Liability) shall not apply to such amounts.

39. **Interim Remedies:** This Contract utilizes a number of "interim remedies," including root cause analyses, service level credits, and dispute resolution, to assist the Parties in effectively addressing performance issues that may arise during the Term. County deems the various remedies as essential tools to its management of the Contract. Nevertheless, Contractor's effective ongoing high-quality performance is the critical behavior such remedies are designed to achieve. Consequently, recognizing that circumstances may arise in which the imposition of the interim remedies as set forth under the Contract may not fairly reflect corrective and other efforts made by Contractor, subject to Section 36 (Waivers – Contract) of the Contract, the County OCDA's CIO (or his or her designee), may, at his or her sole discretion waive, in an individual occurrence, County's right to use such interim remedies, provided the waiver (1) will result in a benefit (intangible or tangible) to the County that is greater than the right waived; (2) is in the County's best interest; and (3) the total amount of reductions or value of waived interim remedies does not exceed fifty thousand dollars ($50,000) in any year of this Contract. Factors that may be considered by County in assessing whether to waive an interim remedy include: (a) Contractor's proactive involvement in identifying an issue before operational impacts are manifested; (b) the timing, quality, and accuracy of communications from Contractor relating to an issue; (c) the speed with which corrective actions are taken and the issue is fixed; (d) the quality of Contractor's

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root cause analysis and the likelihood that appropriate steps have been taken to prevent a reoccurrence of the issue; (e) the quality of Contractor's overall performance at the time the remedy right accrues and during the Term; (f) the circumstances underlying and cause of the event giving rise to the interim remedy; and (f) such other factors as the County or the County OCDA's CIO determines are relevant to assessing the quality of Contractor's performance as it impacts the use of an interim remedy.

40. **Required Reference Option:** In connection with any Contractor sales activities for the Licensed Software that Contractor provides to County under this Contract to a similarly situated prospective customer (provided that all Comparable Prosecutorial Agencies shall be deemed "similarly situated" to County), including Contractor's response to a request for proposals issued by such prospective customer, in the event that Contractor is to provide any current customer references to such prospective customer, Contractor will provide County with an option to be included in such current customer references provided to the prospective customer. Upon County's election to be included as a reference, Contractor shall be required to provide County as a reference to the prospective customer, provided that such obligation shall not apply if Contractor has provided County with written notice of County's material breach (excluding County's breach of payment obligations that are disputed in good faith) and such breach has not been cured by County or otherwise resolved pursuant to the mutual written agreement of the Parties. As used herein, "**Comparable Prosecutorial Agencies**" means prosecutorial agencies meeting at least two of the following: (i) agencies employing a minimum of one hundred (100) attorneys; (ii) agencies serving a jurisdiction with a minimum population of one million (1,000,000) residents; and (iii) agencies that Contractor knows receives cases from a minimum of five (5) law enforcement agencies (e.g. sheriff, police, etc.).

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract and on the date following their respective signatures. If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

Contractor: Journal Technologies, Inc.

Steven Myhill-Jones	Chairman, Daily Journal Corporation, parent company of JTI.
Print Name	Title
DocuSigned by: 89B6302FC9A24D3...	10/10/2025
Signature	Date
Brian Cardile	Corporate Secretary
Print Name	Title
DocuSigned by: Brian Cardile 5B28543AE90F497...	10/10/2025
Signature	Date

County of Orange, a political subdivision of the State of California

County Authorized Signature:

Print Name	Title
Signature	Date

Approved As To Form

County Counsel

County of Orange, California

By: Signed by: Carolyn Kwagam 5B0514210814441...

Deputy County Counsel

Date: 10/2/2025

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ADDENDUM 1

SOFTWARE TERMS ADDENDUM

1. **License:**

(a) **Software License Grant to the County**. Upon commencement of the Effective Date, Contractor grants to County and County hereby accepts from Contractor a non-exclusive, nontransferable (except as provided under the Contract), license to access and use the Licensed Software for the Term of the Contract and any period of Disentanglement Services as set forth herein. This license includes the right for County to make one copy of the Licensed Software in machine-readable form solely for County's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Contractor and this Contract grants County no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the County. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

(b) **Services License Grant to the County**. Contractor hereby grants to the County, and the County hereby accepts from the Contractor, for the benefit of the County, an irrevocable, non-exclusive, fully paid, non-transferable, royalty-free license to access, use, copy, adapt, display, and perform, in each case, for the County's business purposes (and not for commercial exploitation or resale), the Services (excluding the Licensed Software) the Contractor has provided in this Contract without limiting any County payment obligations under this Contract, to the extent necessary for the County to receive the full benefit of the Services during the Term and any period of Disentanglement Services, and thereafter solely for the internal business purposes of the County, and not for commercial exploitation or resale. For the avoidance of doubt, the County's license to the Licensed Software shall be as set forth in Section 1(a) (Software License Grant to the County).

(c) **Usage**. No guarantee is given by the County to the Contractor regarding usage of this Contract or the Services or Licensed Software. Usage figures, if provided, are approximate based upon the last usage. The Contractor agrees to supply the Services requested, as needed by the County, at the prices set forth under the Contract, regardless of quantity requested.

(d) **License Restrictions**. County shall not, and shall not permit any user or other party to, (a) copy or otherwise reproduce (except as set forth in Section 1(a) (Software License Grant to the County)), reverse engineer, or decompile all or any part of the Licensed Software; (b) make unauthorized alterations or modifications to the Licensed Software; (c) grant sublicenses, leases, or other rights in or to the Licensed Software except as permitted under the Contract; (d) permit any party access to the Licensed Software for purposes of programming against it; or (e) enable, allow, or cause access to the Licensed Software by any artificial intelligence or automated program not provided by or expressly authorized by Contractor or the Documentation.

2. **Acceptance Testing:** All Deliverables and Services shall be provided to the County by the Contractor in conformity with all requirements, Specifications, Acceptance Criteria, and time periods set forth or referenced in this Contract. The Contractor shall at all times utilize complete and thorough Acceptance Testing procedures, and appropriate Acceptance Criteria, all of which shall be subject to review and approval by the County's program manager, and no such activities

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shall be deemed completed until all Acceptance Criteria, whether set forth in this Contract or otherwise mutually agreed upon by the Parties in writing, have been successfully met.

(a) **Acceptance Testing**. Following the Contractor's notification to the County that Contractor has completed any Deliverable, Milestone, or other component of the Services under this Contract, at a mutually agreed scheduled time thereafter, the County shall begin testing such item ("Acceptance Testing") to determine whether the item conforms to the applicable Specifications and/or standards (collectively, the "Acceptance Criteria"). After the County has completed such testing or upon expiration of the agreed-upon testing period (the "Acceptance Testing Period"), the County shall notify the Contractor in writing either that: (a) the item meets the Acceptance Criteria and that acceptance of such item has occurred ("Acceptance"); or (b) the Acceptance Criteria have not been met and the reasons therefor. If the item is part of a larger system or collection of items being developed as part of the Services, including the System, then any Acceptance under the terms of this Section 2(a) (Acceptance Testing) shall be understood as being acceptance of such component or Deliverable (subject to Contractor's warranty obligations under this Contract), and provided that such component or Deliverable shall additionally be evaluated as part of the Final Acceptance process described in Section 2(c) (Final Acceptance).

(b) **Cure**. If the County determines that an item subject to Acceptance Testing does not conform to the applicable Acceptance Criteria, the County shall deliver to the Contractor a written exception report describing the nonconformity (the "Exception Report"). Within fifteen (15) calendar days following receipt of the Exception Report, the Contractor shall (1) upon County's request: (a) perform a root cause analysis to identify the cause of the nonconformity; (b) provide the County with a written report detailing the cause of, and procedure for correcting, such nonconformity; and (c) provide the County with satisfactory evidence that such nonconformity will not recur; and (2) use best efforts to correct critical errors (as determined by the County) and use commercially reasonable efforts to correct all other errors reasonably requested by the County; provided, however, that if the nonconformity of critical errors is incapable of cure within such fifteen (15) calendar day period then, within such fifteen (15) calendar day period, the Contractor shall present to the County a mutually agreeable plan to cure such nonconformity within a reasonable amount of time. Upon Contractor's notice to the County that the Contractor has cured any such nonconformity, the County shall re-test the defective item for an additional testing period of up to thirty (30) calendar days or such other period as the Parties may mutually agree upon in writing, at the end of which period the process described in this Section 2 (Acceptance Testing) shall be repeated. In the event the County rejects an item a second time and the Contractor disagrees with such rejection, then the Parties shall escalate the issue(s) to senior management of both Parties for mutual resolution.

(c) **Final Acceptance**. Upon achievement of initial Acceptance for all items included in a larger system or collection of items being developed as part of the Services, such as the System, the County shall begin validating the system that is comprised of such items using the applicable test procedures and standards to determine whether such system performs as an integrated whole in accordance with the Acceptance Criteria. After the County has completed such validation or upon expiration of the validation period (the "Final Acceptance Validation Period"), the County shall notify the Contractor in writing that: (a) the system, and all items that are a part thereof, meet the Acceptance Criteria and that final acceptance of the system and such items has occurred ("Final Acceptance"); or (b) that the Acceptance Criteria have not been met and the reasons therefor. If the County determines that the Acceptance Criteria have not been so met, the process described in Section 2(b)

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(Cure) above shall be initiated, with all references to the "item" being references to the "system," and all references to the "Acceptance Testing Period" being references to the "Final Acceptance Validation Period." Neither initial Acceptance, nor Final Acceptance by the County shall constitute a waiver by the County of any right to assert claims based upon defects not reasonably discoverable through conduct of the applicable test procedures and subsequently discovered in an item or system following the County's Final Acceptance thereof. Nothing else, including the County's use of the System, or any component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to the County, and/or constitute or result in "acceptance" under general contract law, any state uniform commercial code, or any other law.

(d) **Acceptance of Key Deliverables and Milestones**. Upon Acceptance of all Key Deliverables included in a Milestone, the Milestone shall be deemed Accepted and the amounts in connection with such Milestone shall be invoiced by Contractor and paid by County.

3. **Services Requirements:**

(a) **Maintenance, Support, and Hosting Services**. During the Term and any period of Disentanglement Services, Contractor will provide Maintenance, Support, and hosting Services for the Licensed Software as defined and set forth in Attachments A.3 (Maintenance and Support Terms), A.4 (Hosting Services), and E (Service Level Agreement).

(b) **Revisions**. During the Term and any period of Disentanglement Services, all Revisions distributed to any customer by Contractor (including Displaced/Renamed Products) shall be made available to County as part of the Licensed Software and included in County's license under Section 1(a) (Software License Grant to the County) at no additional charge beyond the fees payable as set forth under Attachment B (Payment/Compensation). As to all Revisions, Contractor will provide the Services to implement such Revisions in Contractor's hosting environment and provide release notes and other self-help training resources to County as to the use of such Revisions. As to Displaced/Renamed Products (defined below), Contractor will provide, as part of the Services, all services necessary for County's implementation and use of such Displaced/Renamed Products, including configuration and training Services. As to all other Revisions, configuration and training Services in connection with such Revisions shall be made pursuant to Attachment B.4 (Rate Card for Optional Work). If any item of Licensed Software is displaced in Contractor's product line by another product containing substantial similar functionality, or a renamed product containing substantially similar functionality to the Licensed Software is made generally available to clients by Contractor (even if the other product contains additional features, functionality, or other capabilities), in each case provided that as to the original item of Licensed Software that was displaced or renamed, Contractor has ceased or materially reduced the Maintenance or Support provided in connection with such item of Licensed Software (each a "Displaced/Renamed Product"), County shall receive such Displaced/Renamed Product as a Revision. As to all Revisions, the Revision of the Licensed Software will, as to each function, (i) provide at least substantially equivalent functional results, (ii) maintain the level or quality of Services that County previously received, and (iii) shall continue to comply with all of the requirements of this Contract. In the event Contractor makes a Revision in breach of this Section 3(b) (Revisions),

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Contractor shall remediate the issue in accordance with its warranty, Support, and other obligations under the Contract.

(c) **Service Levels**. Contractor shall provide the Licensed Software and Hosting Services pursuant to the performance requirements and other service levels ("Service Levels") set forth in Attachment E (Service Level Agreement), the Documentation, and otherwise under this Contract.

(d) **Services Not to Be Withheld**. Contractor shall not suspend, withhold, or delay County's access to or use of the Licensed Software, or Contractor's provision of Support, Hosting Services, or any other Services under this Contract, during the pendency of any dispute arising under this Contract and pursued via the procedures set forth in Section 20 (Disputes – Contract) of the Contract.

(e) **Software Escrow Agreement:** Concurrent with its delivery of the System, the Contractor shall place or ensure that it has placed a then-current copy of the source code for the Licensed Software into escrow with InnovaSafe, Inc. ("Escrow Company") pursuant to the Software Source Code Escrow Agreement between the Escrow Company and Journal Technologies, Inc., which is attached hereto and incorporated herein by reference, and which may be changed throughout the term of this Contract with the written agreement of both Parties. Contractor shall be responsible for all fees associated with the escrow account. The Contractor shall update the source code held in escrow with all relevant application or module Revisions that are introduced into the System, provided that, except in connection with major version upgrades of the Licensed Software as defined and approved by County (which shall always require prompt updates to the source code held in escrow), Contractor shall not be required update the source code held in escrow more than once annually. As of the Effective Date of this Contract, County and Contractor have confirmed that County is a designated beneficiary under the escrow agreement between Contractor and the Escrow Company. Contractor shall not remove the County as a designated beneficiary of the escrow account without prior written consent of the County.

(f) **No Offshore Work**. Contractor shall perform and render all Services from within the United States. Contractor warrants that it will not transmit or make available any County Confidential Information or County Data to any entity or individual outside the United States without the prior written consent of County.

4. **Intellectual Property:**

(a) **Work Product**. All Deliverables, Documentation, and other Services (excluding Licensed Software) provided or made available to County in connection with this Contract, including all derivatives and modifications thereto and all intellectual property rights therein (collectively, "Work Product"), is the sole and exclusive property of Contractor, and Contractor retains all rights, title and interest, including intellectual property rights and all other rights, in such Work Product, subject to the licenses granted to County under this Contract. Contractor may use such Work Product for any purpose, provided that nothing in this Section 4(a) (Work Product) shall grant Contractor any right to use or disclose any County Confidential Information or County Data, including as incorporated into any Work Product, except as required for Contractor to perform its express obligations under this Contract.

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(b) **Custom Work Product**. As to all Work Product that has been created specifically for County or that has been customized for County by or on behalf of Contractor, whether acting alone or in conjunction with County or its employees, users, affiliates, or others ("Custom Work Product"), including project management documents and reports in connection with the Services under Attachment A (Scope of Work), such as status reports, project work plans, and risk reports, in addition to County's other rights under this Contract, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sublicensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business and operations, such Custom Work Product (and derivative works thereof created by County). For the avoidance of doubt, the Custom Work Product shall not be deemed to include the Licensed Software including any configurations thereof.

(c) **Standard Work Product**. As to all Work Product other than the Custom Work Product ("Standard Work Product"), in addition to County's other rights under this Contract:

(i) to the extent such Standard Work Product is incorporated into any Custom Work Product, or is needed for County's authorized use of any Custom Work Product, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable and sublicensable (but only in connection with County's authorized transfer or sublicense of the Custom Work Product), worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, such Standard Work Product (and derivative works thereof created by County); and

(ii) to the extent such Standard Work Product is incorporated into any Licensed Software, or is needed for County's authorized use of any Licensed Software, Contractor hereby grants to County, for the term of County's license to the Licensed Software, a fully paid up, royalty free, transferable and sublicensable (but only in connection with County's authorized transfer or sublicense of the Licensed Software), worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, such Standard Work Product (and derivative works thereof created by County).

(d) **Contractor License to County Data**. Subject to applicable law and the terms of this Contract, the County shall permit the Contractor (including its agents, employees, and subcontractors) to have access to, and make appropriate use of, County Data solely to the extent the Contractor requires such access and use in order to properly and appropriately perform the Services as contemplated by this Contract. The Contractor may only access and use County Data in connection with performance of its duties under this Contract or as specifically directed by the County in writing, and may not otherwise use, disclose, modify, merge with other data, commercially exploit, or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by the County in writing. The Contractor acknowledges and agrees that, as between the Parties, the County owns all right, title, and interest in, and all intellectual property rights in and to, all County Data.

5. **Warranties:**

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(a) **Licensed Software Warranty**. Contractor warrants that the Licensed Software will perform in all material respects during the Term in accordance with the applicable Documentation. Notwithstanding the foregoing, this warranty shall not apply to the extent (a) County combines the Licensed Software with any other software not recommended, provided, or authorized by Contractor, (b) County modifications to the Licensed Software not recommended, provided, or authorized by Contractor, or (c) any use of the Licensed Software by County in breach of this Contract. If at any time during the Term the Licensed Software fails to perform according to this warranty, then upon written notice to Contractor of such alleged nonconformance, Contractor shall modify the Licensed Software to comply with this warranty. In the event the nonconformance materially impacts the value of the Licensed Software to County, as determined by County in its reasonable discretion, County shall have the right, on thirty (30) days' notice, to terminate the Contract, in which case Contractor will refund to County all recurring fees (including license, maintenance, support, and hosting fees) paid by County with respect to the period of the nonconformance.

(b) **No Malicious Code**. Contractor represents and warrants that the Licensed Software furnished hereunder does not contain any harmful code (e.g., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software). For the avoidance of doubt, any scripts or other software developed by County within the Licensed Software shall not be deemed to be included in "the Licensed Software furnished hereunder" for purposes of the foregoing sentence. Without limiting the generality of any of the foregoing, if the County reasonably believes that harmful code may be present in any Licensed Software provided hereunder, the Contractor will, upon the County's request, provide a new or clean instance of the Licensed Software.

(c) **Services Warranty**. Contractor represents and warrants that (i) the Deliverables and Services hereunder will substantially conform to the requirements of this Contract, including the Specifications; and (ii) the Deliverables and Services will be free from material defects in materials and workmanship. Where the Parties have agreed to design specifications and incorporated the same or equivalent in a scope of work, including Attachment A (Scope of Work), directly or by reference, Contractor warrants that the Deliverables and Services will provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Licensed Software, the Contractor warrants that such Licensed Software will perform in accordance with its license and Documentation. The County's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

(d) **Warranty of Law**. Contractor represents and warrants that (i) to the best of Contractor's knowledge, there is no claim, litigation, or proceeding pending or threatened against Contractor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any third party; (ii) the Licensed Software and Services shall comply with all applicable laws, rules, and regulations; (iii) Contractor has full authority to enter into this Contract and to consummate the transactions contemplated hereby; and (iv) this Contract is not prohibited by any other agreement to which Contractor is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Contractor shall defend, indemnify, and hold harmless County from and against any and all losses,

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liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by County, arising out of or resulting from said breach.

(e) **Warranty of Title**. Licensor represents and warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software to County as provided under this Contract; (iii) as long as County is not in material default hereunder, County shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Contract; and (iv) Contractor shall and has full authority to license to County all proprietary and/or third party software modules, algorithms, and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Contractor shall indemnify and hold harmless County from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by County, arising out of or resulting from said breach.

(f) **Warranty Pass-Through**. Where the Contractor resells commercial hardware or commercial software provided by a third party, Contractor will, to the extent it is legally able to do so, pass through any such third-party warranties to the County and will reasonably cooperate in enforcing them for the benefit of the County. Such warranty pass-through will not relieve the Contractor from the Contractor's other warranty obligations under this Contract.

(g) **Assignment of Warranties**. All warranties, including special warranties, specified under this Contract shall inure to the County, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

(h) **No Other Warranties**. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS CONTRACT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Information Security:**

(a) **Information Security Legal Compliance.** Contractor (including all consultants and other subcontractors of Contractor) and the Deliverables and Services provided by Contractor shall comply with all applicable state and federal laws and regulations as they now exist or may hereafter be modified, changed, or amended, regarding data privacy, confidentiality, information security, or otherwise related to the collection, dissemination, transfer, storage, or use of data, including, but not limited to, the following:

- Title 42, USC § 290dd-2
- Title 42, CFR Part 2
- Title 42, CFR Part 96, § 96.132(e)
- Title 42, USC 1320d through l 320d-8
- Title 45, CFR Parts 160, 162, and 164- the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules
- Welfare and Institutional Code,§ 14l00.2, which is specific to Medi-Cal
- HSC §§ 11812 and 11845.5
- HSC §§ 123110 through 123149.5 -Patient Access to Health Records
- Title 22, CCR§ 51009, which is specific to Medi-Cal
- Civil Code§§ 56 through 56.37 - Confidentiality of Medical Information Act

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- Civil Code §§ 1798.80 through 1798.82 - Customer Records (breach of security)
- Civil Code § 1798.85 - Confidentiality of Social Security Number

For the avoidance of doubt, Contractor shall not be responsible for County's use of the Deliverables and Services in compliance with all applicable state and federal laws and regulations pursuant to this Section 6(a) (Information Security Legal Compliance).

Notwithstanding the foregoing, Contractor shall continue to comply with such applicable state and federal laws and regulations as to its Services provided through the Term of this Contract; provided, however, that if changes in applicable law require updates or modifications to the Licensed Software, Contractor shall provide such changes to County as Revisions pursuant to Section 3(b) (Revisions).

(b) **Security Deliverables and Documents**. As this Contract may involve the Contractor having direct access to County proprietary information, IT staff, and systems, in addition to the requirements under Attachment C (Compliance with County of Orange Policies and Procedures) of the Contract, Contractor is required to provide certain Deliverables and documents in relation to Contractor data security to the County within thirty (30) calendar days prior to the go-live of the System at any County location. The County shall review these Deliverables and documents prior to final approval and actual access to the resources or transfer of any information related to this Contract.

Deliverables and documents to be provided by the Contractor are as follows:

Staff Related Items
- Pre-Employment Screening Policy/Procedure
- Background Check Procedure
- Staff Roster and Duties
- US Staffing Duties

Security Related Items
- I.T. Security Staff Usage Policy
- I.T. Security Policies and Procedures
- I.T. Operations Security Policy
- Document & Intellectual Property Management Polices
- Policies Related to Access to County Data Internally or Via Remote Access

7. **Subprocessor Requirements:**

(a) **Definition of Subprocessor**. "Subprocessor" means a Contractor third-party vendor that provides storage, networking, or compute processing capability to Contractor in connection with County Data as set forth in this Section 7 (Subprocessor Requirements).

(b) **Allowed Subprocessors**. Contractor may only use Subprocessors that are generally deemed by organizations similar in size to County to be within the same tier of providers as Amazon Web Services (AWS), Google Cloud Platform (GCP), and Microsoft Azure in terms of level of experience, size of customers supported, and privacy and security standards and safeguards, in each case as those factors relate to their subprocessing line of service.

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(c) **Contractor Warranties.** Contractor agrees, represents, and warrants that, as to any Subprocessor that Contractor uses:

(i) Contractor and such Subprocessor will have entered into and shall remain parties to a legally binding contract that includes the following terms, and Subprocessor and Contractor shall comply with the following terms:

(A) an obligation for the Subprocessor to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the Subprocessor's performance of the contract between the Subprocessor and Contractor;

(ii) The Subprocessor is and shall remain qualified to provide the storage, networking, and compute infrastructure that Contractor uses from the Subprocessor to facilitate Contractor's performance of Services under this Contract;

(iii) As to County Data, Contractor shall use the Subprocessor solely to provide additional storage, networking, and compute processing capability to Contractor, and the Subprocessor shall have no means of accessing or viewing County Data;

(iv) Contractor shall be responsible for data encryption as to all of the County Data, and Contractor's encryption of the County Data will render the County Data unusable, unreadable, or indecipherable to unauthorized individuals, including the Subprocessor;

(v) Contractor will retain and secure all data encryption keys for the County Data, and the Subprocessor will not have access to the encryption keys applicable to the County Data;

(vi) As to the County Data, Contractor has not and will not contract for or otherwise permit the Subprocessor to perform analytics or any other task or service which requires or enables the Subprocessor to access or view the County Data;

(vii) The Subprocessor is and shall remain solely liable and responsible for any and all of its taxes, payments, and compensation, including compensation to its employees;

(viii) No County Data shall be transmitted outside of the United States in connection with Contractor's use of the Subprocessor;

(ix) No pass-through terms or conditions from the Subprocessor shall apply to County; and

(x) Contractor's performance of Services using the Subprocessor shall comply with all terms under the Contract applicable to the Services, including all requirements related to data privacy and data security.

(d) **Responsibility of Contractor for Subcontractors.** Any breach by the Subprocessor of Contractor's obligations under the Contract, including Contractor's obligations related to data privacy and data security, will be treated as a breach by Contractor under the Contract, and in the event of any such breach by a Subprocessor, and without limiting County's other

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rights under the Contract, County shall have the right to terminate under the Contract for breach. Contractor shall be responsible for all acts and omissions of its Subprocessors as if such acts or omissions were those of Contractor under the Contract.

8. **Contractor Resource Requirements:**

(a) **Contractor Staff.** In addition to the rights set forth in Section 16 (County Project Manager) of the Contract, the County's project manager shall have the right to require the removal and replacement of any of the Contractor's employees and other personnel from providing Services to the County under this Contract. The County's project manager shall notify the Contractor's project manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County's project manager. The County is not required to provide any reason, rationale, or factual information in the event it elects to request the removal of any of the Contractor's personnel from providing services to the County under this Contract.

(b) **Qualified Contractor Staff.** The Contractor shall, at all times, make available appropriate and sufficient numbers and types of qualified Contractor personnel, in addition to the Contractor's project manager, to timely perform the Contractor's obligations hereunder, in accordance with this Contract. In the event that the Contractor fails to meet any of its obligations with respect to the required proficiency of any Contractor personnel, as reasonably determined by the County, the Contractor shall promptly, as directed by the County, either: (a) take such action with respect to such Contractor personnel, including promptly providing appropriate training, education, or orientation, as may be necessary for such Contractor personnel to meet the requirements set forth in this Section 8(b) (Qualified Contractor Staff); or (b) in the event that the County has notified the Contractor that such Contractor personnel does not meet the applicable requirements, remove and replace such Contractor personnel with an appropriately qualified individual, in accordance with this Contract, and such position shall be filled by a qualified person no later than thirty (30) days following the date of removal or replacement.

(c) **Employee Qualification Verification:** Subject to and in accordance with applicable law and as needed for Criminal Justice Information Services (CJIS) compliance, the Contractor, prior to assigning an individual as Contractor personnel and at the Contractor's sole expense, shall have appropriately verified the qualifications of such individual, including verifying employment history, conducting reference checks, verifying non-employer technical certifications or education completed or degrees awarded, performing drug testing, conducting fingerprinting and a security background check that includes investigation and identification of all state or federal misdemeanor or felony convictions of such individual, and criminal charges pending against such individual, during the immediately preceding seven (7) years. Contractor shall additionally be responsible for making such personnel available for such other types of verification as reasonably requested by the County. Within thirty (30) days of the Effective Date and every twelve (12) months on the anniversary of the Effective Date thereafter, the Contractor will, upon request, certify in writing to the County that each and every employee of the Contractor and any subcontractor working on the County's account or having access to County Data meets all employee qualifications required in this Contract and under law, provided that, pursuant to Section 7 (Subprocessor Requirements), the personnel of Contractor's Subprocessors shall not have access to County Data, and for purposes of this Section 8(c) (Employee Qualification Verification), shall not be deemed to be personnel "working on

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the County's account or having access to County Data." Failure to provide such certification constitutes a material breach of this Contract.

(d) **Reports/Meetings**. The Contractor shall develop reports and any other relevant documents necessary to complete the Services pursuant to the Specifications as provided in this Contract. The County's project manager and the Contractor's project manager shall meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

(e) **Contractor's Expense**. The Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, travel, parking, and any and all "out of pocket" expenses incurred by the Contractor during the performance of the Services under this Contract, unless otherwise specified. The Contractor shall be responsible for payment of all parking costs and expenses incurred at a County facility while performing work under this Contract, except to the extent the County facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the County will at no point provide free parking to the Contractor in the County Civic Center.

9. **Termination Assistance and Disentanglement:**

(a) **Orderly Termination**. Upon ending of the Term, termination, or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other information of the other held for purposes of performance of this Contract. In addition, each Party shall assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party, but subject in all respects to Sections 1 (License) and 4 (Intellectual Property), above. Upon expiration of the Term or termination of this Contract, at no additional cost to County, the Contractor will (i) return all County Data to the County in MS-SQL file format, and (ii) provide the data model metadata for the County Data (i.e., the schema/data dictionary for all County Data), in each case within thirty (30) calendar days of the expiration of the Term or termination date. Additionally, throughout the Term and any period of Disentanglement Services, Contractor will promptly provide all County Data to the County in MS-SQL file format upon the County's request, provided that (i) County will pay the applicable fees set forth in Attachment A.4 (Hosting Services), and (ii) in connection with each such delivery, Contractor will provide the updated data model metadata for such County Data (i.e., the schema/data dictionary for all County Data).

In the event of termination of this Contract, the County shall remit payment to Contractor on undisputed amounts for all Deliverables, Licensed Software, and Services delivered in a reasonably satisfactory manner in each case, prior to such termination upon receipt of an invoice properly issued in accordance with Attachment B (Payment/Compensation). The County may withhold payment of any amounts that the County disputes in good faith pending resolution of the dispute. The failure of the County to withhold payment shall not waive any rights the County may have with respect to disputed amounts or overpayment. The County also may set off against any amounts otherwise payable to Contractor any payment for Services not provided or performed, or for Services that do not meet the requirements in this Contract.

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As provided in Attachment B (Payment/Compensation), Contractor is responsible for submitting invoices to County for amounts that represents the value of Services performed and/or products or Deliverables provided before the date of termination for which the Contractor has not previously been compensated, in each case pursuant to the pricing under this Contract. Upon approval and payment of the invoice by the County, the County shall be under no further obligation to the Contractor, monetarily or otherwise.

(b) **Disentanglement Process**. In the event of expiration of the Term or termination of this Contract, in whole or in part, Contractor will perform disentanglement services to transition responsibility for the provision of Services to a replacement contractor or to the County itself ("Disentanglement Services"). The Disentanglement Services shall begin on the expiration date of the Term or termination date of this Contract and, unless the Parties subsequently agree in writing to extend the term of the Disentanglement Services, the Contractor shall continue to provide Disentanglement Services, in accordance with this Section 9(b) (Disentanglement Process) or as the County reasonably requests, until the earlier of a disentanglement reasonably satisfactory to the County has been completed or twelve (12) months after the expiration of the Term or termination date, as appropriate.

As soon as reasonably practicable after the Disentanglement Services begin, the Contractor and the County shall mutually develop a plan in good faith that specifies the tasks to be performed by the Parties during disentanglement and the schedule for the performance of such tasks. Without limiting County's rights under this Contract, Contractor shall not be obligated to disclose its proprietary materials, trade secrets, or other confidential information to any replacement contractor as part of the Disentanglement Services. Unless otherwise agreed by the Parties in writing, such plan shall not in any respect lessen or eliminate the Contractor's obligations under this Contract to provide all Disentanglement Services reasonably necessary, and reasonably requested by the County. The plan will be developed, implemented, and concluded with full disentanglement with all due speed, not to exceed twelve (12) months.

The Parties shall cooperate fully with one another, and any replacement contractor, to facilitate a smooth transition of the Services from the Contractor to the replacement contractor or the County.

The Disentanglement Services will be provided to the County by the Contractor regardless of the reason for termination or expiration. The Contractor shall continue to provide the Services during disentanglement in a manner consistent with the Contractor's provision and performance of such Services during the period such Services were provided to the County hereunder, with no material interruption of the Services and no material adverse impact on the provision of the Services.

All Services performed by the Contractor prior to commencement of the Disentanglement Services that County elects to continue to be performed during the period of Disentanglement Services (including, for the avoidance of doubt, provision of the Licensed Software) shall be performed by the Contractor at no additional cost to the County beyond what the County would pay for such Services during the Term. For Disentanglement Services that exceed the Services that were performed by Contractor prior to commencement of the Disentanglement Services, the County shall pay Contractor for such Disentanglement Services at the rates set forth in Attachment B.4 (Rate Card for Optional Work).

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10. **Other Terms:**

(a) **Waiver of Rights**: Any action or inaction by the County or the failure of the County on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the County of its rights hereunder and shall not prevent the County from enforcing such provision or right on any future occasion. The rights and remedies of the County herein are cumulative and are in addition to any other rights or remedies that the County may have at law or in equity.

(b) **Remedies Not Exclusive**: The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive. The expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

(c) **Withhold Remedy**. In addition to and cumulative with all other remedies in law, in equity, and provided under this Contract, in the event Contractor is in material default of its duties or obligations under this Contract and it fails to cure the default within thirty (30) days after receipt of written notice of default from County, County may, without waiving any other rights under this Contract, elect to withhold from the payments due to Contractor under this Contract during the period beginning with the thirty first (31st) day after Contractor's receipt of notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of County, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing, as determined in County's reasonable discretion. Upon curing of the default by Contractor, County will cause the withheld payments to be paid to Contractor, without interest. In the event it is finally determined that County has withheld a payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.

(d) **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the Services called for by this Contract for a period of sixty (60) calendar days after the stop work order is delivered to the Contractor, and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the stop work order during the period of work stoppage. Within a period of sixty (60) calendar days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either:

(i) Cancel the stop work order, subject to an equitable adjustment to project schedule that is consistent with the length of the stop work order; or

(ii) Terminate the Contract in whole or in part in writing as soon as feasible. The County is not required to provide thirty (30) days' notice of the termination of the Contract to Contractor if a stop work has been issued by the County, but such termination shall proceed under the applicable termination provisions to this Contract, including Paragraph "K" (Termination) of the Contract.

The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this Contract.

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(e) **Disputed Amounts:** The County may withhold payment of fees or any other charges otherwise due to the Contractor under this Contract to the extent that the County disputes such charges in good faith. In such case, the County shall provide to the Contractor a reasonably detailed written explanation of the basis for the dispute and shall continue to make payments of undisputed amounts as otherwise provided in this Contract. The parties shall work in good faith to resolve the dispute pursuant to Section 20 (Disputes – Contract) of the Contract. If any disputed amounts are later determined to have been improperly withheld (i.e., properly charged by the Contractor), then the County shall be obligated to pay the withheld amount in accordance with this Contract, until paid in full. If any paid amounts are later disputed by the County and determined to have been improperly paid (i.e., improperly charged by the Contractor), then the Contractor shall promptly pay the County, in cash, the improperly paid amount, or County may withhold such amount from any payment obligation under this Contract. The failure of the County to withhold payment shall not waive any other rights the County may have with respect to disputed amounts or overpayments. Except as otherwise provided herein, any dispute relating to amounts owed by a Party hereunder, shall be considered a disagreement.

(f) **Survival**. The provisions of this Contract which by their nature should survive termination or expiration of this Contract, including but not limited to the provisions related to confidentiality, indemnification, and limitations of liability, shall remain in full force and effect after the termination or expiration of this Contract.

11. **Definitions:**

(a) **Application Administrator**. The term "Application Administrator" means a County-designated employee or other contractor or agent of County responsible for managing the System. This role includes communicating with Contractor staff for support, troubleshooting problems, and coordinating maintenance tasks.

(b) **Deliverable**. The term "Deliverables" shall mean the items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable, by designation, number, or context, in a scope of work or other attachment, schedule, or document associated with the a scope of work, including the deliverables identified in Attachment A (Scope of Work).

(c) **Documentation**. The term "Documentation" shall mean: (i) all of the written, printed, electronic, or otherwise formatted materials provided or made available by Contractor that relate to the Licensed Software, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain, or describe the functional, operational, or performance capabilities of the Licensed Software, or any component thereof; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain, or describe the Licensed Software.

(d) **Key Deliverable**. The term "Key Deliverable" means a Deliverable associated with a Milestone in connection with any scope of work hereunder. As to the Implementation Services for the System described in Attachment A (Scope of Work), the Key Deliverables are described under Attachment B.2 (Implementation Services Milestones and Deliverables).

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(e) **Licensed Software**. The term "Licensed Software" shall mean individually each, and collectively all, of the computer programs and/or software (including open source software) provided by Contractor to County under this Contract, whether developed by Contractor or licensed to Contractor by a third party, including any: (1) embedded third-party software and/or computer programs, (2) interface developed by Contractor or otherwise provided by Contractor or incorporated into Contractor's other Licensed Software, and (3) source code materials or object code provided by Contractor to County under this Contract (e.g., pursuant to Section 3(e) (Software Escrow Agreement)). Licensed Software shall include any and all Revisions thereto, and any and all software or computer programs provided or to be provided by Contractor to County in the future in each case under this Contract. For the avoidance of doubt, Contractor's responsibility for interfaces does not extend to the operation, configuration, or quality of data received from non-Contractor systems, provided that Contractor will work with County to investigate such issues with non-Contractor systems that interface with the Licensed Software and resolve any such issues that are errors in the Licensed Software.

(f) **Milestone**. The term "Milestone" means a payment milestone in connection with any scope of work hereunder. As to the Implementation Services for the System described in Attachment A (Scope of Work), the Milestones are described under Attachment B.1 (Fixed Implementation Services Charges) and B.2 (Implementation Services Milestones and Deliverables).

(g) **Revision**. The term "Revision" means any bug fix, patch, enhancement, or improvement to the Licensed Software, including upgrades, platform changes, and new features pertaining to the items of Licensed Software licensed by County hereunder, in each case, that Contractor makes or has made generally available to its customers. For the avoidance of doubt, and without limiting Contractor's obligations to provide Displaced/Renamed Products as Revisions, Revisions do not include new software modules made available by Contractor that are separate from the items of Licensed Software licensed by County under this Contract.

(h) **Services**. The term "Services" shall mean, collectively, all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (a) identified in the Specifications; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise reasonably necessary to comply with the terms of this Contract (provided that, subject to the Parties' other rights and obligations under this Contract, Contractor may determine the method by which it complies with the terms of this Contract to provide the Services described in this item (c)). If any component task, subtask, service, or function is an inherent, necessary, or customary part of the Services defined in subparts (a), (b), or (c), above, then such task, subtask, service, or function shall be deemed to be part of the Services, even if not specifically described in this Contract (provided that, subject to the Parties' other rights and obligations under this Contract, Contractor may determine the method by which it provides such Services as described in this sentence). Any software provided to County by Contractor pursuant to this Contract shall be deemed part of the Services. The Services are sometimes referred to throughout this Contract pursuant to various subsets or groupings of the Services, such as "Implementation Services," "Support Services," or "Hosting Services," each of which is included within the definition of "Services," even when referenced by the Service grouping name. Each Service grouping includes both the broad definition of Services above, and the specific Services associated

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with such Service grouping and described in the attachments and related documents incorporated into the definition of that Service grouping.

(i) **Specifications**. The term "Specifications" shall mean (i) with respect to the Licensed Software, the functionality and performance requirements expressly set forth in this Contract and the functionality and performance requirements developed in accordance with Attachment A (Scope of Work) or any other scope of work hereto, which will collectively serve as Acceptance Criteria for the Licensed Software in accordance with Section 2(a) (Acceptance Testing), and to the extent not inconsistent with such functionality and performance requirements, all Documentation for the Licensed Software; (ii) with respect to each Deliverable, the specifications agreed to by the Parties in writing and that are incorporated into this Contract and the specifications agreed to in Deliverable Expectations Documents (DEDs); (iii) all other requirements for the Services set forth under this Contract, including any Acceptance Criteria identified in connection with any Milestone under the Contract; and (iv) to the extent not inconsistent or conflicting with any of the foregoing, the descriptions of the Services included in Contractor's Proposal to County's Request for Proposal for Implementation, Management and Support of New Case Management System. For the avoidance of doubt, as to design decisions made during the implementation of the System prior to Final Acceptance that are memorized in the Deliverables or are otherwise documented in writing and are approved by County's project manager, including design decisions as to the content and format of a Deliverable as set forth in a Deliverable Expectation Document (DED) approved by County's project manager, such design decisions may amend the Specifications set forth in (i) through (iv), above, but only to the extent that such documented design decisions explicitly conflict with or inherently modify the Specifications described in (i) through (iv), above (provided that as to inherent modifications that County's project manager may not reasonable know of at the time such design decision is made, Contractor will notify County of such inherent modifications prior to County's approval of the design decision), and further provided that all other Specifications that do not explicitly conflict with such documented design decisions shall remain unmodified and in full force and effect.

(j) **System**. The term "System" shall mean the case management system to be developed, implemented, supported, maintained, and hosted by Contractor in connection with this Contract, including all Licensed Software hereunder.

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ATTACHMENT A

SCOPE OF WORK

[Attachment Provided on the Following Pages]

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Exhibit IV - Statement of Work

Upon contract award and execution, the selected Respondent will be responsible for project management and implementation services to successfully deploy the new CMS solution and provide ongoing hosting, maintenance, and production support services.

The following subsections describe the activities and high-level expectations specific to implementation and production services expected to be delivered by the Respondent.

1. Implementation Services

Implementation services include:

1.1 Project Management

1.2 Enterprise Analysis & Design

1.3 Build (Development & Configuration)

1.4 Testing

1.5 Training and Knowledge Transfer

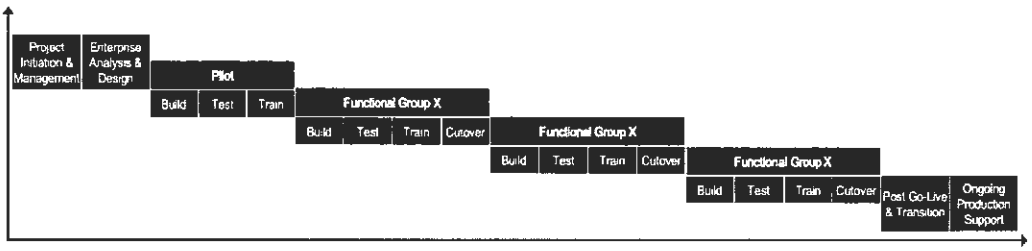
1.6 Cutover Readiness and Production Go-Live

1.7 Post Go-Live and Transition to Support

1.8 Production Support and Maintenance during Implementation

OCDA intends for the project's implementation approach and schedule to generally align with **Figure 1: Sample of High-Level Implementation Plan,** below, which reflects the implementation services and the associated key activities and work products outlined in this RFP. OCDA expects a phased implementation, initially learning from a preliminary (e.g. pilot) phase and deploying groups of functional processes into a production environment. Respondents can deviate from this high-level plan and propose an approach that has proven to be successful with other customers, as appropriate.

Figure 1: Sample of High-Level Implementation Plan



Each process (or groups of processes) deployed separately across all impacted business units and locations

1.1 Project Management

The Respondent will provide project management support for the entire duration of the project. The Respondent will provide resources to execute all project management tasks, functions, and activities described in the table below (Project Management Activities and Work Products). In addition, the Respondent will maintain and update project activities and associated work products on a timely, regular, and ongoing basis.

Objectives:

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- Develop an understanding of OCDA's environment and challenges to deliver an expedient, seamless and minimally disruptive implementation of the new CMS solution.
- Engage with OCDA technical and business stakeholders to generate understanding and trust in the product and implementation team.

Figure 2: Project Management and Work Products identifies the minimum Project Management activities the Respondent shall be responsible for.

Figure 2: Project Management and Work Products

Activities	Work Products
Conduct Project Pre-Planning and Preparation – Conduct planning meetings with OCDA and other stakeholders as required to confirm the schedule, plans, documentation, and other logistics for the project related to project management responsibilities. **Develop Project Kickoff Materials** and Conduct a Project Kickoff Meeting with key stakeholders within thirty (30) days of contract execution. **Develop a baseline project schedule** to reflect the project timelines, milestones, and deliverables. **Develop weekly status reports** and schedule ongoing communications for the project. **Provide Ongoing Project Management Duties** – Provide weekly project plan and schedule updates, weekly status reports, weekly status meetings, risk and issue monitoring, and integrated change management activities. In addition to weekly status meetings, the Respondent's Project Manager shall participate in Project Steering Committee meetings and any other meetings as required by OCDA.	1) **Project Kickoff Materials** – Describes an overview of the project objectives, plans, project scope and schedule, introduces the Respondent's project team and roles and responsibilities, and outlines project start-up procedures. 2) **Project Management Plan** – Describes the overall project management approach and schedule throughout the lifecycle of the CMS solution implementation project. The Project Management Plan shall define the following (at a minimum): a) **Project Objectives and Scope** b) **Project Governance** - Defines the governance structure and decision-making process and escalation strategy, including outcome tracking in a decision log for resolution of project risks and issues. c) **Project Organizational Chart** - Identifies the project roles and responsibilities for the project. d) **Scope Management Process** – Defines the process and procedures for managing scope, including any additions, subtractions, and/or modifications made to the original scope. e) **Risk and Issue Management Plans & Logs** – This includes a Risk and Issue Management Plan, Escalation Plan, and Risk and Issue Register. f) **Status Reporting Process and Templates** g) **Document Management and Collaboration Process** – Describes the location and guidelines for storing, accessing, and managing project documents and artifacts. h) **Quality Management Plan** – Describes the approach to sustaining a culture of quality throughout the project lifecycle. The quality management model shall describe: **i)** Quality tools / techniques / activities. ii) Approach to standardization and focus on business outcomes. iii) Methodology for monitoring quality performance and process adherence.

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Activities	Work Products
	i) **Integrated Change Management Process** – Describes how change is managed throughout the project lifecycle, including but not limited to formal change requests and defined governance for different levels of change. The change management process includes identifying, evaluating, authorizing, and implementing proposed changes in requirements, schedule, and budget, as well as solution design and acceptance criteria. j) **Resource Management Process** – Describes the on-boarding and off-boarding process for Respondent and OCDA project resources. k) **Communicatious Mauagement Strategy** – Describes communication methods for core project management activities and escalations to senior leadership. l) **Deliverable Management Strategy** – Describes the approach to deliverable planning, creation, submission, review, and approval.
Deployment Planning – Conduct workshops with OCDA and other stakeholders as appropriate to finalize approach for deploying the solution into production, including possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives. **Develop the Project Deployment Plan** –Develop the plan using information gathered in the workshops. **Update, maintain, and revise the Project Deployment Plan, as necessary** – Maintain a detailed Project Deployment Plan for the selected phasing alternative that includes the approach, activities, milestones, schedule and schedule dependencies, risk identification and mitigation strategies, and pre-cutover readiness assessment activities. **Finalize the Project Deployment Schedule** – Once OCDA has approved the Project Deployment Plan, finalize the project deployment schedule.	3) **Project Deployment Plan** – Describes the finalized approach for deploying the solution into production including any phasing strategies, site specific considerations, and benefits and risks of the specified strategy. The Project Deployment Plan shall define the following (at a minimum): a) Summary overview of the current environment and considerations for deployment. b) High-risk transition areas and impact, mitigation strategies, and recommended mitigation actions. c) Key risks, based on finalization of phasing approach. d) Production cutover consideration(s). e) Key decisions that impact the schedule. f) Updated high-level project roadmap and deployment schedule. g) Updated project organizational chart, if / as necessary.

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Activities	Work Products
Finalize the project organization chart	
Develop Baseline Project Schedule to reflect the project timelines, milestones, and deliverables. **Update/publish the schedule and work plan on a weekly basis** to reflect any changes from the baseline plan originally agreed to during the project initiation.	4) **Baseline Project Schedule and Work Plan** – Describes project activities and durations that are assigned to project stakeholders. The Project Schedule will define the following (at a minimum): a) Project Milestones. b) Project Tasks (including dependencies and durations). c) Project Resources (including OCDA, selected Respondent, and third-party Respondents as identified) assigned to each activity and their required level of effort. d) Project Deliverables. e) Deliverable approval periods compliant with OCDA`s process as described in the Deliverable Expectation Documents. f) Critical Path Analysis.
Create a Configuration Management Plan and Configuration Items Log	5) **Confignration Management Plan** – Describes the approach for managing programming changes, third-party software, and configuration settings made in the system, including testing, final approval of deployment, and actual deployment. The Configuration Management Plan defines the following (at a minimum): a) Scope and granularity of configuration management. b) Configuration item taxonomy. c) Configuration data tools/ integration. d) Approach to consistently tracking hierarchical relationships among application and infrastructure components. e) Configuration Items Log - captures configuration items in a register, including identified baselines under control that complies with the requirements of the PMO.

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Activities	Work Products
Create a Stakeholder Outreach and Communication Plan **Perform outreach to stakeholder groups** as defined in the plan to ensure a successful implementation and user adoption of the system.	**6) Stakeholder Outreach aud Communication Plan** – Describes how stakeholder groups inside and outside of OCDA are impacted by the CMS solution. The plan will define the following (at a minimum): a) Summary of Plan: Description of the methodology or approach that the Respondent will use to engage with the identified stakeholder groups. b) Communication Channels: Information related to the type of communication channels that the Respondent intends to use. c) Tools Or Measures to Assess Progress: Information on how the Respondent intends to measure progress and any tools required. d) Established Timeline: Timeline for outreach activities. e) Stakeholder Engagement Table: Submit the following table of proposed methods of outreach and involvement for various stakeholders:
Develop Deliverable Expectation Documents (DEDs) – Define the approach and criteria for satisfactory completion and approval of all deliverables defined in the contract.	**7) Deliverables Expectation Documents (DEDs) – for all project Deliverables**

Methods of Engagement	**Stakeholder**	**Purpose**	**Level of Involvement**
2 <Insert methods of engagement>	4 <Identify stakeholder group>	6 <Insert purpose of the engagement>	8 <Estimate duration of involvement>
3 Recorded webinar	5 Prosecutors	7 Awareness of upcoming integration changes	9 Recorded webinar available one month prior to go live

1.2 Enterprise Analysis and Design

The Respondent will conduct requirements validation of the functional and non-functional requirements identified and provided in **Attachment 3- Functional Requirements** and **Attachment 4 – Non-Functioual Requirements** of this RFP.

The Respondent will collect and review the current state data, hold visioning sessions with stakeholders, and then document and finalize design decisions. The Respondent will introduce, train, and support the workgroups and stakeholders in data collection tasks required for the design process. The Respondent will develop the final detailed design document for the CMS solution and verify completeness and accuracy.

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Objectives:

- Validate the Respondent's understanding of the requirements and submit an updated Requirements Traceability Matrix.
- Expose OCDA and appropriate stakeholders to how the system will look and function early on and continuously throughout the design and development process.
- Follow an agreed upon methodology to clearly define design-level requirements for the future-state solution that are based on stakeholder inputs and collaboration.

Figure 3: Enterprise Analysis and Design Activities and Work Products identifies the minimum Enterprise Analysis and Design activities the Respondent shall be responsible for.

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Figure 3: Enterprise Analysis and Design Activities and Work Products

Activities	Work Products
Review related background documentation. **Meet with business and technical stakeholders** to understand business objectives, activities taken to date, progress efforts, and other relevant information. **Understand target datasets and the future-state solution.** **Provide an updated Requirements Traceability Matrix.** Review the functional and non-functional requirements defined in **Attachment 3 - Functional Requirements and Attachment 4 – Non-Functional Requirements** to validate the Respondent's understanding of the requirements to meet the State's expectations and identify areas for discussion. Conduct joint validation sessions with OCDA and appropriate stakeholders to validate understanding of identified requirements. Submit an updated Requirements Traceability Matrix.	1) **Requirements Analysis and Traceability Matrix (RTM)** – Describes how project requirements are delivered during the project lifecycle, from the RFP to production cutover. The RTM is used to validate that all requirements are delivered and satisfied to defined standards (quality, testing, design, or other). The RTM shall define the following (at a minimum): a) Requirements Definition, e.g.: i) Type (e.g., Functional, Non-Functional) ii) Requirement ID iii) Level 0 Capability iv) Level 1 Capability v) Requirement / Description vi) Priority b) Proposal Response, e.g.: i) Requirement Met ii) Suggested Modification to Requirement or Clarifying Comments c) Enterprise Analysis & Design Review, e.g.: i) Scope Clarifications/ Gaps/ Determination ii) Design Considerations d) Requirements Ownership, e.g.: i) Stakeholder Group ii) Requirement Owner e) Traceability to Validation Artifacts/ Processes, e.g.: i) Design Document(s) ii) Business Process/ Transaction(s) iii) Test Plan(s) iv) Test Script(s)

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Activities	Work Products
Conduct workshops - Engage stakeholders to collect design-level requirements. **Create future state Conceptual Design** - Create conceptual future state design documentation for application, data/content, integration architectures, and all activities required to achieve the overall application architecture associated with the CMS solution.	**2) Conceptual Design Documentation** – Describes the implementation methodology and solution design specifications. Conceptual Design Documentation will define the following (at a minimum): a) Description of implementation methodology (e.g., agile, waterfall, etc.). b) Description of user interface(s). c) Detail specifications for business rules, external system interfaces, validations, screen layouts, and user interfaces. d) Solution software configuration and setup requirements. e) Specifications for solution customizations. f) Security design and programming specifications. g) Inventory of Reports and/or Analytics. h) Inventory of Integrations and business descriptions.

1.3 Build (Development and Configuration)

The Respondent will document and complete the solution build as defined by the final design specifications.

Objectives:

- Perform all necessary execution activities to implement the solution, including integrations with external systems and converted data.

Figure 4: Build (Development and Configuration) Activities and Work Products identifies the minimum Build (Development and Configuration) activities the Respondent shall be responsible for.

Figure 4: Build (Development and Configuration) Activities and Work Products

Activities	Work Products
Develop the Solution Implementation Plan – Describe the solution implementation approach throughout application design, interface design, conversion design, etc.	**1) Solution Implementation Plan** – Describes the CMS solution management tools for all development environments and how they will be used to manage all development efforts using industry-standard software development tools and methodologies. The Solution Implementation Plan shall define the following (at a minimum): a) Industry-standard software development tools and methodologies leveraged for all development environments. b) How the Solution conforms to defined standards for System Design and Systems architecture.

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Activities	Work Products
	c) Approach to gather design-level specifications and develop the design documentation for custom built components such as interfaces. d) Detailed plans for integrating the solution with systems in use by OCDA, criminal justice partners, and other external organizations. e) Respondent shall provide the sub-component plans that describe the following (at a minimum): f) Security Plan – Describes the approach for monitoring the CMS solution security and keeping solution security capabilities current with evolving known and potential security threats. The Security Plan shall define the following (at a minimum): (1) Security roles and responsibilities, mission statement, key terms governing incident response, identification of an incident response lead, and incident detection channels. (2) Strategy to identify and categorize incidents. (3) Process to communicate, contain, eradicate, and recover from incidents. (4) Post-incident activities to ensure continuous security improvement. g) Disaster Recovery & Business Continuity Plan – Describes the approach for initiating disaster recovery and/or business continuity procedures to be undertaken in the event of a disaster affecting solution. The Disaster Recovery & Business Continuity Plan shall define the following (at a minimum): i) Approach for ensuring all information necessary to restore operational service in the event of a disruption are correct and up to date. ii) Functional roles and responsibilities of recovery teams. iii) Description of recovery scenarios that can be implemented. iv) Recovery activities to be exercised and frequency of testing. v) Description/location of data backups, inventories, and/or other related documentation that must be recorded.

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Activities	Work Products
	h) Infrastructure Support Plan – Describes the following (at a minimum): i) Definition of each solution environment (e.g., production, staging, test, etc.). ii) Approach for maintaining application and infrastructure component consistency across all CMS solution environments. iii) Approach for certifying and/or providing quality assurance of the CMS solution environments. iv) Approach for managing environment changes including management of test and deployment of new releases while maintaining capacity to apply hotfixes to production. v) Approach for communicating and supporting testing of the CMS solution environments with external organizations/systems. vi) Approach for establishing initial capacity and anticipated growth requirements for the CMS solution including but not limited to storage, processing, and network bandwidth. vii) Approach to performance tuning to ensure the solution operates optimally and within defined serviced levels, Services shall include (at a minimum): (1) Impact analysis of upcoming patches and upgrades. (2) Modifications to Respondent-provided components and configurations to support upcoming patches and upgrades. (3) Testing and deployment of patches and upgrades in all environments. (4) Continuous health checks of the production system. (5) Continuous tuning and other required system level administration. (6) Recommendations for system performance tuning. (7) Application modifications required to support scheduled infrastructure upgrades. viii) Approach for monitoring on-going usage and growth patterns of the CMS solution resources.

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Activities	Work Products
	including for cumulative growth and peak usage patterns, ix) Approach for deployment of additional capacity as specified in the original plan and per the results of on-going capacity monitoring. x) Approach for preventative and unplanned services to the CMS solution services. xi) Documentation of third-party infrastructure service providers and associated communication and management processes. i) Communication protocols inclusive of OCDA and additional users for infrastructure services.
Develop the solution based on the requirements of the RFP, approved Implementation Plan, and detailed design requirements identified in the previous phase through configuration, interface development, and other applicable development-related activities according to the Respondent's software implementation methodology. **Integrate all components of the solution.**	**2)** Respondent must outline in their response how they will seek opportunities to involve stakeholders early on, including through demonstrations of prototypes, creation and distribution of business design documents, and access to sandbox environments to preview working functionality.
Develop and/or modify all reports. Develop a detailed Conversion and Migration Plan and coordinate all conversion activities. **Convert/Migrate Data** – Work closely with the designated resource (e.g., incumbent Respondent or OCDA technical staff) to create data conversion algorithms, and data maps, identify impacts on existing systems and develop procedures for handling problems such as invalid formats of data values requiring validation.	**3)** The **Data Conversion and Migration Plan** – Describes the scope and approach to converting and migrating legacy application documents and data, where applicable, into the new CMS solution. The Data Conversion and Migration Plan will define the following (at a minimum): a) Scope and approach. b) Data structure, volume, and quality. c) Data mapping between source to target data for all fields to be converted. d) Data transformation rules. e) Testing approach. f) Data validation process and exception reports. g) Communication plan(s).
Conduct Cutover Planning Activities and Create a Cutover Plan - Perform go live cutover planning activities to assess transition readiness, go/no-go	**4)** The **Cutover Plan** will define the following (at a minimum):

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Activities	Work Products
criteria, and fallback positions to be taken if no-go conditions are encountered for individual deployments.	a) A preliminary cutover schedule that clearly defines key milestones, deliverables, tasks, and responsibilities. b) An updated cutover schedule prior to go-live. c) Pre-cutover checklist and post-cutover evaluation criteria. d) Cutover milestones to assess production readiness, go/no-go criteria, and fallback positions. e) Transition readiness assessments, including the preliminary schedule, rollback strategy, assessment scorecards, and defined critical readiness criteria that will drive go/no-go decisions related to overall readiness/preparedness for going live on the CMS solution.

1.4 Testing

The Respondent will develop, conduct, aud provide support to OCDA and the applicable stakeholders in the development and execution of a test plan, test scripts, test cases and test input data. Respondent will lead all testing efforts (except for UAT). See **Figure 5: Scope of Testing Types** and **Figure 6: Defect Definitions** for more detail.

Objectives:

- Prepare a detailed plan to test all aspects of the CMS solution and implement a tracking tool to log system defects from identification through resolution.
- Track expected versus actual test results, track all defects and resolutions, and document rework and retesting efforts for all in-scope test and defect types (refer to the tables below).

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Figure 5: Scope of Testing Types

Testing	Definition	Participants	Timing
Unit Testing	Test the individual units of source code or smallest portion of the solution that will be included in the unit test.	Respondent	During the Execution Phase (e.g., configuration and development); completed satisfactorily prior to moving into System Testing
Integration Testing	Test an assemblage of units to ensure they work properly together. The Respondent shall perform integration testing to validate the successful exchange of information between the CMS solution and all interfacing systems. The Respondent shall coordinate interface testing third party entities.	Respondent, 3rd party Respondents, External or Internal Stakeholders as appropriate	During Interface Development and System Testing
System Testing	Test the entire solution including components that will be integrated on the hosted platform. System tests are executed with functional requirements and address the information flow in the system, where the underlying assembled units are no longer addressed separately, but collectively as a whole. System testing often is the test that indicates to the development community whether the system is behaving as required, verifies, and validates that a system can work in production. The Respondent shall perform end-to-end system testing and resolve any defects discovered, until system test results are produced to demonstrate the successful operation of the system, ensuring that the system is functioning, performing, and processing documents and data correctly.	Respondent, 3rd party Respondents, External or Internal Stakeholders as appropriate	Occurs once development is "code complete"; Must be completed satisfactorily prior to User Acceptance Testing

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Testing	Definition	Participants	Timing
Security/Intrusion Testing	Test the authentication, authorization, and data protection of the application.	Respondent, 3rd party Respondents, External or Internal Stakeholders as appropriate	Must be completed prior to cutover
User Acceptance Testing (UAT)	Validate end-to-end business processes, comparing actual vs. expected results. UAT validates the system setup for transactions and user access, confirms the expected and intended use of the system, verifies performance on business-critical functions, and confirms application integrity. The Respondent shall support UAT testing activities conducted by OCDA and business stakeholders and resolve defects to ensure the CMS solution functions properly and meets the acceptance criteria for exiting the Testing Phase.	OCDA & Business Stakeholders	Occurs after System Testing and Prior to go live

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Testing	Definition	Participants	Timing
	Test 'transaction processing' capacity of the 'system' when the system refers to a process, application, or infrastructure to look at behavior with standard, increased and decreased workload.		
Stress/Performance Testing	The Respondent shall perform performance testing to validate the eventual full-scale use of the system by all users, including mimicking the anticipated growth in the number of users, documents, and storage requirements as the system is deployed. The Respondent shall continue performance testing until performance measures are met and are expected to be met under full operational conditions. The Respondent shall work with third-party network resources to perform a network analysis to determine any likely network deficiencies leading to poor system testing results.	Respondent	Part of System Testing; must be completed prior to UAT
Regression Testing	Retest a previously tested 'system' following modification to ensure that faults have not been introduced/uncovered because of the changes. Common tests include re-runs of previous functional tests and checks of re-emerging of previously fixed faults.	Respondent	Between Phased Deployments

Figure 6: Defect Definitions

Defect Level	Definition
1	A documented Defect that causes: a) Complete application failure or application unavailability b) Application failure or unavailability in one or more of the Authorized Users locations, or c) Systemic loss of multiple essential system functions.

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Defect Level	Definition
2	A documented Defect that causes: Repeated, consistent failure of Essential Functionality affecting more than one user or Loss or corruption of data.
3	A Level 1 Defect with an existing Circumvention Procedure, or a Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.
4	A Documented Defect that causes failure of Non-Essential Functionality or a cosmetic or other Documented Defect that does not qualify as any other service level defect.

Figure 7: Testing Activities and Work Products below provides typical activities and work products that occur during the project phase.

Figure 7: Testing Activities and Work Products

Activities	Work Products
Develop Test Plan based on **Figure 5: Scope of Testing Types** which ou tlines the scope of testing, Respondent's responsibilities, and d efect definitions in **Figure 6: Defect Definitions**	1) The **Test Plan** – Describes the approach to conducting all in-scope testing activities. The Test Plan shall define the following (at a minimum): a) Test objectives. b) Testing scope (e.g., features/functions to be tested or not tested). c) Key decisions, issues, and constraints. d) Testing assumptions, risks, and contingencies. e) Test types: i) Unit Testing ii) Integration Testing iii) System Testing iv) Security/Intrusion Testing v) User Acceptance Testing (UAT) vi) Stress/Performance Testing vii) Regression Testing f) Test management approach: i) Test environment(s). ii) Test tool(s). iii) Test coverage and scripts. iv) Test data (e.g., how test data are created and refreshed).

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Activities	Work Products
	v) Test volume. vi) Frequency of tests. vii) Test automation/ re-use. viii) Change management. ix) Release Management. x) Test quality metrics. xi) Defect tracking. g) Defect remediation release strategy and regression testing.
Setup and Manage Test Environment – Plan, design, and implement a test environment that replicates the production environment and network connectivity. The Respondent shall load the test environment with enough data to perform effective testing. Develop **detailed test conditions**, prepare test scripts, and utilize automated testing tools as appropriate to facilitate the testing process.	2) **Test Cases and Test Scripts** – Describes the conditions and procedures to determine if the new CMS solution is working as expected. A test case can have one or multiple test scripts. Test scripts include the sequence of instructions to be performed on the new CMS solution to verify it is performing as expected. Test Cases and Test Scrips shall define the following (at a minimum): a) Test Case ID b) Test Case Summary c) Related Requirement d) Prerequisites e) Test Script / Procedure f) Test Data g) Expected Result h) Actual Result i) Status j) Comments k) Tester l) Data of Test Execution m) Test Environment
Conduct System Testing and Resolve Defects – For each defect identified during testing, establish a prioritization rating indicating the relative sequence to fix defects as defined in Figure 6: Defect **Definitions** in the previous section.	3) **System Integration Test Results** – Defines the following (at a minimum): a) Date scenario was executed. b) Person who executed the scenario. c) Test result status (pass/fail). d) Defects discovered.

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Activities	Work Products
Submit Final System Testing Results – Perform performance testing to validate the eventual 300% full-scale use of the system by all OCDA users, including mimicking the anticipated growth in the number of users, documents, and storage requirements as the system is deployed. Continue **performance testing** until performance measures are met and are expected to be met under full operational conditions.	e) Retest dates and results. f) Justification for exiting System Test stage.
Submit final system testing results. Support UAT, Defect Resolution, and Submit UAT Results.	4) **UAT Support and UAT Results -** Ensures UAT is completed with defects resolved to ensure the CMS solution are functioning properly. For each test scenario during UAT, the test results shall define the following (at a minimum): a) Acceptance test results for the overall solution. b) Date scenario was executed. c) Person who executed the test scenario. d) Test result status (pass/fail). e) Defect, priority, and resolution log. f) Retest dates and results. g) Justification for exiting UAT stage.

1.5 Training and Knowledge Transfer

As part of the Services to be provided under this SOW, the Respondent will be responsible for developing Knowledge Transfer and Training Plans, developing Training Materials, and conducting OCDA Training and Evaluations, where appropriate.

Objectives:

- Utilize a train-the-trainer approach as well as end user training - based on the size and geographic location of the user group being trained.
- Deliver training courses defined in the Training Plan and provide a Training Completion Report.

Figure 8: Training and Knowledge Transfer Activities and Work Products identifies the minimum Training and Knowledge Transfer activities the Respondent shall be responsible for.

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Figure 8: Training and Knowledge Transfer Activities and Work Products

Activities	Work Products
Prepare a Training Plan – Detailing the different stakeholder groups of trainees and the training methodology and courses to be used for each. Develop a **detailed training curriculum** - Prepare training materials, and deliver training to users, technical staff, and personnel who will be responsible for training new end users and providing refresher training to other OCDA or external staff.	1) **Training Plan** – Describes the approach for delivering training during the project lifecycle. The Training Plan will define the following (at a minimum): a) Course list. b) Target audience role descriptions. c) Specific learning objectives for each user and support role to be used to assess users' readiness to perform their expected roles. d) Lists of materials, facilities standards, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that OCDA is to supply and/or furnish. e) Training calendar indicating the specific attendees and locations for all user training sessions; the calendar also indicates any planned phases or iterations in the delivery of training. 2) **Training Curriculum and Materials** – Defines the following (at aa minimum): a) Course presentation materials/user manuals (Trainer Version). b) Course presentation materials that are current with the configuration and production release. c) Recorded training videos. d) Student training exercises. e) Pre-assessment and post-assessment materials. f) Training data specifications for training exercises (if applicable), including training data initialization procedures.
Deliver training courses defined in the Training Plan and provide a Training Completion Report. **Provide adequate end user support** whether through user manuals or on-line help.	3) **Training Completion Report** – Describes the results of training courses delivered as described in the Training Plan. The Training Completion Report shall define the following (at a minimum): a) Summary of all training provided including course, date, and attendees. b) Summarized training exercise results. c) General observations of completed training and future training recommendations. d) Training satisfaction survey results (survey to be distributed to all stakeholders that participated in formal training classes).

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1.6 Cutover Readiness and Production Go-Live

Figure 9: Cutover Readiness and Production Go-Live Activities and Work Products

Activities	Work Products
Confirm the overall readiness of the hosted infrastructure and/or other third-party provided components to support the CMS solution's application and operation.	1) **Readiness Report** to inform Go/No-Go decision.
Submit updated versions of previously developed plans to reflect activities to be undertaken as part of production support.	2) **Updated Project Implementation Plans** – The list of associated artifacts is below; each plan should include the minimum set of components defined within this SOW and as agreed to with OCDA during the implementation project: a) Risk and Issue Management Plans (note: associated Logs would carry over from the project to production) b) Integrated Change Management Plan c) Deployment Plan d) Configuration Management Plan e) Stakeholder Outreach and Communication Plan f) Security Plan g) Disaster Recovery and Business Continuity Plan h) Infrastructure Services Plan i) Help Desk Support Plan j) Test Plan k) Training Planning, Curriculum, and Materials
Submit the final As-Built System documentation.	3) **Final As-Built System Documentation** – Provide final as-built configuration documentation of each of the delivered environments, including the results of smoke tests of those environments. Respondent shall provide documentation specific to OCDA's CMS solution implementation. 4) **Technical Documentation for Knowledge Transfer** – Provide technical documentation of sufficient depth and clarity to enable technical personnel to understand the underlying structure and function of system components to troubleshoot the application interfaces (including platform, network, and security interfaces), to perform all global and regional administration and operation duties,

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Activities	Work Products
	and to plan for potential future integration with other applications.
Submit the Cutover Completion Report. **Cutover to Production and start providing Production Services** once the first pilot stakeholder group is in production. **Submit updated roles and responsibilities, and resumes,** for key production support staff.	**5) Updated Cutover Plan and Schedule** - Update the preliminary draft of the Cutover Plan created as part of the Project Management phase with the finalized set of activities to cutover the CMS solution into Production, according to a phased approach whereby the solutions will be deployed in groups of OCDA stakeholders over time. a) **Final Cutover Plan shall include a detailed schedule** that clearly defines key milestones, deliverables, tasks, and responsibilities. Using the Cutover Plan as the guide, the Respondent will lead the deployment/cutover effort. b) **Cutover Completion Report** - Respondent shall provide a Cutover Completion Report that validates the full transition of the CMS solution into production.

1.7 Post Go-Live and Transition to Support

The Respondent will provide support for initial production usage of the system. Respondent will coordinate transition to Respondent's ongoing support and maintenance team upon achieving Go-Live and initiating production. Prior to deployment, the Respondent's team will develop processes, policies, and procedures for post-production support.

Objectives:

- Ensure adoption and successful transition for all users.
- Keep the project active until all deliverables have been accepted in accordance with accepted criteria before closeout.

Figure 10: Production Support Activities and Work Products identifies the minimum Production Support & Transition activities the Respondent shall be responsible for.

Figure 10: Production Support Activities and Work Products

Activities	Work Products
Provide a Service-Level Performance Dashboard for OCDA to monitor performance against **Attachment 14 - Service Level Agreement.** **Monitor the production solution** to report on operations and performance metrics against service levels requirements defined in **Attachment 14 - Service Level Agreement**, transaction volumes, status of application support, and problem management activities.	**1) Service-Level Performance Dashboard** – Describes service performance and is used to enhance Respondent and OCDA relationship management through open performance communication. The Service-Level Performance Dashboard will define the following (at a minimum): a) Actionable strategies and remediation plans. b) Management of contract performance.

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Activities	Work Products
Complete project closeout and production readiness activities – Ensure the following are addressed: - OCDA has accepted all deliverables. - All outstanding issues and defects have been resolved or addressed. - Document lessons learned and best practices identified during the project. - All project artifacts have been placed in the project repository. - Transition has been completed to operations, maintenance, and/or business. - Transition Open Defects to Support – any noted deficiencies will be enumerated and associated action plan provided including timing for correction of each such deficiency. - Transfer knowledge to the solutions support staff.	2) **Project Closeout Report** – Provide final report outlining the project's accomplishments against the project scope, budget, schedule, and SLAs. 3) **Monthly Production Support Templates** – Create initial templates of monthly production support reports for OCDA to verify that the reports are sufficient and accurate before the project closes. Reports shall include the following: a. Maintenance services completed per period. b. Maintenance services in progress per period. c. Maintenance services planned next period. d. Upcoming planned release schedule (minimum of 6 months forward looking). e. Risks and issues.
The Respondent and OCDA will agree on additional points of contact and a reporting structure and schedule to support day-to-day operations and reviews of the Respondent's overall performance. These may include technical, financial, and service level requirements reviews as well as the resolution of other operational issues.	4) **No work product associated**
Reporting structures will be documented and maintained by the Respondent in an online repository accessible to OCDA's management team. A regular meeting schedule will be established for the reporting levels outlined in this document. The Respondent must provide processes and procedures acceptable to OCDA that can be used to manage day-to-day relationships in meeting Service Level Requirements and shall include: - Escalation - Contract change management; and	

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Activities	Work Products
- Performance reporting (e.g., Service Level Requirements (SLRs), project status, outstanding service request status) as outlined in the **Attachment 14 - Service Level Agreement.** **Participate in lessons learned activities led by OCDA** - Help the project team and stakeholders share knowledge gained from the project to facilitate repeating desirable outcomes and improvements for future projects and avoiding undesirable outcomes.	**5) No work product associated**

1.8 Production Support and Maintenance during Implementation

The Respondent shall provide ongoing support and maintenance services during the implementation phase of the solution's design and build, as necessary depending on agreed-upon phasing approach of solution launch (i.e. maintenance of solution of solution after phase 1 of Go-live, while subsequent phases are still in development). A final comprehensive list of services will be included as an agreement in the contract between OCDA and the Respondent.

The Respondent shall be responsible for providing production services as agreed to in the final contract and the updated plans listed this SOW once the first site is in production. The Respondent shall update the plans annually or as otherwise mutually agreed upon in the Agreement.

2. Maintenance and Operations

2.1 Overall Maintenance and Operations

OCDA requires the Contractor to provide ongoing production operations and maintenance services once the modern CMS Replacement is live in production. A final comprehensive list of services will be established before go-live of the solution as agreed upon by OCDA and the Contractor.

OCDA requires the Contractor to deliver production services as stipulated in the plans referred to in sections **1.6 – Cutover Readiness and Production Go-Live** and **1.7 – Post Go-Live and Transition to Support** when the system is live. The Contractor must ensure the plans are revised annually or as otherwise mutually agreed upon.

2.2 Patch and Upgrade Support

OCDA requires the Respondent to:

a. Provide relevant patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation.

b. Provide a release strategy with a typical schedule (quarterly, annually) with respect to patches, point upgrades, and major release upgrades. OCDA requires Contractor to maintain version compliance to remain on support and requires the option for OCDA to defer patches/upgrades.

c. Provide tools and documentation to be provided to facilitate patches or upgrades.

d. Have patch/upgrade support options and services for client-hosted vs. single-tenant SaaS vs. multi-tenant SaaS support vs. any other cloud-based models offered.

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e. Identify any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.

f. Establish a patch management process to be in place including the cadence (e.g., patch cycle), types of patches generally applied, approach to systems, and testing.

g. Establish an approach and process in place to support third-party patch releases (e.g., browser updates, windows updates, etc.).

h. Establish an approach to regression testing as it relates to ensuring that technical debt is not introduced as part of future patches.

2.3 Enhancements

OCDA requires the Respondent to:

a. Ensure a management approach for application enhancements, such as assessment of change impact, estimation of required effort to implement the change and change approval requirements.

b. Have a technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.

c. Have an established approach to process future enhancement requests, including methodology for pricing (e.g., function point analysis) and future available resources to fulfill enhancement requests.

d. Collaborate closely with OCDA to address feature enhancements and product updates, including discussions on the prioritization of core product enhancement requests. The Contractor shall provide information on the frequency and scheduling of enhancements' releases. It is expected that the Contractor will maintain a dedicated resource allocation for ongoing product development related to the proposed CMS solution. The Contractor shall demonstrate that there are planned investments for the future growth of their solution, such as major new features and technology upgrades.

2.4 Help Desk and Problem Ticket Support

a. Provide help desk and problem ticket support services and service levels. This includes associated support service cost and rate information in **Attachment 5 - Cost Workbook.**

b. Have established help desk services team that can quickly diagnose, resolve critical problems, and escalate timely.

c. Have established continuous improvement efforts underway or planned to improve the quality of help desk support services.

d. Provide an online knowledge base that can be accessed directly by users and technical staff to obtain answers to frequently asked questions or perform research on symptoms to identify resolutions to known issues.

3. Hosting

The respondent shall provide the modern CMS replacement based on a Software-as-a-Service (SaaS) or other cloud-based solution. OCDA defines a cloud-based model as an application model in which the software is owned, delivered, and managed remotely by the Respondent. Respondents are responsible for delivering software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers / users at any time on a pay-for-use basis or as a subscription based on use metrics.

4. Software and Licenses

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The respondent shall utilize a pay-for-use or subscription model, with a consistent version of the application simultaneously offered to multiple customers, either through a multi-tenant public cloud model, a single-tenant, or an on-premises version. Respondent shall provide software licenses to ensure sufficient and consistent access to all identified OCDA users (currently and future users as necessary) to the CMS solution.

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SECTION C

SCOPE OF PROJECT

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1. Overview and Objectives:

A. Overview

The legacy CMS is utilized to initiate, store, maintain, and create shared access to prosecutorial case records and related documents across OCDA. However, given the system's functional and technical limitations, OCDA has developed and leveraged digital and non-digital solutions and tools to carry out the necessary functions to complete their work.

Since its inception, the existing CMS and its auxiliary systems have undergone periodic updates and enhancements, to tailor these systems to meet OCDA's evolving and expanding business needs. However, the current solutions are aging, and business process adjustments require additional customizations. As a result, updating the system to embrace new business processes and embrace more modern technology has proven difficult, time-intensive, and costly. Therefore, OCDA is planning for the replacement of its existing CMS which is accessed and /or utilized by most staff across the Agency to support overall business operations.

While some of the ancillary solutions and tools in the application portfolio are required per Office and County mandates, some systems provide complementary and/or auxiliary functions that would otherwise be expected to be supported and/or enabled by modern CMS solutions. Some of these external applications and tools are expected to be sunset, as a result of the implementation of the CMS in the future.

B. Project Objectives

Functional challenges prevent the systems from adapting to new and updated business practices. The key functional objectives that the implementation of a modern CMS is expected to address are to:

a. **Support standardization of business processes across OCDA units.** Each unit currently follows its own business practices and workflows for investigating, evaluating, and prosecuting cases.

b. **Eliminate information silos by creating a comprehensive digital case file to track a case from inception to disposition.** Currently case files are managed and monitored independently across multiple digital and non-digital solutions and tools.

c. **Reduce duplicate data entry by centralizing case management data, information, and documents.** Currently case data, information and documents are entered, stored, archived, and accessed across multiple digital and non-digital solutions.

d. **Reduce lengthy and complicated business processes by leveraging configurable and business-rule driven workflows to navigate users through the prosecutorial process and across the system.** The current CMS requires extensive workarounds and adapted/improvised interactions due to the CMS's inability to align with current business needs.

e. **Avoid elaborate and compartmentalized content management by allowing users to centrally store and/or access documents / files related to a particular case or party.** Currently OCDA relies on external content management tools given the existing CMS's storage limitations and security needs. In addition, the need to coordinate the management and sharing of evidence and discovery files and exhibits requires OCDA to rely on multiple internal and external systems.

f. **Provide performance management capabilities to allow users to manage their own workloads and the workloads of their teams.** Currently each unit and staff member therein rely on manual tools and paper-driven processes to manage their own and their teams' assigned cases and associated tasks.

g. **Provide user-friendly and self-service data reporting and analytics capabilities allowing users to create and pull custom and standard reports**. Currently data access and reporting capabilities are severely limited, and a comprehensive querying tool / data dashboard does not exist.

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C. Technical Objectives

Technical challenges make it difficult to manage security risks, and render the CMS incompatible with other systems and unable to effectively meet modern operating standards. The key technical objectives that the implementation of a modern CMS is expected to address are to:

a. **Provide a configurable and customizable COTS solution that meets ever-evolving business needs.** Currently the CMS is limited in terms of configurability and customizability; updates / enhancements are difficult to carry out and OCDA has added new external applications to support required business operations.

b. **Improve searchability and increase accessibility to case data, case files, and documents.** The widespread management of case records across the CMS, ancillary applications, and paper-driven file management tools has rendered it impossible to have a comprehensive view of a prosecutorial case across its entire lifecycle.

c. **Interface with key external systems to receive and transmit case data, case files, and documents.** While OCDA relies on multiple applications to support its business operations, the integration between these systems is severely limited and duplicate data entry is compulsory.

d. **Improve historical tracking and ensure compliance through multiple automated and system-driven audit trails.** Ensuring compliance with regulatory mandates has proven difficult and is limited given the continued reliance on paper processes and human-driven intervention.

e. **Decrease exposure to security risks and improve system performauce by meeting latest industry security and operating standards.** Proper governance and data stewardship is challenging given the current extensive application portfolio and decentralized data management strategies.

a. **Reduce complexity of managing and maiutaining the operational integrity of the system as well as troubleshooting issues.** The new solution is expected to meet the industry standard uptime of 99.5-99.9% uptime, not to include scheduled maintenance times.

2. Functional Overview:

A. Vision

OCDA is looking to not only replace its legacy CMS but also leverage a modern, innovative, and scalable COTS solution to improve overall business operations. The future system must allow OCDA to maintain and update its case records, manage the prosecutorial case flow, and centralize associated data / information in one cohesive and streamlined CMS. To accomplish this, the CMS, at a minimum, must support the organization in meeting the following goals:

1) Digitizing case files
2) Promoting data-driven decision making
3) Supporting workflow and process efficiencies
4) Easing and streamlining data transfer between and across criminal justice partners
5) Enabling scalability for future enhancement and updates

B. Organization

OCDA is organized into three (3) divisions, each focusing on a particular aspect of OCDA business operations. The divisions are as follows:

1) Legal Division

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The Legal Division is comprised of prosecutorial crime units which are comprised of prosecutors that specialize in prosecuting individuals who have been charged with specific criminal charges. Units are organized under four operational divisions and are structured in a 'vertical' or 'horizontal' manner. Prosecutors in 'vertical' units are assigned to and support a prosecutorial case from beginning to end, the initial filing of alleged charges through disposition (and post-conviction activities if appropriate). Prosecutors in 'horizontal' units work in teams. Individual prosecutors in 'horizontal' units are assigned to and focus on supporting one specific aspect of the prosecutorial process. These units are:

Vertical Units:

a. Gang/Target Unit
b. Homicide Unit
c. Major Narcotics Unit
d. Sexual Assault Unit
e. Family Protection Unit
f. Special Prosecutions Unit
g. Major Fraud Unit
h. Insurance Fraud Unit
i. Juvenile Unit
j. The Human Exploitation and Trafficking Unit (HEAT)

Horizontal:

a. Branch Courts
b. Felony Panel

Prosecutorial Support Units:

a. Conviction Integrity Unit
b. Post-Conviction and Special Litigation Unit
c. Science and Technology Unit
d. Writs & Appeals Unit
e. Professional Responsibility and Training Unit (PRTU)
f. Gang Reduction Intervention Partnership Unit (GRIP)
g. Mental Health and Recidivism Reduction Unit

2) Bureau of Investigation Division
**Please Note: While the Bureau of Investigation supports the prosecutorial and law enforcement endeavors of the District Attorney, it provides a wide range of policing services and is tasked with suppressing crime and ensuring criminal cases filed in Orange County are thoroughly investigated. The bureau operates similarly to that of a law enforcement agency.*

3) Administrative Services Division:

The Administrative Services Division offers comprehensive administrative support across seven vital business domains — Facilities, Financial Services, Human Resources, Information Technology, Office Support Services, Public Affairs, and Research — empowering the seamless functioning of our Legal and Investigative Divisions.

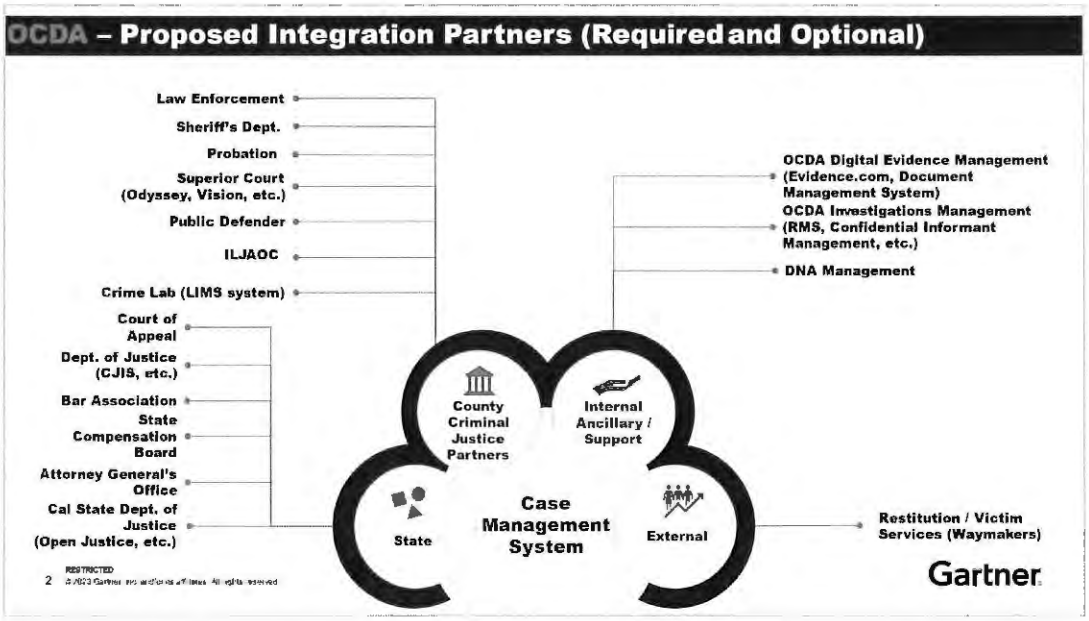
3. Technical Overview:

A. Integrations

Multiple systems are core to the prosecutorial process, in addition to the core CMS. Some of these systems are managed by OCDA, while others are managed by external criminal justice partners. Please see **Figure 1: Expected Integrations** below for a visual representation of the CMS's integration ecosystem:

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Figure 1: Expected Integration Partners



Integration with the systems included in **Table 1: Integrations** are necessary to streamline and centralize the initiation, management, and monitoring of prosecutorial cases within the modern CMS in the future. The integrations that are in scope for this RFP are:

Table 1: Integrations

Partner Grouping	System Partner	System Name	Data / Information shared	Current Data Receipt	Future Frequency	Future Directionality (Incoming / Outgoing)	Required or Optional?
County Criminal Justice Partners	Law Enforcement	Police RMS	Arrest reports and associated data; case information; sending case status updates to PDs (e.g. status changes, new info requests, etc.); future state warrant metadata; includes juvenile submissions from Probation	EDC	Real-Time	Bi-Directional	Required gateway (API) for future integration consideration; not requiring implementation
County Criminal Justice Partners	ILJAOC / Law Enforcement	InTime (Officer Scheduling)	Notification of subpoena issuance; Service of process information	Limited Integration (Bi-directional capable / outgoing only; data sub-set not full set)	Real-Time	Bi-Directional	Required

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Partner Grouping	System Partner	System Name	Data / Information shared	Current Data Receipt	Future Frequency	Future Directionality (Incoming / Outgoing)	Required or Optional?
County Criminal Justice Partners	ILJAOC	Probable Cause Declaration (QuarTech)	Information on the right to hold persons; future state will also store / supply data on warrants	EDC (Manual upload)	Daily	Incoming	Optional
County Criminal Justice Partners	Law Enforcement	AI Investigative Software (e.g., Lexis Nexus)	Investigative person searches (searches for information in public domain on specific persons)	Manual upload to EDC / CMS	Real-Time	Bi-Directional	Optional
County Criminal Justice Partners	Sheriff's Department	County JMS	Booking and release information and other pertinent information stored in Sheriff's JMS	Direct look up in JMS	Real-Time	Bi-Directional	Optional
County Criminal Justice Partners	Probation	Probation Juvenile System	Juvenile filings	Paper drop-off; just added functionality to EDC to support digital submission	Real-Time	Bi-Directional	Optional
County Criminal Justice Partners	Crime Lab	LIMS System	Retrieve completed crime reports	Report sent via email	Real-Time	Incoming	Optional
County Criminal Justice Partners	Crime Lab	WRCS System	Requests to process various crime reports (e.g., toxicology, DNA samples, blood alcohol, etc.)	Manual look up	Real-Time	Outgoing	Optional
County Criminal Justice Partners	Sheriff's Department	CLETS / OCATS	Person record search and person record updates (e.g., address, name, etc.)	Manual look up	Real-Time	Incoming	Optional
County Criminal Justice Partners	Superior Court	Odyssey Portal	Civil hearings, minute orders, case and party related information, settings, dispositions, sentencing, filings, orders for juvenile cases	Manual data entry into CMS	Real-Time	Bi-Directional	Optional
County Criminal Justice Partners	Superior Court	Jira (Future)	eFiling for juvenile cases; court minutes	N/A	Real-Time	Bi-Directional	Optional

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Partner Grouping	System Partner	System Name	Data / Information shared	Current Data Receipt	Future Frequency	Future Directionality (Incoming / Outgoing)	Required or Optional?
County Criminal Justice Partners	Superior Court	Vision	eFilings (charging documents, petitions, motions, etc.), case and party record/data; restitution amounts	Limited Integration	Real-Time	Bi-Directional	Required
County Criminal Justice Partners	Superior Court	Vision	Settings, orders, case dispositions, sentencing information, probation information for adult cases	Limited Integration	Real-Time	Bi-Directional	Required
County Criminal Justice Partners	Public Defender	Public Defender System	eDiscovery documents / images	Nightly push from CMS to JTI eDefender	Real-Time	Outgoing	Required
External	Restitution / Victim Services	Waymakers	Case referrals (including data / documentation) to victim services; victim statements	Via email	Nightly	Bi-Directional	Optional
External	Restitution / Victim Services	State Compensation Board System	Application matching and update to victim info / data in CMS; hearing info; status update to inform SCB of DA victim compensation	Manual look up	Daily	Bi-Directional	Optional
Internal Ancillary / Support	OCDA Evidence Management / Law Enforcement	Evidence.com	Storage and maintenance of evidence files	Manual look up; pdf upload to CMS	Real-time	Bi-Directional	Required
Internal Ancillary / Support	OCDA Investigations Management	Records Management System	Case referrals, communication, maintenance, and management of data / docs	Manual upload of investigation reports	Real-Time	Bi-Directional	Required
Internal Ancillary / Support	OCDA Investigations Management	Confidential Informants Management	Data and information on confidential informants	Nightly CMS match; automatic data update in CII only	Daily	Bi-Directional	Optional
State	California State Department of Justice	Public Data Reporting Systems (e.g., Open Justice)	Regulatory public data reporting	N/A	Daily	Outgoing	Optional
State	Court of Appeals	Public Case Portal	Misdemeanor and federal appeal opinions and outcomes	Manual look up in public case portal; manual	Daily	Incoming	Optional

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Partner Grouping	System Partner	System Name	Data / Information shared	Current Data Receipt	Future Frequency	Future Directionality (Incoming / Outgoing)	Required or Optional?
				update in CMS			
State	Attorney General's Office	Attorney General Appeals System	Appeals packets (for all cases)	Manual call to the AG to request packet; appeal packet emailed to DA	Daily	Incoming	Optional
State	Bar Association	CalBar.ca.gov	Bar card status for defense attorneys and district attorneys	Automatic for attorneys via criminal defense attorney portal	Real-Time	Incoming	Optional
State	Department of Justice	TBD systems / databases	Additional DOJ databases that provide various prosecutorial or other data relevant to OCDA including CODIS Hit Outcome Project (CHOP), Sexual Assault Forensic Evidence Tracking (SAFE-T), etc. Exact data and databased to be determined during implementation.	N/A	Dependent on database	Dependent on database	Optional
State	Department of Justice	CJIS Web Service (California Law Enforcement Code Tables)	Inventory of PC / criminal codes	Manual update to backend CJIS table that feeds CMS	Quarterly	Incoming	Optional

B. Data Migrations

The Respondent shall migrate data to ensure that necessary data and documents stored in other systems are available in the new CMS upon system Go-Live. The data migrations in scope for this RFP are:

1) Existing CMS SQL Database
2) DRM
3) Snoopy (Special Prosecution)
4) Electronic Direction for Complaint (EDC)
5) Digital Evidence Management System (DEMS)
6) Document Management Systems (Google Drive, SharePoint, etc.)
7) Microsoft Access

C. User Interfaces

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The CMS must be accessible by desktop and mobile devices (e.g. tablets, phones, etc.) both on the OCDA network and remotely.

D. Solution Infrastructure

Respondent must include all infrastructure required to operate the proposed solution and comply with the requirements provided herein in a hosted environment.

4. Current and Future Business and Technical Landscape:

A. **Current Business and Technical Landscape**

1) Current Business Landscape

The capabilities below represent OCDA's business functions that are currently supported by a multitude of tools and applications in the current state. These capabilities capture the major business functions currently carried out by OCDA to meet the Agency's stated goals and objectives. These business capabilities include:

a) **Case Initiation Processing**
The ability for OCDA to receive incoming case files and perform all necessary functions to determine what cases to prosecute, and conduct all necessary activities and actions necessary to prepare accepted cases for further processing (e.g., generating charging instruments, conducting arraignments, preparing discovery, etc.).

b) **Case Flow Processing**
The ability to process cases that OCDA has deemed eligible for prosecution. This includes the initiation, routing, monitoring, and overall management of all activities and actions necessary to progress a prosecutorial case from initial filing to disposition (and post-disposition processing if necessary).

c) **Manage Pre-Trial Events**
The ability for OCDA to initiate, conduct, and manage all pre-trial activities and actions necessary to ensure proper exchange of information (i.e. discovery) between the prosecutor and the defense, determine and conduct the best course of prosecutorial action (e.g., plea offers, motion filing, etc.) based on the alleged crimes and charges at hand, and prepare cases for hearing (if appropriate).

d) **Evidence Management**
The ability for OCDA to collect, administer, store, and control access to digital and non-digital evidence documents, files, exhibits, and other artifacts related to a case record.

e) **Trial Processing**
The ability to initiate, conduct, and manage all activities and actions to prepare for trial including jury selection, trial preparation, and trial execution.

f) **Case Support Service Management**
The ability for OCDA to provision and / or lead ancillary support services to ensure completion of case-related activities and actions including managing victim services and assistance, issuing subpoenas, managing confidential informants, etc.

g) **Investigation Management**

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The ability for OCDA's Bureau of Investigation to provide assistance to prosecutors by conducting criminal investigations and providing expert guidance and leadership on investigating known or alleged criminal activity.

h) **Special Case Management**
The ability for OCDA to manage and monitor special prosecutorial cases and post-conviction activities and actions including juvenile case management, civil procedures, public integrity, etc.

i) **Diversion Case Management**
The ability for OCDA to identify, recommend, and bring forth alternative resolutions allowing select defendants to bypass the traditional prosecutorial process in favor of diversion programs.

j) **Post-Disposition Processing**
The ability for OCDA to manage and monitor all post-adjudication events conducted after a defendant receives a disposition order. This includes ensuring post-adjudication compliance, processing appeals, parole management, re-sentencings, expungements/sealings, etc.

k) **Reporting and Analytics**
The ability for OCDA to access, build, and run self-service reports and perform advanced analytics including audit trail and history of data verified at a point in time.

l) **Solution Management**
The ability to manage access to and administration of the solutions and tools supporting and / or enabling OCDA business operations, monitor their workloads, meet regulatory mandates, and ensure operational integrity across the Agency.

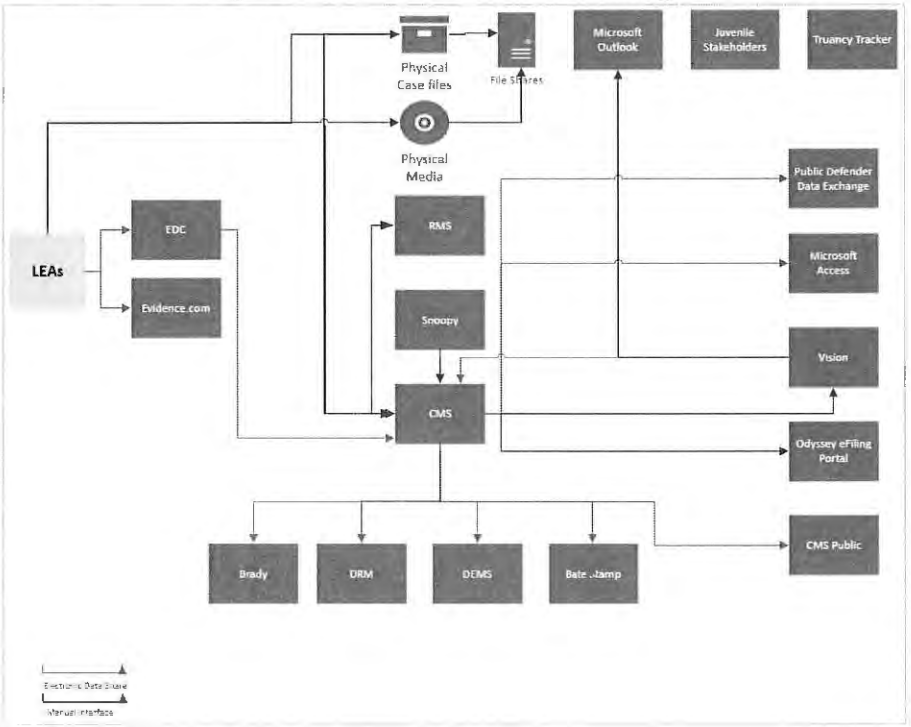
Outdated tools and technology delays obstruct OCDA's current capabilities, making it difficult for OCDA to remain innovative in its management of prosecutorial cases and to maintain its operational integrity across the organization. It is expected that the modern CMS replacement will improve the functional and technical challenges outlined in Section C Part 1.C as well as enable and/or support the relevant capabilities as defined in **Table 2 – Business Capability Model Level 1 Definitious** below.

2) Current Technical Landscape

OCDA generally technically operates as illustrated in **Figure 3 – Current State Architectural Diagram**. This current state architectural diagram lists the current CMS, external interfaces, internal interfaces, and other key systems as they currently operate. Details of these key systems, their continued use, or expected retirement are described in further detail in Section 3 below.

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Figure 3: Current State Architecture Diagram



3) Current Key Systems

Table 3: Current Systems below describes the systems captured **in Figure 3: Current State Architecture Diagram**. The table also indicates whether OCDA expects to retire or continue the use of these systems following the implementation of the modern CMS.

Table 3: Current Systems

Application Name	Description of Use	Unit(s)	Retired Post-CMS Implementation?
Case Management System (CMS)	System used to initiate (log) cases once the DA decides to press charges for an incoming complaint. The system serves as an information 'hub' tracking case data and information (events, case files, etc.).	All OCDA units	Yes
Digital Evidence Management System (DEMS)	System used by select units to store and manage digital evidence.	All OCDA units	Yes
Evidence.com	System used by law enforcement to share evidence with prosecutors and audit trails for chain of custody purpose.	Law Enforcement	No – see Table 1: Proposed Integrations
Records Management System (RMS)	System used by OCDA investigators to store and manage their investigations for certain case types (that require further investigation).	Investigator Unit	No – see Table 1: Proposed Integrations

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Application Name	Description of Use	Unit(s)	Retired Post-CMS Implementation?
Snoopy	System used by the special prosecution unit to initiate and investigate sensitive complaints (e.g., complaint with media attention, charges against an officer, etc.). Once criminal charges pressed, the case is then tracked in CMS.	Special Prosecution	Yes
Discovery Records Management (DRM)	System used by select units to manage the discovery of electronically stored information (ESI), including documents and emails.	All OCDA units	Depends on Discovery and Evidence Management Functionality of Future CMS
Public Defender System	System used to exchange eDiscovery files, documents, and information regarding discovery artifacts with the Office of the Public Defender.	All OCDA units	No – see Table 1: Proposed Integrations
Odyssey Portal	System used by the select units to open court cases and e-file documents for California Courts.	All OCDA units	No – see Table 1: Proposed Integrations
Truancy Tracker	System used by the Juvenile Unit to track adolescent truancy.	Juvenile Unit	No – see Table 1: Proposed Integrations
Microsoft Outlook	Tool used by all units to schedule court appearances and other meetings / events as needed.	All OCDA units	Yes
Electronic Directions for Complaint (EDC)	System that allows law enforcement partners to upload PDFs, interviews, reports, etc. directly to the Orange County District Attorney's Office.	All OCDA units	Yes
Vision Public	Orange County Superior Court system used by all units to access court data, particularly regarding case dispositions (since CMS requires users to manually update case status, which is prone to inaccuracies or inconsistent with CMS status conventions)	All 5 OCDA units	No – see Table 1: Proposed Integrations
Adobe (Bates Stamping)	Tool used to add bate stamp on digital documents	All 5 OCDA units	Yes
Crystal	Tool utilized by research unit to gather and analyze data	Research Unit	Depends on Reporting and Analytics functionality provided by future CMS
PowerBI	Tool being considered and beta tested by research unit to analyze	Research Unit	Depends on Reporting and Analytics

Application Name	Description of Use	Unit(s)	Retired Post-CMS Implementation?
	data and present in a dashboard format		functionality provided by future CMS
Microsoft Access	Tool used by the research unit to track additional data fields not currently captured in CMS.	Research Unit	Yes
BILL System	Repository of specific collections metadata for each person who voluntarily reports to a DNA collection site to provide a DNA sample. Data collected and entered into BILL includes; assigned barcode number, personally Identifiable Information for the person, specifics of the collection, shipping information, etc.	All OCDA Units	Depends on DNA Program management Functionality of Future CMS

B. Future State Business and Technical Landscape

1) Future Business Landscape

The business capabilities represented by **Figure 2: Prosecution Business Capability Model** and defined in **Table 2: Business Capability Model Level I Definitions** below describe OCDA's current business functions that are expected to be enabled and / or supported by the modern CMS solution in the future. The functional requirements outlined in **Attachment 3 – Functional Reqnirements** are organized based on these business capabilities.

Figure 2: Prosecution Business Capability Model

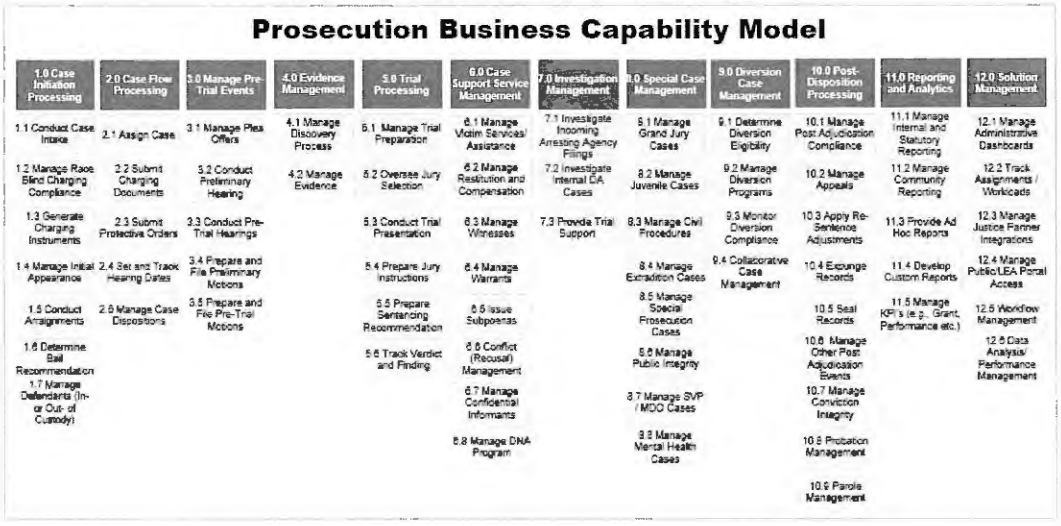


Table 2: Business Capability Model Level 1 Definitions

Level 1 Capability	Definition
1.1 Conduct Case Intake	Receive and review Direction for Complaint (DFC) outlining details of the reported crime (e.g., individuals involved, reported crime(s) committed, charges requested), etc.), assign the case to appropriate OCDA staff (e.g.,

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Level 1 Capability	Definition
	Attorneys, investigators, clerks, etc.), and determine if and what charges should be filed.
1.2 Manage Race Blind Charging Compliance	Based on the parameters outlined in the legislation, ensure that personal identification data related to a defendant's race is not available to the attorney making a charging decision and that that process is auditable.
1.3 Generate Charging Instruments	Upon determination of charges related to the reported crimes, develop the formal charging decision, and assemble charging documents, outlining what charge(s) are to be filed for the reported crimes.
1.4 Manage Initial Appearance	Prepare for and hold first formal appearances to inform the defendant of the charges file against them, convey information on the defendant's rights, and schedule subsequent steps in the prosecution process.
1.5 Conduct Arraignments	Prepare for and conduct initial hearing on the case, where the defendant is officially charged with the crime, is notified whether they will be held on bail, and asked to enter a plea. Defendants may also be informed of other related details (e.g., issuance of protective orders).
1.6 Determine Bail Recommendation	Prior to the arraignment, determine whether bail should be recommended or if there is justification to keep a defendant in custody. If bail is recommended, submit the bail recommendation to the judge to determine if bail should be set and for how much.
1.7 Manage Defendants (In or Out of Custody)	Manage the status of in or out of custody defendants. Track arrest and detainment process for in-custody defendants as well as ensure that out-of-custody defendants are participating in prosecutorial process as required.
2.1 Assign Case	Upon accepting the case from the filing agency, assign the case to appropriate OCDA staff including Attorneys, Clerks, Investigators, etc.
2.2 Submit Charging Documents	File formal charging documents against a defendant with the Court, indicating the initiation of an official criminal case.
2.3 Submit and Issue Protective Orders	Submit protective order requests and receive/manage court orders outlining scope of protections for victims and witnesses while the criminal case is active. These protective orders can include domestic violence protection orders, restraining orders, no contact orders, etc.)
2.4 Set and Track Hearing Dates	Manage hearings for a case. This includes calendar management, filing and responding to hearing reset requests. Hearing types include initial appearances, pre-trial hearings, preliminary hearings, etc.
2.5 Manage Case Dispositions	Monitor and capture the final outcomes of a case.
3.1 Manage Plea Offers	Generate and offer a plea agreement which proposes to the defense and the court a resolution of a defendant's case and modifies charges and/or other terms if the defendant agrees to the terms of the agreement. This may include a guilty or no contest plea.
3.2 Conduct Hearings	Prepare for and conduct hearings on a case where evidence is presented to the judge to determine if and how to move forward with the case. This includes preliminary hearings, pre-trial hearings, etc.
3.3 Prepare and File Motions	Prepare for and file motions to the court, requesting that the court provide a decision or path forward on a specific aspect or activity on a case (e.g., motion to dismiss a charge at pre-trial hearing, motion to suppress evidence to keep it from being introduced at trial, etc.).
4.1 Manage Discovery Process	Identify and collect all materials that should be made discoverable on a case. Track the provision of discovery materials to the defense as required.
4.2 Manage Evidence	Collect, store, and track the inventory of paper, digital, and other forms of evidence related to a case. This may include the production of copies or providing direct access to the Defense as part of the Discovery Process.
5.1 Manage Trial Preparation	Collect, organize, and prepare case materials (e.g., evidence) including tech services, transcriptions, graphics, IT, etc. and complete case actions (e.g.,

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Level 1 Capability	Definition
	collect testimony, complete operational tasks, etc.) for a case to be presented in trial.
5.2 Manage Jury Selection	Prepare for and interview prospective jurors, including preparation for Voir Dire and Voir Dire questionnaires.
5.3 Conduct Trial Presentation	Design, develop, and present a presentation which visually narrates the facts, evidence, and other related details of the case.
5.4 Prepare Jury Instructions	Provide recommendations for instructions to the selected jurors that present and describe applicable laws and legal processes related to the duties and responsibilities of the jury.
5.5 Prepare Sentencing Recommendation	Following the submission of charging documents, determine and document a sentencing recommendation to be shared with the court for consideration.
5.6 Track 3rd Party Trial Involvement	Manage the involvement of third parties (i.e., a person, group, or entity independent of the prosecution and the defendant) on a case
6.1 Manage Victim Services/Assistance	Provide and manage a variety of services to support the victims affected by a case. These services can include emergency assistance, counseling, court escort assignment, and crisis intervention.
6.2 Manage Restitution and Compensation	Generate and submit motions for restitution to provide funds to the victims affected by a case. When appropriate, track restitution payments made prior to judgement and sentencing. Orange County Probation, California State Victim Compensation Board, and Waymakers are in charge of handling the restitution process for all of OCDA.
6.3 Manage Witnesses	Identify, interview, and collect testimony from witnesses on a case. Schedule witnesses for hearings and manage communications.
6.4 Manage Warrants	Prepare and file probable cause affidavit and warrant requests. Review and manage warrants aka writs issued by the court that authorizes an action that would otherwise be considered unlawful (e.g., search and seizure, arrest, etc.).
6.5 Manage Subpoenas	Issue, review, and manage subpoenas aka writs issued to compel testimony and/or produce evidence on a case. Subpoenas can be issued by the prosecution, defense, or the court.
6.6 Conflict (Recusal) Management	Removal of a prosecutor or the entire OCDA office to prosecute a case due to a known or newly reported conflict of interest.
6.7 Manage Confidential Informants	Identify and manage witnesses that can provide information on cases being investigated or prosecuted while maintaining their confidentiality.
6.8 Manage DNA Program	Support the investigation and reporting of cases through the collection of DNA samples that are compared to DNA evidence collected within a crime scene.
7.1 Provide Trial Support	Support prosecution during the trial to uncover facts, collect additional evidence, analyze case information / documentation, provide testimony.
7.2 Investigate incoming arresting agency filings	Provide investigative support to prosecution and law enforcement agencies for select cases initiated by law enforcement agencies. Activities include additional evaluation of a case and its merits, developing leads for additional witnesses, witness interviews, evidence collection, etc.
7.3 Investigate internal DA Investigations/cases	Provide investigative support to prosecution on select cases and investigations that may lead to the filing of charges, initiated internally by the District Attorney's office. Activities include additional evaluation of a case and its merits, developing leads for additional witnesses, witness interviews, evidence collection, etc.

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Level 1 Capability	Definition
8.1 Manage Grand Jury Cases	Investigate and complete subsequent case actions (e.g., collect testimony) for select serious state felony cases that will be presented to the Grand Jury. Prepare and present to the Grand Jury.
8.2 Manage Juvenile Cases	Investigate, prosecute, and complete subsequent case actions for juvenile cases, cases involving defendants under the age of 18.
8.3 Manage Extradition	Initiate and manage process of ensuring that an individual (defendant or witness) is delivered to Orange County for trial.
8.4 Manage Special Filings and Cases	Investigate, prosecute, and complete subsequent case actions (e.g., collect testimony) for special filings and cases.
8.5 Manage Public Integrity Unit	Oversee the initiation, investigation, and prosecution of cases where alleged criminal misconduct took place.
8.6 Manage SVP / MDO Cases	Investigate, prosecute, and complete subsequent case actions (e.g., collect testimony) for SVP and MDO cases, cases involving alleged sexual violent predators (SVP) and Mentally Disordered Offenders.
8.7 Manage Mental Health Cases	Investigate, prosecute, and complete subsequent case actions (e.g., collect testimony) for SVP and MDO cases, cases involving defendants with alleged mental health disorders / illnesses.
8.8 Manage Public Records Act Requests	Receive and fulfill requests from the public through the Public Records Act. These requests can be sent via email, online on the OCDA website, or on paper. The requests must be responded to promptly within 10 days as required by law.
9.1 Determine Diversion Eligibility	Determine if the defendant in a case is eligible to participate in a diversion program, deferring further proceedings while the qualifying defendant completes their court-ordered diversion program.
9.2 Manage Diversion Programs	Track cases and defendants entering diversion programs and anticipated completion date.
9.3 Monitor Diversion Compliance	Ensure qualifying defendants participating in a diversion program, are meeting the requirements / expectations of their assigned program.
9.4 Manage Treatment Courts	Manage cases assigned to alternative treatment courts that provide supervision of judicial system and rehabilitation programs for specific qualifying cases. These cases include defendants dealing with drug addiction, mental illness, etc.
10.1 Manage Post-Adjudication Compliance	Ensure that defendants are completing the actions and compliant to the terms of the judgement and sentence of a case.
10.2 Manage Writs and Appeals	Review and revisit cases whose convictions are being appealed or challenged (aka by Writ) by one or more parties involved in the original case.
10.3 Apply Re-Sentence Adjustments	Adjustment and re-application of a criminal sentence due to an issue / error with the original sentence and / or as a result of a change in statute. Re-sentencing adjustments can be initiated by the defendant, by statute, by the DA, or by the Court of Appeal. This also includes cases of clemency and / or pardons.
10.4 Expunge Records	Receive expungement orders and manage the expunging of case records, cases where the arrest or conviction is erased from the defendant's criminal history.
10.5 Seal Records	Receive and manage orders to seal case records, cases where the arrest or conviction are made private but remain on a defendant's criminal history.
10.6 Manage Post Conviction Litigation	Review and manage actions taking place after the initial adjudication of a case. These actions include post-conviction petition and motions authorized by statute, post-conviction Brady compliance and post-conviction restitution issues.

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Level 1 Capability	Definition
10.7 Manage Conviction Integrity	Prevent, identify, and remediate false or otherwise erroneous case convictions.
10.8 Probation Management	Monitor probation activities and compliance to determine need to intercede (motion to revoke) or otherwise advise the court on subsequent actions.
10.9 Parole Management	Monitor parole activities and compliance to determine need to intercede (motion to revoke) or otherwise advise the court on subsequent actions.
11.1 Manage Internal and Statutory Reporting	Collecting, compiling, and aggregating data reports to be submitted internally and externally to regulatory agencies.
11.2 Develop Custom Reports	Collecting, compiling, and aggregating data to fulfill one-off reporting requests based on user-defined criterion.
11.3 Manage KPIs (e.g., Grant, Performance etc.)	Establishing, measuring, and monitoring key performance indicators that support the District Attorney's office in measuring the effectiveness of their business operations, programs, and prosecutorial process.
12.1 Manage Administrative Dashboard	Manage dashboards that enable managers, supervisors, and system administrators to manage their teams, processes, and workflows across the three divisions (Legal, Bureau of Investigations, Administration). This includes user authorizations, case assignments, workflow queue management, etc.
12.2 Track Assignments/ Workloads	Assign, track and monitor case assignments and workloads across the entire prosecutorial team to ensure efficient and effective distribution of case assignments to the appropriate teams / individuals. Cases can be assigned to individuals or teams of individuals (e.g., Mental Health Unit).
12.3 Manage Justice Partner Integrations	Manage and monitor the receipt, transmission, and transfer of data from justice partners. This includes law enforcement agencies, courts, etc.
12.4 Manage Public/Authorized User Portal Access	Manage public and authorized access to the Public and Authorized User Portal that supplies data and information on prosecutorial cases to the public and a variety of authorized users including witnesses, victims, victim advocates, defense attorneys, etc.
12.5 Workflow Management	Organization and coordination of staff and their assigned activities that need to be completed as part of the prosecution process.
12.6 Data Analysis / Performance Management	Develop business cases and data views to provide data insights to better manage and achieve goals of OCDA.

2) Future Technical Landscape

The implementation of the modern CMS will be central to the DA technology ecosystem and the solution must meet the specific and unique large-volume needs of the OCDA. In order to support the expected business capabilities and OCDA's overall business operations outlined in **Figure 2: Prosecution Business Capability Model**, the following non-functional (technical) capabilities must also be enabled by the future CMS. The non-functional requirements outlined in **Attachment 4 – Non-Functional Requirements** are organized based on these non-functional (technical) capabilities.

a) **Auditing**
Ability to perform and track audits within the CMS solution in accordance and compliance with a set of rules, laws, or other regulatory mandates.

b) **Availability**
Ability to ensure suitable recoverability and protection of the future CMS solution from system failures, natural disasters or malicious attacks.

c) **Content Management**
The ability to upload, store, and access diverse content (documents, files, audio, video, etc.) within the CMS solution.

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d) **Data Integrity**
The ability to ensure quality, completeness, validity, and security of data stored in the CMS solution.

e) **Document Management**
Ability to perform data management tasks within the CMS solution tailored for typical unstructured documents (including compound documents). This includes managing the flow of documents through their appropriate life cycles.

f) **Environment**
The ability to operate the CMS solution within multiple technical environments (e.g., testing, production, etc.).

g) **Expunctions and Redactions**
The ability of the CMS solution to expunge or redact specific data, information, or documents within a case record or the entire case record depending on the circumstances and/or directive mandates.

h) **Integration**
The ability to enable the CMS solution to transmit data to and / or from other independent applications and solutions within the organization's internal and external application ecosystem. This includes orchestrating the integrated flow of multiple activities performed by disparate applications and providing access to data and functionality from independently designed applications through the CMS solution.

i) **Maintain Secure Access to Prosecution Records**
The ability to manage and maintain access and ensure security over prosecution records within the CMS solution.

j) **Maintain Statutes and Codes**
The ability to add, update, and otherwise maintain prosecutorial statutes and codes within the CMS solution.

k) **Maintainability**
The ability to identify, troubleshoot, repair, and improve software code within the CMS solution.

l) **Manageability**
The ability to manage the CMS solution to ensure consistent and continued performance and overall health of the solution.

m) **Performance**
The ability to measure and monitor the performance of the solution based on user actions and system activities.

n) **Recoverability**
The ability of the CMS solution to recover and restore its operations in the event of an error, breach, or other unforeseen failure.

o) **Regulatory**
Ability to set-up and configure the CMS solution to adhere to laws, regulations, guidelines, and specifications relevant to business' operations and audit needs.

p) **Reliability**
The ability of the solution to consistently perform at the level expected without error or failure.

q) **Reporting**

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The ability to access, pull, export, and manipulate data stored in the CMS solution.

r) **Security**
The ability of the CMS solution to address security breaches, ensure security of information contained therein, and proactively mitigate potential security risks.

s) **Serviceability**
The ability to monitor the CMS solution and perform necessary maintenance services on a component of the solution or the solution as a whole.

t) **Usability**
The ability of users to easily access, navigate through, and perform relevant functions in the CMS solution.

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Attachment A.1 Staffing Plan

Journal Technologies – Project Team Introduction

About the Team

The Journal Technologies project team brings together deep expertise in case management implementations with decades of combined experience across eProsecutor, eDefender, and eSeries. Our specialists cover every aspect of delivery — from program management and consulting to system configuration, data integration, reporting, and training. With a proven track record of successful statewide and county-level deployments, we provide clients with reliable, tailored solutions that enhance efficiency, support long-term adoption, and deliver measurable results.

Team Chart

Program Lead

- Jacob May – Program Manager

Team Members

- Scott Sperry – Senior Data Integration Developer
- Alvaro Lopez-Romero – Senior Data Integration Developer
- Andrew Karren – Principal Software Implementation Specialist
- Logan Fancher – Senior Software Implementation Specialist
- Arya Bondarion – Senior Software Implementation Specialist
- Brian Decaria – Senior Software Configuration Specialist
- Colton Anderson – Intermediate Software Implementation Specialist
- Austin Robbins – Junior Software Implementation Specialist
- Harrison Cooper – Junior Software Implementation Specialist

Team Profiles

Jacob May – Program Manager

- Experienced Program Manager, Senior Systems Analyst, and Consultant at JTI.

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- Skilled in training, workflow configuration, and stakeholder coordination.

- Experienced in managing large-scale client implementations across prosecution and defense.

Scott Sperry – Senior Data Integration Developer

- With JTI since 2015, specializing in data conversions, integrations, and complex business logic.

- Skilled in coding, workflow automation, and database management.

- Experienced in delivering highly technical solutions for eSeries implementations.

Alvaro Lopez-Romero – Senior Data Integration Developer

- With JTI since 2019, experienced in business process automation and data integration.

- Skilled in developing interfaces between JTI systems and third-party applications.

- Proficient in screen, search, workflow, and report configuration, with expertise in eProsecutor charging.

Andrew Karren – Principal Software Implementation Specialist

- Over 14 years at JTI, expert in eProsecutor and eDefender configuration.

- Skilled in business process design, training, and solution delivery.

- Provides technical leadership and guidance on large-scale projects.

Logan Fancher – Senior Software Implementation Specialist

- With JTI since September 2019, specializing in add-on development and escalated support.

- Skilled in system configuration and long-term client support.

- Experienced in client training and troubleshooting to ensure smooth adoption.

Arya Bondarion – Senior Software Implementation Specialist

- With JTI for 5 months, bringing a strong technical background to eSeries delivery.

- Skilled in system configuration and implementation support.

- Experienced in troubleshooting and technical solution design with a client-focused approach.

Brian Decaria – Senior Software Configuration Specialist

- With JTI for over 11 years, working across business intelligence, implementation, and systems analysis.

- Skilled in software configuration, training, and project management.

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- Experienced in supporting prosecutors and defenders with tailored solutions.

Colton Anderson – Intermediate Software Implementation Specialist

- With JTI since August 2021, specializing in Power BI and data-driven reporting solutions.

- Skilled in front-end development to improve usability and efficiency.

- Experienced in system configuration and client-focused interface design.

Austin Robbins – Junior Software Implementation Specialist

- Focused on document templating for eSeries implementations.

- Skilled in workflow configuration to streamline case management processes.

- Experienced in form configuration to support agency-specific requirements.

Harrison Cooper – Junior Software Implementation Specialist

- With JTI since September 2024, specializing in form configuration.

- Skilled in workflow development to optimize case management processes.

- Experienced in search development for improved data retrieval.

Team Key Projects

National / Statewide

- Oklahoma District Attorneys Council (DAC)

- Oklahoma Indigent Defense System (OK)

- Utah Prosecution Council (UT)

- Vermont – State's Attorneys and Sheriffs

- Texas Medicaid Fraud Control Unit (MFCU)

- New Mexico AODA

District Attorneys / Prosecutors

- The Florida Bar (FL)

- Monroe County DA (NY)

- Fairfax County Commonwealth Attorney (VA)

- San Francisco District Attorney (CA)

- Fresno County District Attorney (CA)

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- Butte County District Attorney (CA)
- Tulare County District Attorney (CA)
- Placer County District Attorney (CA)
- Mendocino County DA (CA)
- Montgomery County DA (AL)
- McLean County State's Attorney (IL)
- McHenry County State's Attorney (IL)
- Yakima County Prosecutor (WA)
- Columbia City Prosecutor (MO)
- Beaverton City Prosecutor (OR)
- City of Federal Way Prosecutor (WA)
- Lyon County District Court (NV)
- Kaua'i Prosecuting Attorney (HI)
- Davis County Attorney's Office (UT)
- Carbon County Attorney's Office (UT)
- Washington County Attorney's Office (UT)
- Salt Lake City District Attorney (UT)
- Shasta County District Attorney (CA)
- Imperial County District Attorney (CA)

Public Defenders

- Humboldt County Public Defender (CA)
- Santa Barbara Public Defender (CA)
- Cook County Public Defender (IL)
- Solano County Public Defender (CA)
- Thurston County Public Defender (CA)
- Baltimore Office of the Public Defender (MD)

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- Yakima County Defender (WA)

- Santa Clara Public Defender (CA)

Attorney Generals / Government Offices

- District of Columbia Office of Inspector General (IU, RAFP, MFCU)

- Delaware Department of Justice / Attorney General (DE)

- Mississippi Attorney General (MS)

- Baltimore Attorney General's Office (MD)

- Helena Attorney General's Office (MT)

- Arizona Corporate Commission (AZ)

- Connecticut Workers' Compensation Commission (CT)

Skills Snapshot (Team-Wide)

- Configuration & Implementation: eProsecutor, eDefender, eCourt/eSeries, forms, workflows, searches, business rules.

- Data & Integration: SQL (T-SQL), Groovy, XML, SSRS, Jaspersoft, Power BI, data conversions, business process automation.

- Development: HTML/CSS, JavaScript/jQuery, front-end interface design, custom screen development, report building.

- Project & Delivery: Training, client support, stakeholder coordination, process design, business intelligence, project management, change management.

- Consulting & Systems Analysis: Business process review, requirements gathering, solution design, technical and functional analysis.

- Technical Solutioning: System configuration, troubleshooting, performance optimization, complex problem-solving.

Scott Monchunski, Solution Architect

Scott is a seasoned solutions architect with over two decades of experience in software development,
project management, and data conversion. He has worked at Journal since 2005, serving as Solution
Architect and Project Manager, leading complex data conversions for many of our larger deployments.

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His expertise spans Microsoft C#/.NET, SQL Server, XML, and XSLT, with a proven track record of
and external agencies.
Prior to his work at Journal Technologies, Scott held senior consulting and development leadership roles
at multiple software firms, where he managed multimillion-dollar projects, guided technical teams, and
built scalable enterprise solutions.

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CMS Project

Attachment A.2 Implementation Plan

Case Management System Project

Version 1.0

COMMERCIAL-IN-CONFIDENCE

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Introduction

Document Purpose

This implementation plan articulates the approach Journal Technologies, Inc (Journal) recommends for the Case Management System (CMS) implementation. It is based on over a decade of implementing the eSeries case management system at the local, county, and state levels worldwide.

Document Scope

The scope of this document encompasses Journal's delivery of the eSeries solution. Because of the way in which the parties are working together in a collaborative way, this implementation plan by necessity covers areas that encompass both Journal and the customer responsibilities. This plan makes clear in such cases where responsibility and accountability are assigned.

Background

The CMS Project will be formally established upon contract execution.

Version and Review Cycle

The CMS Project includes a project initiation phase during which the implementation plan will be reviewed, refined, and approved. This includes reviewing all governance documents, methodology plans, and establishing the project plan. Following the review, each artifact will be approved by both parties and stored in the appropriate common SharePoint project folders.

Strategy

The CMS Project occurs in a single phase. This establishes the case management system baseline for the customer. The baseline will consist of the following components:

- **Case structure** to allow cases to be managed from initiation through disposition (entire case life cycle).
- **Financial management** including distribution splits to the appropriate general ledger line items.
- **Conversion mapping and scripts** to migrate the data from the legacy systems to the eSeries case management system (data model).
- **Integration** to identified third-party agencies.
- **Document definitions** for uploads and generation using the eSeries metadata.
- **Process automation** leveraging eSeries workflow engine.
- **Courtroom process** including calendars, case review, document annotation, and case adjudication.
- **Searches and reports** to allow data inquiry and statistical analysis.
- **Security** to restrict access based on user authorities (roles).
- **Public portal** including eFiling.

The following project artifacts and methodologies are key to success.

- Roles and responsibilities (RACI)
- Communication plan
- Project plan
- Risk plan
- Change control plan

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- Conversion plan (including mapping & scripts/utility)
- Integration plan (including mapping & deployment guides)
- Security matrix
- System test plan
- System test use cases
- System adminstration guide
- Organizational Change Mangement (OCM) Plan
- Training plan
- Training curriculum
- Repeatable Go live plan
- Automation diagrams
- Lessons learned

Journal will train the customer personnel on the technology framework to ensure they gain the appropriate skill sets to take the lead aspects of the implementation and maintenance.

Key Assumptions

The project plan and implementation strategy are based on the following assumptions. Time is of the essence for this project, and our mutual ability to manage to the critical path depends on adhering to these core tenets. Deviations from these assumptions may result in an impact to the project which will follow the change management process.

- Dedicated customer resources will be provided for track delivery within each phase (e.g. document templates, reports, processes, interfaces, conversion).
- The CMS baseline will be adhered where feasible. Introduction of change will follow the change management process and may have an impact to the schedule.
- Track delivery is budgeted, which will be monitored to ensure delivery is on schedule and not at risk due to the introduction of additional scope/requirements.
- An inventory of 'To Be' processes focused on existing automation and high priority operational bottlenecks will be established prior to project initiation. 'To Be' process diagrams exist to support each item in the inventory. The inventory, and the hours to complete it, must fit within the Process Track budget to complete the configuration.
- Document templates will be established, including format and fill point identification, prior to project initiation.
- New legislative changes are not part of the project plan. Introduction of legislative change during the project will follow the change management process and may impact the schedule.
- The customer will transfer the legacy data to a common database system provided by your organization from which we will insert into the system. Your team will assist with the conversion mapping, and we will use our conversion tools to move the data into the system. Customer conversion testing may need to include data cleaning or scrubbing in the source database after running each conversion iteration.
- Our team will work closely with the customer during the Interface Development process. Your team will:
    - Ensure third-party integration partners are engaged, and schemas/transmission protocol finalized prior to project initiation.
    - Secure any memos of understanding from exchange partners and provide sample artifacts for each data exchange, such as schema and file structures.

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  - Obtain test and production access for each exchange partner and collaborate with Journal on identifying data exchange requirements, per the Journal Interface Plan.
  - Actively participate in the entire Interface Development process, including, but not limited to, gathering and approving requirements, providing feedback and guidance during the development cycle, and thoroughly testing and approving the completed data exchange in a timely manner.

- Each interface is limited in scope. A one-way interface is limited to one data exchange to or from the exchange partner. Each two-way interface is limited in scope to one data exchange in each direction (to and from the exchange partner). A data exchange can be described as a single business transaction. Success or failure return messages and error logging do not count as a data exchange. Each additional data exchange will be considered additional scope. Introduction of change following will follow the change management process and may have an impact to the schedule and cost.
- Requirements lists frequently contain one-to-two-line statements about functionality that an organization desires in its new system. It is important to note that there are different ways in which a requirement can be interpreted and satisfied. We have done our best to answer the requirements given our experience with a wide variety of customers, but your interpretation may be different. We expect to work as partners with your organization to understand how our software will satisfy these requirements. Deviations from the product mechanism to satisfy the requirements may be considered additional scope. Introduction of change following will follow the change management process and may have an impact to the schedule and cost.

Terms

Certain terms may be unique to Journal's implementation methodology. We've provided the following term definition table for reference.

Table 2: Implementation Terms

Term	Definition
Phase(s)	The delivery phase associated with a go live.
Tracks	The main work streams necessary to deliver/implement a phase (Structure, Financials, Conversion, Interfaces, Process, Documents, Searches/Reports, Courtroom, Portal, Security, System Testing, Training).
Case Structure	The setup of eSeries to ensure all metadata needed to manage a case from initiation through disposition can be added, updated, and viewed.
Financial Structure	The setup of eSeries to ensure financial transactions are captured, managed, and distributed to the appropriate general ledger accounts.
Process (Workflows)	Automation to introduce efficiencies relating to case management from initiation through disposition.
Interfaces	The exchange of data between eSeries and third-party partners.
Data Conversion	The migration of legacy source systems into the eSeries metadata.

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Documents	The generation of court documents using templates that provide formatting while pulling in eSeries metadata.
Searches/ Reports	Criteria entered / used to perform a search which is rendered as search results or a formatted report.
Security	Authority (role) based security to control access to the CMS solution.
Portal	Portal for public and identified partner agency consumption.
System Testing	End to end system testing encompassing all aspects of the final solution, including but not limited to the baseline configuration, workflows, documents, reports, conversion, and interfaces.
Train The Trainer	System administration and train the trainer to transfer knowledge to allow the customer to facilitate subsequent system administration and end user training.
Mock Live	Go live simulation with critical areas of operation within the organization.
Go Live/Support	Cut over to new CMS production system (eSeries) including live support.

Project Approach

Project Phase(s)

The project will be delivered in a single phase. Within each phase the following tracks will be completed. Table 2 (below) sets out the Tracks within each Phase.

Table 3: Project Tracks

Track #	Track Name
1	Project Initiation/Planning
2	Case Structure
3	Financial Structure
4	Data Conversion
5	Interfaces
6	Documents
7	Courtroom/Calendars
8	Process (Workflows)
9	Searches / Reports
10	Security
11	Portal
12	System Testing
13	Training
14	Go Live / Support

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Project Deliverables

The table below is a list of the key deliverables broken down by track for each. The CMS Project consists of a single phase which will adhere to the key deliverable schedule.

The table below identifies which party is Responsible and Accountable for each key deliverable. Consistent with the structure, process, and risk allocation for the CMS Project, the key deliverables in this table are being delivered and accepted collaboratively between Journal and Customer, notwithstanding the clear contractual delineation around responsibility and accountability below.

- Responsible (R) = Responsible for taking the lead on the Deliverable.
- Accountable (A) = Responsible for accepting the Deliverable has been completed satisfactory.
- Informed (I) = Informed by responsible / accountable stakeholders.

It is possible to have more than one party Responsible for the same Deliverable; only one party can be Accountable.

For the avoidance of doubt, this list only includes key deliverables where Journal is involved, not any other unrelated key deliverables which may be prepared by the customer in which Journal does not need to have visibility.

Table 4: Track and Key Deliverables List

Phase Name	Track No.	Track Name	Key Deliverables	Customer	JTI
PROJECT	1	Project Initiation	Project Kick-Off	R	A, R
			Project Plans	A, R	R
			Establish Project Team Access	A, R	R
			Establish Project Environment(s)	A, R	R
			Establish SharePoint / Jira	I	A, R
			eSeries Base Software Installed	A	R
PHASE 1	2	Case Structure Requirements	Case Structure Workbooks	A, R	R
			Case Structure Journey Maps	A, R	R
			Case Structure Requirements	A, R	R
	2	Case Structure Configuration	Case Workbooks Load	A	R
			Case Structure Sprints (Configuration)	I	R
			Case Structure Testing	A, R	R
			Case Structure Issue Resolution	A	R
			Case Structure Sign Off	A	R

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Phase Name	Track No.	Track Name	Key Deliverables	Customer	JTI
	3	Financial Structure Requirements	Financial Structure Workbooks	A, R	R
			Financial Structure Requirements	A, R	R
PHASE 1	3	Financial Structure Configuration	Financial Structure Sprints (Configuration)	I	R
			Financial Structure Testing	A, R	R
			Financial Structure Issue Resolution	A	R
			Financial Structure Sign Off	A	R
	4	Data Conversion	ETL (extract, transform, load) / Mapping (1)	A, R	R
			Scripts (1)	I	R
			Run (1)	R	A, R
			Testing (1)	A, R	I
			Issue Resolution (1)	A	R
			Sign Off (1)	A	R
			ETL (extract, transform, load) / Mapping (2)	A, R	R
			Scripts (2)	I	R
			Run (2)	R	A, R
			Testing (2)	A, R	I
			Issue Resolution (2)	A	R
			Sign Off (2)	A	R
			ETL (extract, transform, load) / Mapping (3)	A, R	R
			Scripts (3)	A	R
			Run (3)	A	R
			Testing (3)	A, R	I
			Issue Resolution (3)	A	R
			Sign Off (3)	A	R
			Production Run (aligns with go live)	A, R	R
	5	Interfaces	Interface Requirements Specifications	A, R	R
			Interface Mappings	A, R	R

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Phase Name	Track No.	Track Name	Key Deliverables	Customer	JTI
			Interface Development	R	R
			Interface Testing	A, R	I
			Interface Issue Resolution	A	R
			Interface Sign Off	A	R
PHASE 1	6	Documents	Document Inventory	A, R	
			Document Definitions (Upload, Generation)	A, R	R
			Document Template Fields	A, R	R
			Document Templates	A, R	R
			Document Testing	A, R	I
			Document Issue Resolution	A	R
			Document Sign Off	A	R
	7	Courtroom / Calendars	Requirements	A, R	R
			Timeslots	A, R	R
			Minutes	A	R
			Prosecutor View	A	R
			Stamps / Signatures	A, R	R
			Calendars	A	R
			Testing	A, R	I
			Issue Resolution	A	R
			Sign Off	A	R
	8	Process (Workflows)	Workflow Inventory	A, R	I
			Workflow Requirements / Diagrams	A, R	R
			Workflow Sprints (Configuration)	I	A, R
			Workflow Testing	A, R	I
			Workflow Issue Resolution	A	R
			Workflow Sign Off	A	R
	9	Searches /	Inventory	A, R	I

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Phase Name	Track No.	Track Name	Key Deliverables	Customer	JTI
		Reports	Requirements for criteria / results / format	A, R	R
			Sprints (Configuration)	I	R
			Testing	A, R	I
			Issue Resolution	A	R
			Sign Off	A	R
	10	Security	Security Narrative	A, R	I
			Security Workbook	A, R	I
			User Inventory (with authority reference)	A, R	I
			Active Directory (consideration)	A, R	R
			Security Sprints (Configuration)	I	A, R
			Security Testing	A, R	I
PHASE 1	10	Security	Security Issue Resolution	A	R
			Security Sign Off	A	R
	11	Portal	Portal Base Software Installed	I	A, R
			Portal Framework Training	A, R	R
			Portal Requirements	A, R	R
			Portal ePayIt (including Payment Gateway)	A	R
			Portal eFiling	A	R
			Portal Sprints (Configuration)	I	A, R
			Portal Testing	A, R	I
			Portal Issue Resolution	A	R
			Portal Sign Off	A	R
	12	System Testing	Use Cases / Testing Scripts	A, R	I
			System Testing	A, R	I
			Issue Resolution	A	R
			System Sign Off	A	R
	13	Training	System Administration Guide	I	A, R
			System Administration Training	A	R

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Phase Name	Track No.	Track Name	Key Deliverables	Customer	JTI
			Train The Trainer	A	R
			Training Curriculum/Documentation	A, R	I
			End User Training	A, R	I
			Training Sign Off	A, R	I
	14	Mock Live (Optional)	Identification Of Operational Candidates	A, R	I
			Mock Live Operational Use Cases	A, R	I
			Mock Live Checklist	A, R	R
			Mock Live Operation Execution	A, R	I
			Mock Live Issue Mitigation	A, R	R
	14	Go Live	Business / Sites Readiness (Checklist)	A, R	R
			Operational Support Ready	A, R	R
			Production Infrastructure Deploy	A, R	I
			Production Software Deployed	A	R
			Go-Live Execution (Plan)	A, R	R

Project Management

Overview

The Journal and customer project teams will use a management methodology and numerous artifacts to control and communicate project progress.

Baseline Phase

At the highest level, the implementation is broken down into a single phase. These will be baselined – both in respect of the CMS Project Contract, as well as the CMS Project. The baselined plan will be validated during the project initiation track.

Project Plan

This is the Project Plan with detailed task for each phase/track including task dependencies. An embedded copy of the Project Plan can be found in this section of our response.

Project Timeline

This is a work breakdown structure (WBS) using Jira Timeline (with Gantt chart). The WBS is built using Journal's implementation methodology. The WBS shows Tasks (deliverables) that are rolled up to Epics (Tracks). It includes dependencies so that the WBS displays the project schedule and reveals items on the critical path to completion. It reflects the real-time work product required to successfully deliver the project. It is used to track the project's progress.

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Our project teams will review, update as necessary, and establish a baseline version during project initiation as we finalize the project plan.

Schedule Management

The project managers are responsible for maintaining the schedule and ensuring that all scheduling artifacts (whether contractual view, project timeline, or Gantt chart) are kept (appropriately) up-to-date, accurate, and consistent with each other. This will be underpinned by project management meetings coordinated by the Journal and customer project managers, to ensure scheduling artifacts are aligned, current, and accurate.

These meetings will review key project metrics directly tied to the project activities, schedule, scope, risks, issues, and resources. The key outcome will be any course corrections captured in updated scheduling artifacts and escalated to the appropriate stakeholders identified in the communication plan. Any proposed modifications will be jointly agreed prior to making the corresponding revisions in the artifacts. Change management will govern the introduction of schedule modifications.

Project Resources

The 'CMS Project Team' is a team of project resources from the customer and Journal working collaboratively.

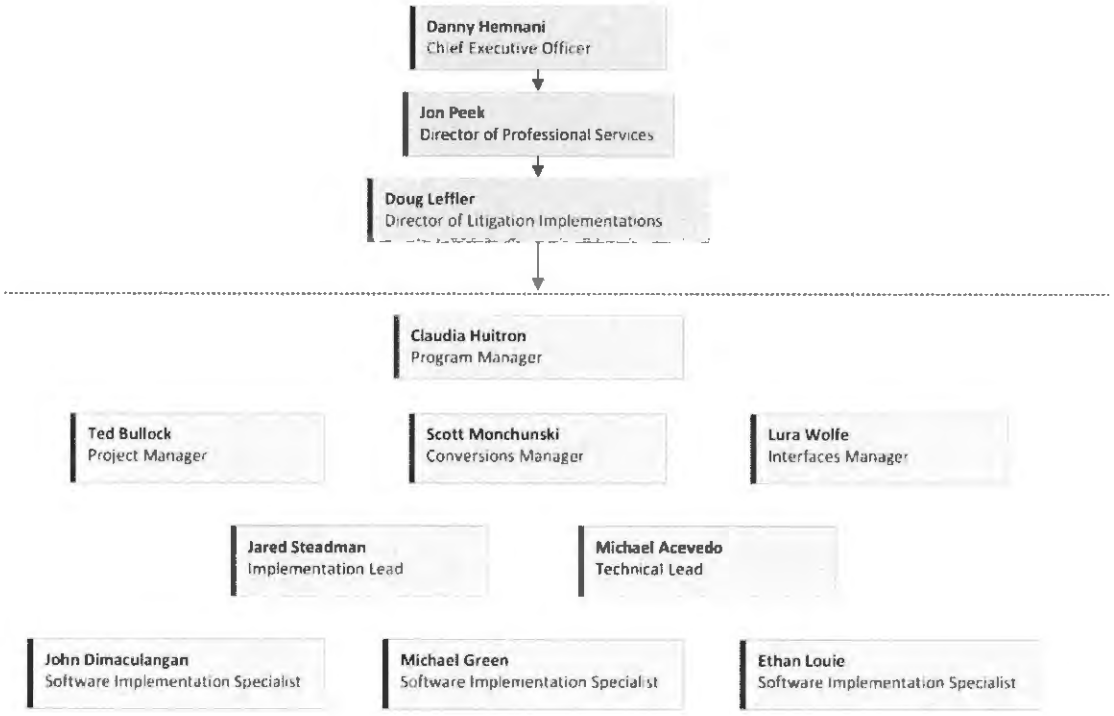
The 'Customer Team' is led by the Customer Project Director.

The 'Journal Team' is led by the Journal Program Manager, with support from the Journal's Project Management Office as necessary.

Each party is responsible for its own team resources and deliverables.

Journal Team

Figure 3: Journal Team Org Chart



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Journal Cycled Team

During specific stages of the project, Journal may engage Specialist Leads for key deliverables.

Journal Team Roles / Allocation

The following roles, estimated allocation, and responsibilities will be provisioned by Journal. Journal will provide a transition plan in the event of any changes.

Table 5: Project Roles / Allocation

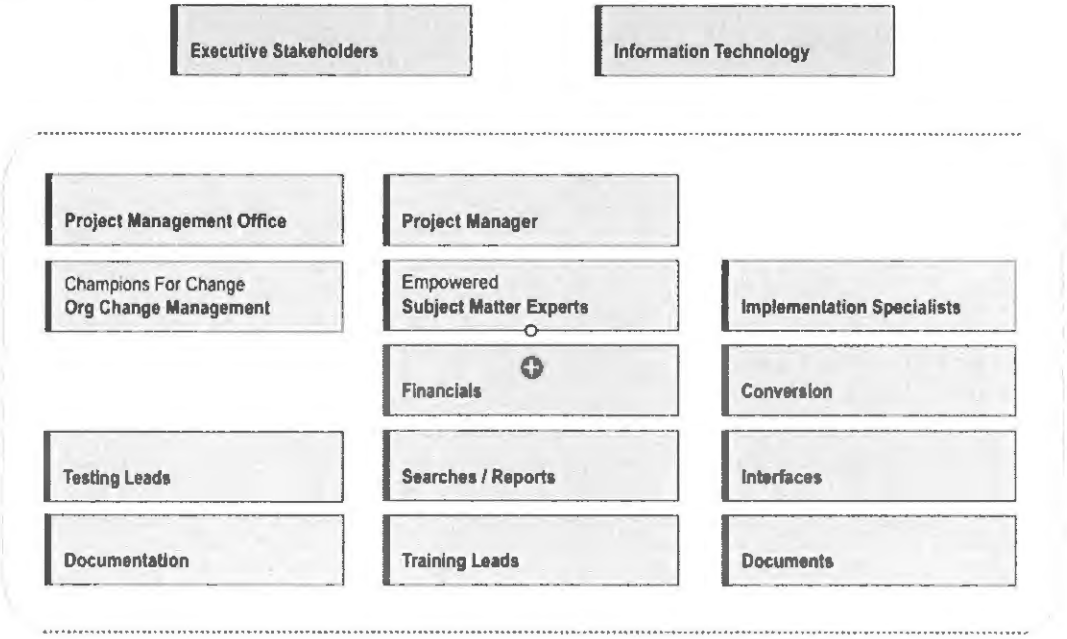
Role	#	Estimated Allocation	Highlighted Responsibilities
Program Manager	1	25%	Executive Oversight, Team Management, Escalation
Project Manager	1	75%	Project Management, Resource Management, Stakeholder Management, Escalation
OCM Lead	1	75%	Help audiences prepare for system and process changes, create/implement change management strategies/plans that maximize employee adoption/usage minimizing resistance. Apply OCM guidelines, frameworks, processes, and practices. Conduct OCM analysis and identify key stakeholders. Work closely with stakeholders to understand goals for change and translate those into impacts on the organization.
Solution Owner	1	75%	Senior Business Analysis, Product Gatekeeper, Release Management
Implementation Specialist	4	75%	Business Analysis, Configuration, Unit Testing, Issue Resolution (structure, conversion, interfaces, courtroom, workflow, documents, portal, searches)
Financial Specialist	1	25%	Financial management specialist focused on CMS accounting configuration.
Interface Manager	1	10%	Interface Oversight / Planning
Interface Developer	2	50%	Interface Development, Unit Testing, Issue Resolution
Conversion Manager	1	10%	Conversion Oversight / Planning
Conversion Developer	1	50%	Conversion Scripting, Unit Testing, Issue Resolution
Report Writer	1	25%	Report Development, Unit Testing, Issue Resolution
Trainer	2	75%	Training Curriculum, Training Delivery, OCM Activities

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Customer Team

Proper resource planning is paramount to the success of the CMS Project. We recommend the customer assign roles and responsibilities that at a minimum mirror the Journal Team, because this sets the customer up for success when a customer transitions to maintenance. A focus on organizational change management sets the foundation for a unified and embraced solution, while mitigating risks associated with a fundamental organization shift. It is also critical to select subject matter experts who understand and have worked with the various case types.

Figure 4: Customer Team Org Chart



Journal Team End-User Computing Requirements

Journal will be able to access the project eSeries environments and the supporting databases as required from their own devices from outside the OCDA network.

Access rights will be managed by the customer using their policies and industry standards. The Jira and SharePoint instances will be managed and controlled by Journal with permission being granted to the appropriate customer stakeholders.

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Project Governance

Project governance is an important part of any CMS Project. It establishes the activities and guidelines that govern how a project is executed, managed, and disseminated across the organization. Think of it as the framework that guides responsibilities, communication, and most importantly outcomes. The greatest challenge is providing the proper structure to facilitate the project while avoiding the risks associated with extended decision-making cycles. Empowering the project teams to make informed decisions on behalf of leadership gives the project the greatest opportunity for success, while mitigating schedule risks.

In our experience here are the key governance roles.

- **Project Owner**

  This is typically a person representing the organization, usually not the project manager. For Journal, the program manager fulfills this role.

- **Project Sponsors**

  Project sponsors are responsible for the overall success of the project by providing financing and supportive resources.

- **Project Advisory**

  An advisory group provides guidance on critical aspects of the project. Customers may have the project sponsors fill the advisory role, which eliminates the need for a separate body.

- **Project Board / Steering Committee**

  The project board is made up of key project stakeholders. It is important to be concise, limiting the number of participants, to be efficient (less is often more).

- **Project Control Group**

  This group manages the day-to-day aspects of the CMS project implementation, focusing on performance and addressing blockers on the project's critical path.

- **Business Owners Forum**

  This is optional; however, some organizations carve out a small group of leaders to be part of a forum to deal with significant (large) issues and establishing business standards adopted across the project, allowing the project teams to focus on the day-to-day implementation.

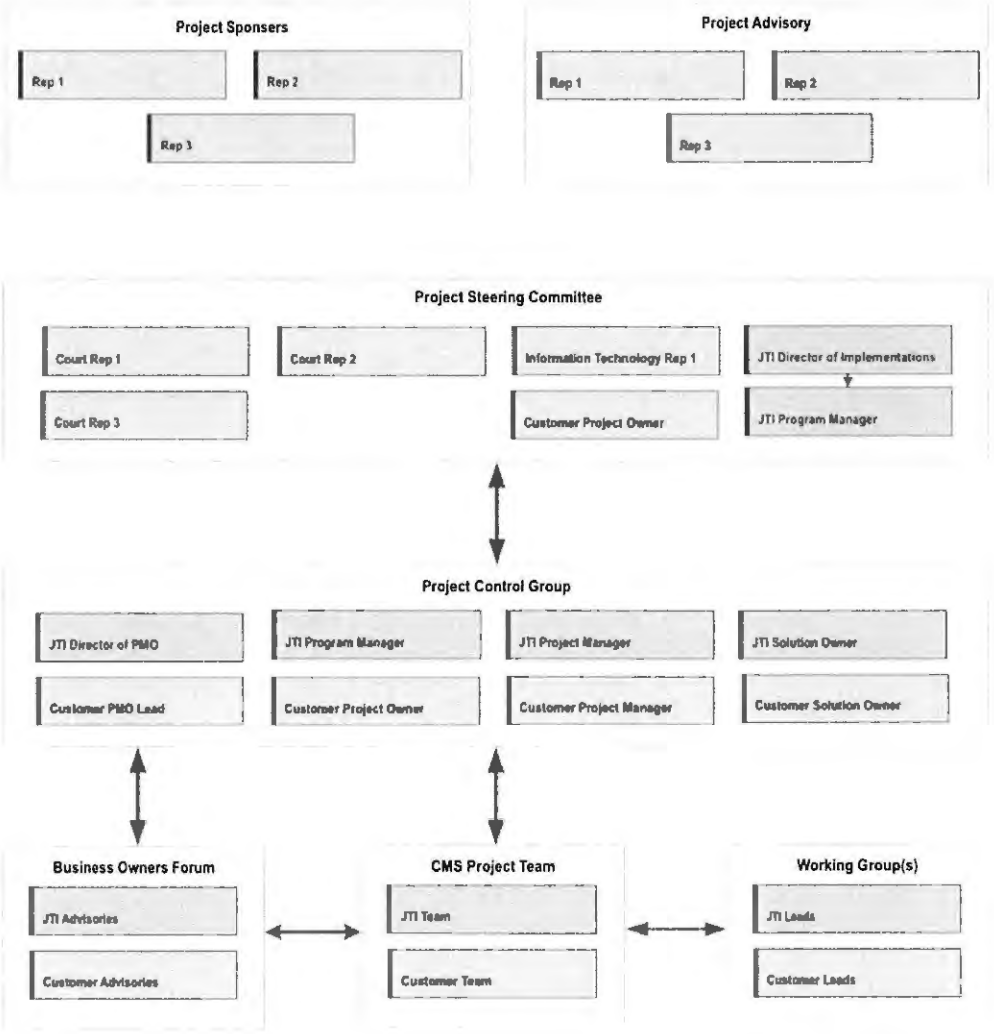
- **Working Group**

  Established on an ad hoc basis to focus on a particular aspect of the delivery with the objective of fast-tracked outcomes.

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The following diagram provides an example of a project governance structure.

Figure 5: Project Governance Structure



Project Steering Committee

The Journal Program Manager and Project Manager will attend the Steering Committee as a standing invitee. The Project Steering Committee is responsible for the project's overall strategic direction and management and has responsibility and authority for it. As the project's leadership body, it provides project governance, advises on corporate management, issues, and changes, assesses project progress, and uses its influence and authority to assist in achieving project outcomes.

The Customer Project Owner is accountable to the Project Steering Committee and is responsible for the overall day-to-day management of the project. Journal's Project Manager, along with Journal's Program Manager, will attend a standing agenda item at each Project Steering Committee meeting to present on project status. The Steering Committee will meet monthly. During critical time periods, the Steering Committee may be convened more frequently.

Project Control Group

The Project Control Group (PCG) supports the day-to-day management and execution of the project and oversees its performance against the project's baseline (scope, budget, schedule, and quality

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targets). Journal's Program Manager and Project Management will be active members of the PCG. Team Leads may be invited to provide specific inputs as necessary.

The PCG will meet monthly to review and record project status (i.e. activities, schedule, scope changes, risks, issues, budget, resources, etc.). The PCG will be chaired by customer's Project Director.

Business Owners Forum

The BOF is the customer's senior business representative body responsible for decision making and endorsement of large (escalated) issues and establishing standards adopted across the project. This could include solution requirements, options and designs, changes to existing business process and practice, business readiness recommendations, and adoption of new ways of working.

The Project Steering Committee will be kept informed of BOF outcomes. The BOF will meet as required (approximately monthly).

Working Groups

Working Groups (WGs) may be established from time to time throughout the project lifecycle. They will be specifically tasked and will consist of specialist groups focussed on producing a well-defined output within a specific time frame. The WGs provide guidance and expert advice to the project.

The planned working groups are:

- Information Technology Working Group
- Security Working Group
- Data Migration Working Group
- Financial Working Group
- Legislative / Court Rules Working Group
- Training Working Group
- Organization Change Working Group
- External Party Working Group

The WGs will be administrated by the customer team and the frequency of meetings will depend on the project activity of the time.

Project Management Controls

During the project initiation, the parties will review specific details for each of the project control topics below.

File and Record Management

Both parties' project team members will ensure that all project documents are maintained appropriately and are stored in secure and accessible environments (SharePoint, Jira). Project documents will fall under four primary security categories which govern how the relevant information will be disseminated and shared. The project is operating under a trust model between the customer and Journal. For documents requiring password protection, a password management strategy will be agreed and implemented between the Project Managers from the customer and Journal.

Classification of documents will continue throughout the project.

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Table 6: Information categories

Category	Description	Hosting	Example Artifact(s)
Official	Information necessary to conduct project related activities throughout the life of the program.	SharePoint	Governance Plans Process Diagrams
Official Sensitive	Information which is sensitive in nature requiring password protection at the document and/or page level.	SharePoint with password	Financial in nature Executive status reports
Protected Artifacts	Protected artefacts which provide secured information and pose a risk to the program.	SharePoint with password	Infrastructure Plan Penetration Testing Report
Protected Data	Court production data which is protected.	Authentication required to relevant CMS / database environments	Production Data Production Documents

Journal Project Reporting Plan

The table below highlights each of the regular reports that Journal is required to provide during the Project Implementation.

Table 7: Journal project reporting plan

Report	Owner	Frequency	Description
Progress Report	Journal Project Manager	Monthly	Journal's Project Manager, together with the Customer's Project Director, will provide a monthly status report.
Quality Assurance Report	Journal Project Manager	Estimate 2 reports per year	Quality assurance report will be undertaken by Journal during critical stages of Solution development and implementation.
Track Completion Report	Journal Project Manager	Monthly	A completion report will be compiled for each track within the project phase(s). This will outline the details of the Track and target completion. Once the Track is completed, it will outline when and who agreed that it was complete

Progress Reporting

Progress reports will be managed via a one-page summary that gives an overview of the Key Deliverables and their status. Key Deliverables will be managed in Jira under individual Epics and

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their related Tasks. Each Epic will have a release milestone date and detailed task progression to monitor the health of the milestone/schedule.

Reports will be broken down into the following statuses.

- Scope
- Schedule
- Quality
- % Complete
- Overall

A 'red' status (indicating delivery risk) will require commentary to articulate the issue.

Progress reports will be managed and reviewed weekly by the Project Managers and presented to the Executive Steering Committee monthly.

Project Meetings

The table below highlights each of the key project meetings and who the owner is, noting that the owner is the person or body that is responsible for the administration (i.e. hosting/reporting/minuting) of the meeting as necessary.

Table 8: Project meetings

Forum	Owner	Frequency of Journal attendance
Project Steering Committee	Customer	Monthly
Business Owners Forum (BOF)	Customer Project Manager	As necessary
Working Group(s)	Various as agreed by Customer/Journal Leadership Team	As necessary

Cost Management

Cost management is a key to project success. It has a direct correlation with the project schedule and is a leading risk indicator which requires continual monitoring.

The following items are inputs to the cost management plan.

- Work breakdown structure (WBS)
    - Tracks
    - Tasks
    - Dependencies
    - Milestones
    - Estimates
    - Budget
    - Resources
- Cost Control (Monitoring)
    - Scope
    - Budget
    - Estimates
    - Time Entry

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- Progress (% complete)
- Resources

Journal utilizes the following systems to monitor the key cost control metrics which represent project health at the project track level.

- JCMS (internal)

  This system establishes the budget for each project track based on the contract. Time is synchronized with each budget item to provide granular detail regarding effort expended and remaining budget.

- Jira

  This system represents the project deliverables associated with each project track (Epic). It is used to manage the deliverables throughout the project life cycle. Each deliverable (Task) is related to the appropriate project track (Epic). It contains the requirements, estimated effort, priority, resource assignment(s), remaining budget, and dependencies. Time is entered against each task (& synchronized with JCMS) to provide granular details regarding the health of the budget. Each project track (Epic) displays a roll up of the budget versus hours expanded for all associated deliverables (Task).

The communication management plan governs what stakeholders are responsible for and informed by the cost management plan. The key is early and often review of the costs at the project track/milestone level. The following information will be reported for each track/milestone. This information will provide visibility into the project health at the track level and allow for corrective action to be taken.

- Track/Milestone
- Budget
- Remaining Budget
- % Complete
- Plan (commentary)

Figure 6: Cost Management Template

Track/Milestone	Budget	Remaining Budget	% Complete	Health	Plan
Project Initiation	200 hrs	10 hrs	99		
Case Structure	1000 hrs	100 hrs	85		Budget overrun will be minimal and is accounted for due to reduced scope in financial structure track.
Conversion Iteration 1	400 hrs	50 hrs	60		Budget overrun due to introduction of new source system requiring change management due to scope/schedule/cost impact.

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Risk Management

The purpose of risk management is to ensure that levels of risk and uncertainty are identified and then properly managed in a structured way, so any potential threat to the delivery of the project is reduced.

The Journal and Customer project teams will agree to operate jointly and commonly under the Project 'Risk Management Plan'. This avoids risk and inefficiency in running different risk management tools systems, or processes.

Risks will be recorded and managed in a spreadsheet on SharePoint.

Figure 7: Risk Register Template

#	Description	Mitigation Plan (to avoid the risk occurring)	Contingency Plan (if the risk occurs)	Impact (if the risk occurs)	Probability
1					
2					

Issue Management

Issue identification can arise at any point during the lifecycle of a project. In most cases, the identification of an issue is a direct result of a risk impact.

Issues may impact the project before being identified as a risk. Once established, resolution plans will be formulated, identifying activities that will be executed to address the issue and ensure the impact on the project is kept to a minimum.

Issue management falls under the purview of the Project Steering Committee involving members of the Journal and Customer project teams, as well as the business.

All issues will be recorded and managed in Jira.

Quality Management

Quality Management is a key success factor in this project and will be undertaken with careful planning and applied with rigor. Quality Management is a complete project life-cycle activity and requires planning, control and assurance tasks spanning technical, non-technical and management activities.

The primary quality management tool is testing (as described above). In addition to this, the following additional processes will be employed.

The focus of quality assurance is on the processes used in the project.

Quality assurance ensures that project processes are used effectively to produce quality project deliverables. It involves following and meeting standards, continuously improving project work, and correcting project defects.

The following table identifies:

- The project processes subject to quality assurance.
- The quality assurance activity
- How often or when the quality assurance activity will be performed.
- The name of the responsible person

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Table 9: Quality Assurance Activity

Project Process	Quality Assurance Activity	Frequency	Responsible
Configuration of eSeries software	Configuration audit based on best practices	Twice a year	Management Team
Sprint Cycles	Retrospective to adjust accordingly based on lessons learnt	Monthly	Sprint Team(s)

The focus of quality control is on the deliverables of the project.

The following table identifies:

- The major deliverables of the project that will be tested for acceptable quality level.
- The quality control activities that will be executed to monitor the quality of the deliverables.
- How often or when the quality control activity will be performed.
- The name of the person responsible for carrying out and reporting on the quality control activity.

Table 10: Quality Control Activity

Project Process	Quality Control Activity	Frequency	Responsible
Configuration Validation	Testing of configured deliverables	Weekly	Journal / Customer
Sprint Cycles	Scrum meeting to address deliverable impediments	Dailey	Sprint Team(s)
Configuration Releases	Release demonstration to relevant stakeholders	TBD	Sprint Team(s)

Scope and Change Control

Introduction

In this document, we will confirm the agreed use of the following terms:

Table 11: Agreed change management terminology

Term	Definition
Configuration management	This is managing configuration changes at a detailed level, not scope
Project scope management	This is managing scope and scope changes against project scope
Contract scope management	This is managing any changes which may require a variation to the contact

Configuration Management

Configuration management is governed by the relevant requirement specification artifacts which are utilized to deliver the corresponding solution for each track within each phase. Deviations from the agreed upon artifacts can result in the need for a project scope change (see section 6.7.3)

Solution changes and configuration management updates will be managed by the change management process.

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Project Scope Management

The project's change management process (below) relates to 'project' changes (i.e. not solution changes).

The *Solution Owner and/or Project Manager* can escalate any solution or configuration change to the overall project's change management process as and when required. All parties involved with the Project can propose a 'change' to the project (whether to scope, requirements, timeline, etc.). This is done by providing the information required in the Change Register to the project team.

The change proposer, solution owner, and project managers will then develop a clear summary description of the proposed change in the Change Register. The Change register will be the master, on SharePoint and be made available to relevant parties. The Project Managers will review all open changes in the Change Register at each project management meeting and decide and agree how to progress them (i.e. close, progress, escalate).

If the customer agrees a proposed change (as detailed in summary form in the Change Register) should be progressed, it will require an approved change request. Any variation to the principal agreement will be managed via a contract amendment.

Procedure for Managing Change

The following procedure outlines the steps in managing a change. Note, as per the commentary above, this relates to project scope changes, not contract variations, which will be managed (if required) using the relevant provisions in the contract.

1. A need, or opportunity, to change is recognized.
2. Create and submit a change request via the change request register to the Project Manager. The Change Request should contain the following information at minimum:
    a. Requesting person
    b. Date of Request
    c. Description of specific item(s) to change
    d. Status
    e. Relevant notes including context
3. Evaluation of change request (Customer gatekeeper decision to proceed with assessment)
4. Establish change request number (Journal to provide)
5. Complete detailed change request form with change request number to the change register
6. Complete assessment including the following:
    a. Detailed scope of work
    b. Impact of the change to the timeline and cost
    c. Customer / Journal responsibilities
    d. Entry / Exit criteria
7. Evaluation of Change Request (Customer decision to approve request & authorize work)
8. Change Approved or Rejected
9. Communicate decision to affected parties, and update change register
10. Approved Changes Plan
11. Project Documentation Updated

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Figure 8: Change Request Template

CHANGE REQUEST

Project			
Date		**Change #**	
JTI		**Customer**	

DELIVERABLE INFORMATION

Proposed Change

Consider the following when creating the proposed change narrative.

- Is scope being removed?
- Is scope being modified?
- Is scope being added?
- Include an overview of the scope (with a mockup if applicable)
- Does the proposed change require additional or modifications to JTI/Customer Responsibilities (below)?
- Does the proposed change require additional or modifications to the Completion Criteria (below)?

Journal Technologies Responsibilities

- JTI will review the changes with the customer, to validate the requirements.
- JTI will make the required configuration updates.
- JTI will unit test the configuration.
- JTI will resolve reported issues that align with the change request (requirements).

Customer Responsibilities

- Customer will be responsible for providing and signing off on the new requirements (this change request).
- Customer will be responsible for testing the new requirements in the test environment and reporting issues.
- Customer will accept the configuration to authorize the deployment to the production environment.
- Customer will validate the configuration in the production environment following the deployment.

Completion Criteria

- JTI has delivered the new configuration.
- Customer testing cycle with JTI resolutions are complete.

Impact

The impact may vary depending on the proposed change. Consider the following when creating the impact.

- Does the change request require a contract amendment?
- Does the change request impact the schedule?
- Does the change request impact the budget?
- Is the change request have no impact due to swapping requirements of similar effort?

The change request will be completed for <$, no additional cost> with <a schedule impact of X, no schedule impact>.

Billing

The billing terms may include milestone payments depending on the complexity.

The customer will be invoiced for <$> upon acceptance.

This document serves to acknowledge Journal Technologies and the <customer> agree to the change request terms. Any further changes or scope additions will be addressed as a new contract, and as such will be subject to a new statement of work, with associated costs and schedule impacts.

[Customer Name]	Date
[Customer Title]	
[Customer]	

[JTI Project Manager]	Date
Project Manager	
Journal Technologies, Inc.	

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Delivery Approach

General Methodology

The CMS development and implementation will use an agile (iterative) and waterfall hybrid approach, focused on a tight collaborative effort that aligns the business and configuration teams focused on requirements and the corresponding solution. Specifications where applicable will be created by Journal and the customer to inform development. Structure is the foundation of the CMS (eSeries) allowing cases to be managed from initiation through disposition.

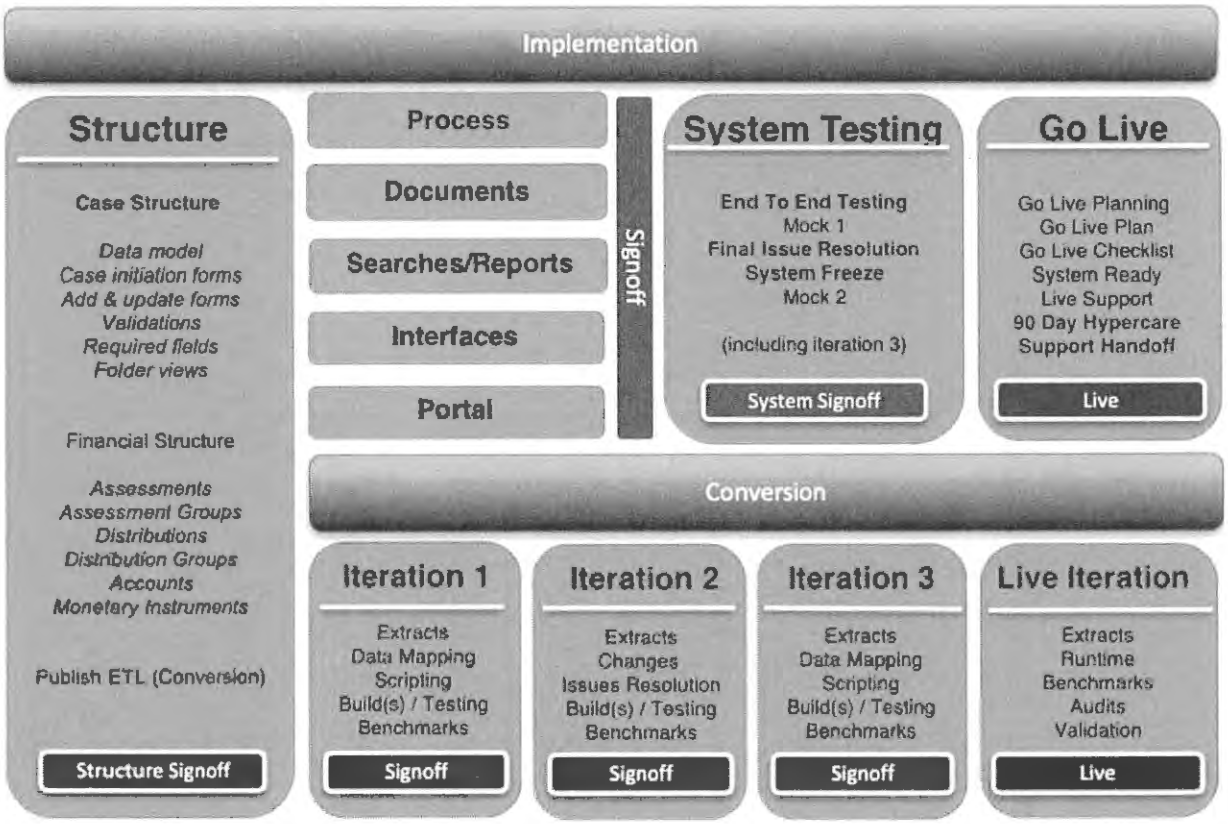
For the seven build tracks (i.e. Interfaces, Workflows, Portal, etc.), deviations from the specifications will be managed using the change management process.

Much of the team collaboration can be facilitated via webinars allowing continual communication and engagement. Face to face engagements will be coordinated as needed based on clear objectives and value propositions.

The Jira and SharePoint toolsets will be leveraged to manage requirements, configuration activities, and test outcomes through delivery.

The implementation will be delivered in a single phase. Once structure is complete key activities across the project tracks will occur in parallel. The phase will be completed utilizing Journal's delivery approach (see Figure 3).

Figure 9: Journal's high-level delivery approach



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System Configuration

The core eSeries solution configuration begins with establishing the Structure (Step 1), which ensures the court can capture all necessary information within the system to manage the entire case life cycle. This includes lookup lists, directory entries for known individuals, statutes, financial components, and forms to capture / view the information. Once Structure is complete, the structure dependent Tracks (Step 2) will commence in parallel.

To begin configuration, the requirements specifications that govern the deliverables must be approved via a notice to proceed document.

Requirement Specification Templates

For each Structure and Track deliverable, the customer will provide a requirement document that will govern the corresponding deliverable. Each Track has a different requirement template (i.e. Word document, Visio flowchart, Excel spreadsheet).

The strategy for the development of each template is articulated below and will be implemented collaboratively with the customer.

Structure Requirements

The structure deliverables include the initiating workbooks (i.e. lookup lists, statutes, directory), journey maps, form layouts (i.e. case initiation, add/update forms, folder views, validations) and financial workbooks (i.e. accounts, payment instruments, distribution rules, tills).

For structural deliverables, such as those noted above, the requirements will be documented by the customer via a gap analysis effort as part of the eSeries Structure milestone.

The customer will provide a Requirements Document in an Excel format to capture the key design elements including but not limited to.

- Form Type (Case Initiation, Add Form, Update Form, Header, Folder View, Search)
- Field Label
- Field Name
- Field Validation
- Field Order / Layout
- Field Lookup List
- Field Default

Jira tickets that contain the configuration requirements, will be captured, prioritized, groomed, and planned within the relevant sprint cycles. The configuration team will continue to engage the business analyst who provided the requirements if clarification is required, or a block is identified. Jira tickets will be structured by EPIC, USER STORY and TASKS.

The EPIC will represent the project track the deliverables fall within (e.g. Structure, Workflow, Interface). The USER STORY will represent the objective from a stakeholder's perspective for a piece of functionality. The TASKS will be the individual components that make up the ability to deliver the functional USER STORY.

Initiating workbooks (Excel spreadsheets) will be completed by the customer for each phase prior to commencement of the requirement document and corresponding Journal configuration. Workbooks include codified values such as lookup lists, document definitions, and legislation/statute/law. Financial requirements will be captured in the financial workbook. The workbook contents will be signed-off by the customer and imported by Journal into eSeries.

Once the requirement tasks are complete, including review and approval, corresponding Jira configuration and test tasks will be created to manage the actual build.

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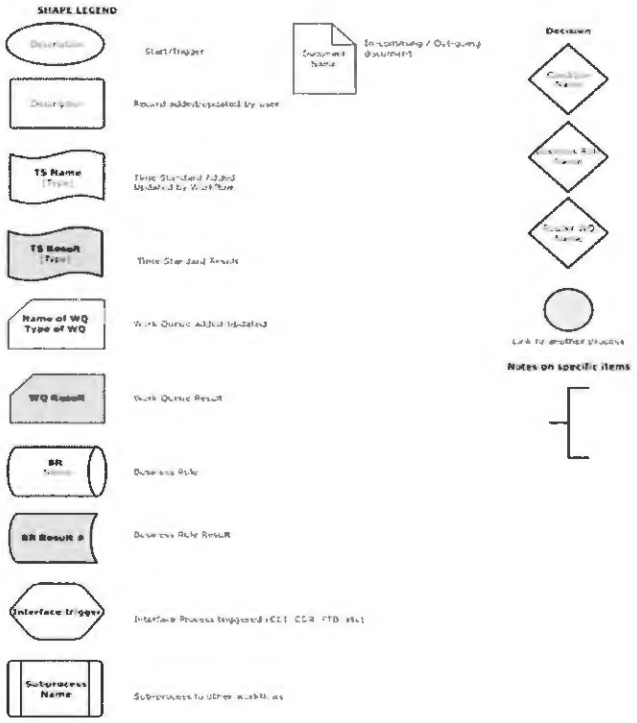
Process (Workflows) Requirements

The Process track includes workflows, time standards, business rule automation, results, and queues with assignments.

The requirements will be diagrammed by the customer staff using a tool such as Microsoft Visio or Draw.io, including capturing the actors' work streams, the trigger(s), the start/end/data/manual/router/ decision steps, the participants' roles and screens they will access to perform the work (manual queues), the automated business rules (automated queues), the results (including document templates that will be generated) and how the workflows interconnect with other workflows. Thus, this is a more traditional waterfall approach.

Workflow Diagram (To Be Process): A high-level visual representation of a business process (or workflow), usually articulated through a flowchart. The diagram uses standardized symbols (see figure below) to describe the exact steps needed to complete a process, as well as defining individuals responsible for each step.

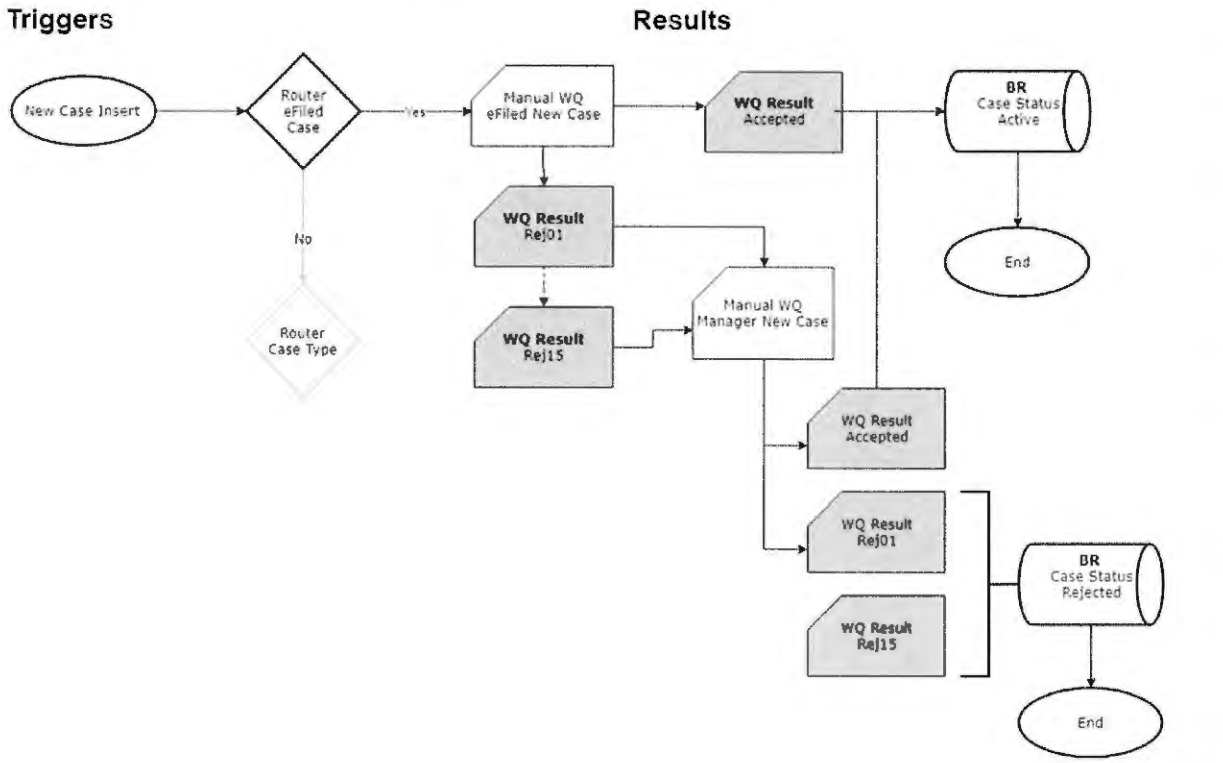
Figure 10: Workflow Legend



The workflow diagrams are developed from the perspective of eSeries automation, defining what needs to be configured to complete the process (see figure below). Workflows cannot be considered until structure is accepted since they depend on that foundation. The number of workflow candidates is finite based on the budget and should be prioritized focusing on existing automation and bottlenecks.

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Figure 11: Workflow Process Diagram



Workflow Technical Specification Document: A deep dive into each process step defined in the related workflow diagram and identifies the requirements necessary to complete the configuration of each process step (Microsoft Word Document).

A process step is a description of the "who," "what," "when," "where" and "how" for each step defined in the Workflow Technical Specification Document. The Workflow Process is written from the perspective of eSeries and helps analyze the "why".

For example, process steps could include new e-filed case documents that have been submitted to the court. After the documents are reviewed by the clerk, he/she would either accept the documents, or reject the documents and send them to the supervisor for final approval or rejection.

To commence this Track, the eSeries structure must be complete, including:

- Lookup List Values finalized.
- Director Organization and Persons loaded.
- Data Structure notice to process signed.
- Financial Structure notice to process signed.
- Prioritized list of court process with accompanying "To Be Process" diagrams

Interface Requirements

During the interfaces track, the interface requirements will be written by the customer staff using the Journal requirements template. These will provide the third-party systems' file layouts, sample transactions and specifications, including triggers, frequency, delivery method, and security protocols.

This follows a traditional Waterfall approach. The Interface Plan provides detailed content on the Journal interface methodology.

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Structure configuration (including workbooks and finances)

The Structure configuration effort will commence in parallel with the eSeries Structure Requirements to allow tangible Solution delivery early and often.

To commence this track, the following must be progressed, including:

- Structure requirements with notice to proceed (Journey Maps).
- Sample case files representing all case types / lift cycles to be utilized as basis for data entry.

The Structure effort ensures that the system can capture all relevant information in the eSeries application. It allows cases to be manually processed from initiation through the entire case life cycle and to disposition. Upon completion of the structural components, the eSeries screens themselves will be referenced in the user story test plans to be utilized during downstream testing activities.

Journal provides initiating workbooks that allow the customer to provide information such as directories, statutes, lookup lists, finance assessments and other foundational values. Where feasible, the workbooks will be loaded into eSeries in an automated manner.

Configuration will be organized into three-week sprints consisting of Jira tasks, based on the capacity available to complete the configuration including unit testing within the available time. The sprints will be managed via a Jira board through to completion. Once a Jira configuration task is completed, the corresponding Jira testing task will be moved to "Ready to Test" and managed on the test Jira board.

Build Track Configuration

There are seven build 'tracks'.

These build tracks are dependent on completing the structure configuration.

Some tracks will occur in parallel when they are independent of one another. They are typically related to interfaces, access, automation, outputs, and display. Reports will be limited to critical operational needs which drive the business versus analytical reporting. Where feasible, searches will be used in lieu of reports, with a focus on leveraging out of the box eSeries searches and reports.

The following are the seven build tracks with brief descriptions of each.

Table 12: Seven build tracks and descriptions

Track #	Track name	Track description
5	Interfaces	Interfaces fall into two categories: one for the exchange of information between court systems, and one for the exchange of information with agencies and other parties. This track will identify the requirements, including the systems exchanging information, the frequency of the exchanges, the format of the exchanges and any exception handling. Once the requirements are finalized the corresponding configuration will be completed.
6	Documents (In/Out)	eSeries has two types of document definitions: one for uploading or scanning electronic documents, and one for generating documents with content from a case. This track will identify the requirements for the document definitions, including the definition names, definition templates, and template fields. Once the requirements are finalized the corresponding configuration will be completed.

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Track #	Track name	Track description
7	Courtrooms	eSeries allows for calendars to be prioritized, organized and checked-in (all participants present) for a particular courtroom and calendar date. For a particular listing, information can be presented (summarized) in a format that is easy for a prosecutor to read and includes case content that is most relevant to the event, while enabling efficient access to historical case files. This can include case data as well as electronic documents. This track will identify the requirements, including the data to display (i.e. case caption, event type, listing time, solicitor, special alerts), the listing summary layout and the specific electronic documents to display. Once the requirements are finalized the corresponding configuration will be completed.
	Calendars	eSeries allows for calendars to be created utilizing timeslots to establish pre-defined locations, dates/times, capacity, event types, etc. This track will identify the requirements, including the time slots, court personnel, and other conditions. Once the requirements are finalized the corresponding configuration will be completed.
8	Process (Workflows)	eSeries allows for tasks to be automatically created and assigned to groups or individuals via a work queue based on activity which naturally occurs throughout the case life cycle. If the tasks can be executed without the involvement of staff, the work queue can be bypassed. This track will identify the requirements, including the case activity triggers, the work queues, the work queue result options, assignment rules, automation steps (i.e. create a document, result listing, change the case status) and time standards (i.e. 20-day notice). Once the requirements are finalized the corresponding configuration will be completed.
9	Searches	eSeries allows for real-time, online searches with specific criteria and results to expedite finding information captured in the system. Once the relevant information is returned, the record can be opened/viewed by selecting the hyperlink in the search results. This track will identify the requirements, including the identification of the search criteria (i.e. last name, case number, file date), search results, and form to be navigated to from the hyperlink. Once the requirements are finalised the corresponding configuration will be completed.
	Reports	eSeries allows for reports to be run from within the system. Customers find that most reports can be facilitated via searches within eSeries; however, in the event a report is required (for example, to provide specific formatting, headers, totals, etc.) the corresponding requirements will be captured and the report will be configured. This track will identify the requirements, including the criteria, the report layout, the report execution clause (i.e. only return open cases with a future listing), and any aggregate conditions/rules. Once the requirements are finalized the corresponding configuration will be completed.
10	Security	eSeries allows for users to be assigned to a navigation type and multiple authorities which control their access to the relevant menus,

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Track #	Track name	Track description
		functionality, data, and forms (i.e. Civil Initiation, Update Party). This track will identify the requirements, including usernames, password standards, authority definitions, and authority security permissions. Once the requirements are finalised the corresponding security configuration will be completed.
11	Portal	eSeries allows for information to be shared and captured via the Portal with the public and other interfacing parties or agencies. The ability to consume and enter information can be controlled by security which in turn requires an authenticated user to gain the necessary access. This track will identify the requirements, including search criteria, search results, information summary layouts, input layouts, and input validations. Once the requirements are finalized the corresponding configuration will be completed.

Solution Testing

Our project teams will create a test plan to govern the testing approach. Initial test cases will be prepared by Journal to guide the effort. Following the completion of the base structure and corresponding tracks, each deliverable will be unit tested by Journal and defects will be resolved. Each test case will relate to a single user story.

Once all tasks under a user story are solution tested a corresponding system test Jira will be created in the Jira Test board to manage the customer's test cycle. Defects will be tracked via Jira through to resolution until the overarching system test case (system test Jira) is satisfied.

Journal's testing will include the following types:

- Unit testing
- Functional testing
- Interface testing (excluding partner components)
- Volume and performance (load/stress) testing
- Penetration testing

Journal's test cases will be available to the customer. The customer will utilize this documentation to assist with their own development of system testing artifacts. The customer may elect to engage in the system testing earlier in the process.

Interface

System integration will require delivery of numerous interfaces identified in the contract. These comprise a range of standard patterns including:

- Batch interfaces between Court Systems and Internal/External Agencies
- Real-time APIs.

These system-to-system interfaces will be developed in two streams of work:

1. Replication of current As-Is interfaces. The customer will prepare the specifications for these interfaces. These are existing interfaces. Journal will assist in mapping these interfaces to the new data structures in eSeries once defined.

2. Development of modified or new interfaces. The development process is identical to the existing interfaces with the main difference being one of timing and dependency on the interfacing party or agency.

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Should the customer or one of the external parties elect to proceed with either an upgraded/enhanced or new interface not identified in the contract, the project team will manage this request using the change management process, and, if the change request is approved, determine whether a contract amendment is required.

Journal's Interface Plan provides detailed information on our methodology.

Data Conversion

The data conversion is dependent on the Structure configuration. Following the Structure configuration for each phase, the data model will be exported from eSeries into an ETL spreadsheet (extract, transform, load) for the purposes of data mapping. This enables focused mapping of the relevant tables and fields, by eliminating superfluous information not relevant to operations or available in the metadata.

The client will provide the legacy data in the identified SQL database. Journal will create scripts to transform and load the legacy data into the eSeries metadata utilizing the ETL spreadsheet mappings. Three conversion iterations from the legacy system into eSeries will be performed for each phase, including extract, load, validation, issue identification, issue resolution and benchmarking. There is a 4th contingency iteration in the event outstanding issues persist following the 3rd iteration.

A final iteration into the Production database will occur as part of the phase go live.

Journal's Data Conversion Plan provides detailed information on our methodology.

End To End System Testing

Acceptance Test plans will be established by the customer to guide the Acceptance Testing effort. The plans will include 'use cases' incorporating business processes from beginning to end. Acceptance Testing of the Solution will be performed by the customer to ensure it compliance with the Specifications and Requirements and to identify any Defects.

The defects will be tracked via Jira through to resolution until the system is accepted. Acceptance Testing will include mock walkthroughs to simulate court processing which aligns with operational scenarios.

The customer acceptance testing may include the following testing types:

- Functional testing
- Integration testing (includes interfaces)
- Mock walkthrough
- Regression testing
- Browser testing
- Volume and Performance (load/stress) testing
- Penetration testing
- Failover, disaster recovery testing

Organization Change Management and Training

Journal will deliver an Organization Change Management program to prepare the customer personnel for the change they are undertaking.

The approach to producing a Training Plan that supports role-based, end-user trainings focuses on creating comprehensive training curricula that cater to different user groups and incorporates a variety of training options to accommodate different learning styles and preferences. We highly recommend utilizing a multi-modality approach to maximize the engagement of adult learners. By varying the delivery format, learners are more likely to actively participate, no matter their preferred learning style.

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The following table is provided to define the training types.

Table 13: Training Types

Type	Definition
Organization Change Management	Training occurs in parallel with project delivery, focused on preparing for, managing, and reinforcing organization change.
System Administration	Training focused on system administration of the eSeries solution (as configured). Concepts include user security, accounting maintenance, configuration management (between environments), dashboards, system properties, system monitoring, and system logs.
eSeries Framework	Training focused on the framework which allows the customer to maintain and expand the eSeries solution. Concepts include navigation, lookup lists, initiation forms, add forms, update forms, searches, document templates, minute templates, business rules, workflows, portal, and metadata.
Functional	Training focused on the eSeries functionality as configured which establishes the solution baseline. Concepts include general overview, case initiation, case maintenance, case summary, parties, document management, event management, financial management, dispositions, courtroom processing, dashboards, searches, and the portal.
End User	Role based eSeries training focused on processes consisting of functional concepts including case initiation, case maintenance, case summary, parties, document management, event management, financial management, dispositions, courtroom processing, dashboard, and searches/reports.

This training will include the relevant curriculum artifact(s) to guide the training delivery.

Early in the project, training will consist of system administration and the eSeries framework concepts to allow the customer's team to facilitate configuration and ongoing maintenance of the solution. This includes the following technical areas of expertise.

- Metadata
- Form creation (case initiation, add/update forms, folder views, headers, searches)
- Lookup lists
- Document definitions/templates/template fields
- Business rules
- Workflows

Journal will collaborate with the customer to create the functional/end user artifacts as the basis for the training. The artifacts will be used to provide the end user training. Functional training may occur periodically during the project phase tracks, however, end user training occurs after full system testing prior to go live.

Deployment

The project will implement in a single phase. The phase will achieve system acceptance prior to the 'go live'.

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The general process, the artifacts it requires, the criteria to be met, and the sign-off roles, will be captured in the Go Live Plan.

It is anticipated that the plan would include elements such as:

- Journal and customer test sign offs evidencing solution quality.
- Confirmation of training completeness and adequacy.
- Confirmation of support arrangements in place.
- Courts and specific site readiness checklists reflecting completion of identified prerequisites.
- All relevant contract key deliverables accepted.

A Go Live Plan provides detailed information on the Journal methodology.

Stabilization Phase

- After Go Live, Journal's Implementation Team will support the new system, addressing issues that arise, monitor system performance, make adjustments as necessary, and support customer as needed.
- The Stabilization Phase will last 90 days.
- After 90 days, a Support Hand-Off meeting will take place between the Journal Implementation Team, Journal Support Team, and customer. Introductions will take place and information passed along to ensure a smooth hand-off and understanding of how the customer will interact with Journal Support thereafter.

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ATTACHMENT A.3

MAINTENANCE AND SUPPORT TERMS

1. DEFINITIONS. Any capitalized terms in this attachment not expressly defined hereunder shall have their meanings assigned elsewhere in the Contract.

1.1 **Application Administrator** is a designated employee or contractor of County responsible for managing the case management system. This role includes communicating with Contractor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in County's production environment.

1.4 **License, Maintenance and Support Fees** means the fees to be paid by County to Contractor annually in advance of each year of the Support Term as detailed in Attachment B.3 (Schedule of Recurring Fees).

1.5 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), fines and penalties imposed by regulators and other governmental authorities, credit monitoring costs, identity theft protection costs, and breach notification costs arising from, in connection with, or related to any of the following:

(1) a data security breach involving Customer Data;

(2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;

(3) unauthorized access to or acquisition of Customer Data;

(4) a loss of Customer Data;

(5) a ransom or cyber extortion demand involving Customer Data;

(6) misuse of Customer Data; or

(7) an actual or alleged failure to:

(a) provide adequate notice, choice, consent, access, or security regarding Customer Data;

(b) take appropriate steps to ensure the accuracy of Customer Data;

(c) adequately minimize the collection, processing, use, or retention of Customer Data; or

(d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.6 **Maintenance** means Contractor's provision and implementation of Revisions.

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1.7 **Support** means Contractor's provision of technical assistance for the Licensed Software, including answers to questions about functionality, troubleshooting, and the resolution of errors and bugs preventing the Licensed Software from operating consistent with the Licensed Software Warranty and other Specifications set forth in the Contract.

1.8 **Use** or **Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.9 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the County (through a username and password) to use the Licensed Software, or (b) any other non-agency government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through an interface or its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. Intentionally omitted.

3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software during the Term. County will pay the applicable License, Maintenance and Support Fees described in Attachment B (Payment/Compensation), and such Maintenance will be provided pursuant to all of the terms and conditions of this Attachment and the Contract. Maintenance for the Licensed Software will be available when the applicable Revision is first made generally available to Contractor's other customers. For the avoidance of doubt, County elects when it wishes to apply provided Maintenance to the Licensed Software. If County elects not to apply Maintenance such that County is using a version of Licensed Software that is more than two (2) years out of date (per Contractor's general release schedule as of the Effective Date, this corresponds to a version that is not one of the four (4) most recent generally available versions of the Licensed Software), County shall be deemed to be on an "**Outdated Version**".

3.2 Support. County will pay the applicable License, Maintenance and Support Fees described in Attachment B (Payment/Compensation). Contractor will provide Support for the Licensed Software, including its Public Portal, by telephone 24 hours per day, 7 days per week, 365 days per year, and by e-mail or internet support forum from 6:00 am to 7:00 pm Pacific time, Monday through Friday, except for federal holidays. Contractor shall use all reasonable diligence in correcting errors reported to Contractor. Contractor shall verify that such an error is present and initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" pursuant to the definition set forth in Attachment E (Service Level Agreement) (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Contractor shall provide a solution as soon as possible. Contractor shall not be responsible for correcting errors in an Outdated Version of the Licensed Software, with the exception of Critical errors. Contractor shall not be responsible for errors caused by County's use of hardware that does not meet the minimum requirements set forth in item (f) under the "Licensee Responsibilities" heading in Attachment A.4 (Hosting Services), County network infrastructure, County operating system problems, or County's unauthorized or improper use of the Licensed Software.

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3.3 Conditions to Receive Support.

3.3.1 County must designate one or more Application Administrators, each of whom shall be an employee or representative of County. Only a designated Application Administrator may request Support. It is the responsibility of County to instruct Users to route Support requests through the Application Administrator.

3.3.2 County must provide Contractor's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

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ATTACHMENT A.4

HOSTING SERVICES

Licensor Hosting. In consideration for the payment by County ("**Licensee**") to Contractor ("**Licensor**") of the Annual Hosting and Storage Fees (in addition to the Annual License, Maintenance and Support Fees) set forth on Attachment B.3 (Schedule of Recurring Fees), Licensor will provide Licensed Software hosted services as described in this Attachment A.4 (Hosting Services)) (the "**Hosted Services**"), which Licensee may access via a secure Internet connection.

Definitions. Capitalized terms used and not otherwise defined in this Attachment A.4 (Hosting Services) shall have the respective meaning given to them in the Contract.

Licensor Responsibilities. Licensor's responsibilities with respect to the Hosted Services are as follows:

a. Provide Software as a Service (SaaS) for the hosting of Licensee data, in keeping with the definition of SaaS set forth in NIST Special Publication 800-145.
b. Provide Maintenance of the Hosted Services.
c. Provide services as described in this Attachment A.4 (Hosting Services).
d. As a service provider acting on behalf of Licensee, Licensor shall process personally identifiable information (PII) possessed by Licensee in adherence with applicable law and regulation, and solely for the purposes of providing the Hosted Services to Licensee.
e. Licensor shall not be responsible, for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee's failure to comply with subparagraph b. below under the heading "Licensee Responsibilities."
f. **Service Availability**. The Hosted Services will be available at least 99.99% of the time during the applicable availability window on a monthly basis as described in Attachment E (Service Level Agreement) and subject to the exceptions therein.

Licensee Responsibilities. Licensee's responsibilities with respect to the Hosted Service are as follows:

a. Pay the Annual Hosting and Storage Fees listed in Attachment B.3 (Schedule of Recurring Fees).
b. Provide a secure internet connection between Users and the hosted environment that meets the necessary minimum bandwidth requirements set forth in item (f) under the "Licensee Responsibilities" heading in Attachment A.4 (Hosting Services).
c. Licensee is responsible for unlawful or accidental access to or unauthorized or improper disclosure of Customer Data to the extent that such access or disclosure results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User's account credentials from such a User or Licensee, (iii) changes that Licensee makes to the configuration of the Licensed Software or the hosted database (excluding changes made or authorized by Licensor or permitted pursuant to the Documentation or this Contract), or (iv) software scripts added to the Licensed Software or the hosted database by Licensee (excluding software scripts developed or provided by Licensor). For the avoidance of doubt, as to (i) through (iv) above, Licensee shall not be responsible for any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data to the extent that such access or disclosure results from Licensor's acts or omissions. Without limiting the foregoing, each Party shall: (A)

notify the other Party immediately of any unauthorized use of any password or account or any other known or suspected breach of security; and (B) report to the other Party immediately and use reasonable efforts to stop immediately any prohibited copying or distribution of content that is known or suspected by the reporting Party. Licensee further agrees that it shall not impersonate another User or provide false identity information to gain access to or use the Hosted Service.

d. Accept that Licensee and any and all third parties associated to the Licensee (i) will never have direct, privileged access to Licensor's hosted infrastructure (servers, database, file storage, monitoring, dashboards, etc) and accordingly (ii) are restricted from installing or requiring installation of third-party software on Licensor's hosted infrastructure.

e. Licensee will be notified by Licensor in writing when database storage usage thresholds exceed 80% of County's then available storage pursuant to the limitations set forth in Attachment B.3 (Schedule of Recurring Fees), if any, and the database storage will automatically be expanded in accordance with Attachment B.3 (Schedule of Recurring Fees) when database storage exceeds 100% of County's then available storage as described under the "Database Storage" heading below. Additional database storage may be pre-purchased by County at any time.

f. As set forth in Section 5 (System Environments) of Attachment G (Additional Modifications), Contractor will provide one (1) production environment and at least four (4) non-production environments (prior to Final Acceptance) and two (2) non-production environments (after Final Acceptance) of the Licensed Software as part of the Hosting Services.

g. Have and maintain the following workstation configuration requirements:

Component	**Minimum Specification**
Processor	Minimum 2.0 GHz or faster, two cores.
Hardware	Mouse/trackpad, keyboard
Memory	4 GB minimum
Monitor Size	Minimum resolution: 1024 x 768 Recommended resolution: 1920 x 1080
Video Card	Standard
Hard Disk	4.0 GB of available disk space
Network	Secure internet connection Minimum: 10 Mbps Recommended: 100 Mbps
Operating system	Supported OS from Microsoft or Apple
Other required software and versions	*Browser:* **Google Chrome & Microsoft Edge:** Latest public release and the two previous releases. **Internet Explorer 11+**

	Safari 16+ : As supported by one of three most recent versions of MacOS. JavaScript Enabled. *Scan and Print Service*: Jave Runtime Environment 8. Twain compliant scanner. Port 8383 must be open between the eSeries application server(s) and the workstation.
Third-party applications and versions, what they are used for	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format)
Licensor Recommends: • Using the latest Windows version and security patches available • A 64-bit operating system and a 64-bit version of the selected browser.	

System Period of Maintenance.

a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance window each Wednesday evening or as agreed upon by Licensee. Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window. The Hosted Service will not always be disrupted during each weekly maintenance window. Contractor will notify County at least three (3) business days in advance of any scheduled maintenance.

b. *Extended Maintenance Outage.* If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least three (3) business days prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage, and for the avoidance of doubt, such outage shall not be excluded from the calculation of the Availability SLA as set forth in Attachment E (Service Level Agreement) unless otherwise agreed in writing by County pursuant to the "Interim Remedies" Section of Attachment E (Service Level Agreement).

c. *Critical Security Maintenance*. The Hosted Service shall be subject to immediate security maintenance with less than 24-hour notice given to the Licensee in the event a critical software vulnerability needs to be patched. Contractor will provide as much notice as reasonably possible in advance of any such emergency maintenance. For the avoidance of doubt, such outage shall not be excluded from the calculation of the Availability SLA as set forth in Attachment E (Service

Level Agreement) unless otherwise agreed in writing by County pursuant to the "Interim Remedies" Section of Attachment E (Service Level Agreement).

Licensee acknowledges that Licensor will leverage a third party, world class cloud infrastructure provider Amazon Web Service (AWS) to host Licensee data and software. AWS provides state-of-the-art compute power, storage and security. Licensor's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions. Without limiting Licensor's obligations under Section 7 (Subprocessor Requirements) of Addendum 1 (Software Terms Addendum), Licensee acknowledges and agrees that Licensor's provision of the Hosted Services, and its processing of Licensee's Customer Data, including any PII, entails such access to and storage of the Customer Data by AWS. AWS' processing and storage of Customer Data shall comply with applicable law and regulation, and follow AWS' standards described herein and further detailed here: https://aws.amazon.com/compliance/

DATABASE STORAGE

Additional database storage is always available and is automatically provisioned when required as described above in this Attachment A.4 (Hosting Services). At the end of the current billing period, Licensor compares the actual storage Licensee is using to the contracted amount and both (i) adjusts the storage cost for the next period and (ii) may retroactively bill the Licensor for the actual usage, per the database storage rate table in Attachment B.3 (Schedule of Recurring Fees).

Copies of the systems database are available upon request for a transfer fee of $300 dollars and are provided as an MS SQL Backup file with a data dictionary as described in Section 9(a) (Orderly Termination) of Addendum 1 (Software Terms Addendum). Backup requests take 3 business days to process and will be made available on a secure transfer site for download.

DOCUMENT STORAGE

Licensor provides on-demand document storage to meet the Licensee's document management requirements. Licensor leverages world-class document storage solution AWS to store documents. Licensee will be billed for the storage it uses ("pay as you go") with no storage caps as set forth in Attachment B.3 (Schedule of Recurring Fees). The system is designed to optimize Licensee storage costs by automatically moving documents and objects to cost-effective access tiers without little performance impact or operational overhead.

Document storage incorporates three access tiers: *Frequent Access, Infrequent Access,* and *Archive Access*. Documents that have not been accessed for a minimum 30 days are automatically moved to the *Infrequent Access* tier. Documents that have not been accessed for a minimum 90 days are automatically moved to the *Archive Access* tier. If the Document is requested, it will be moved back to the *Frequent Access* tier and the lifecycle begins again.

Licensees can store any number of documents and are automatically billed according to the rate table in Attachment B.3 (Schedule of Recurring Fees). Each document object can be up to 5 TB in size and is replicated automatically across multiple data centers for redundancy. All objects are versioned protecting data from the consequences of unintended overwrites and deletions.

SECURITY

Secure Hosted Environment - AWS offers an environment specifically for government applications called AWS GovCloud (US). GovCloud is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and

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Authorization Management Program (FedRAMP). GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a JTIS and FIPS 140-2 compliant environment. More information about GovCloud is available at https://aws.amazon.com/govcloud-us/

Data Security – Licensor builds its hosted solution to meet data security standards and best practices set forth by the US Department of Justice Criminal Justice Information Services (CJIS) Security Policy. Licensor also references *Security Control Mapping of CJIS Security Policy Version 5.9 Requirements to NIST Special Publication 800-53 Revision 5* a mapping represents a "best fit" correlation between the CJIS Security Policy controls and NIST federal controls.

Data at Rest - The database in our hosted solution is attached to an encrypted volume with a data key using the industry-standard AES-256 algorithm.

Data in Transit – Licensee shall be hosted in AWS GovCloud (US). The connection to Licensee's location is established using a site-to-site virtual private network (VPN) or over HTTP over TLS (HTTPS). When CJI is transmitted outside the boundary of a physically secure AWS data center, the transmission is encrypted utilizing FIPS 140-2 compliant ciphers with a symmetric cipher key strength of at least 128-bit strength.

Security Testing – Licensor runs nightly vulnerability scans on our hosted infrastructure. This includes scans for vulnerabilities such as OWASP exploits, weak authentication, operating system and application versions, etc. It also checks for suspicious behaviors (or indicators of compromise) which are programs or people doing activity they don't normally do such as escalating privileges, logging into a server a named user never uses, accounts running scripts they previously did not, etc.

Licensor undergoes monthly, internal penetration and vulnerability tests across our product lines using NIST 800-30 to assess the overall risk of any vulnerabilities found. Guidance for vulnerability tests come from the OWASP Application Security Verification Standard (ASVS) 4.0.

Security Breach - A security breach is an incident that results in unauthorized access to data, applications, networks or devices. In the event of a potential security breach, Licensor will follow its Security Incident Response Plan. If a verified security breach occurs Licensor will promptly notify License, as described in Section 6 of the Contract (Confidentiality).

SOC 2 Type 2

Licensor has completed a System & Organization Control (SOC) 2 Type 2 audit, an independent third-party examination of Licensor's information security controls. Licensor can make available to Licensee SOC reports upon Licensee's reasonable request therefor, subject to the confidentiality provisions of this Contract and any other procedures Licensor may deem necessary to protect the security of such reports.

DATA OWNERSHIP

All the hosted Customer Data remains Licensee's property during and after the lifetime of the hosting contract. Licensor interaction with Customer Data strictly limited to supporting Licensee's operation.

DATABASE BACKUPS AND DISASTER RECOVERY

Licensor backs up Licensee's production database every two hours to redundant storage available in multiple availability zones. At the end of the day, the final backup is archived, and the other hourly backups are overwritten the next day. Licensor maintains fourteen days of archival data backup. This provides for gives us a Restore Point Objective (RPO) of two hours or less.

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Licensor snapshots Licensee's running Compute Instances (CI) once every 24 hours and rotates the CI backups every 14 days.

All backups and snapshots are encrypted at rest.

In a disaster scenario, should Licensee's compute instances in the primary availability zone cease to respond for two hours we begin to restore from backups and snapshots to a different availability zone. Licensor's DR Restore Point Objective (RPO) is two hours or less and Recovery Time Objective (RTO) is twenty-four hours or less.

CLOUD MAINTENANCE

Licensor (i) installs operating system (OS) updates as needed during maintenance windows and (ii) install critical OS updates within 24-48 hours of a CVSS score of 7 or above.

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ATTACHMENT B

PAYMENT/COMPENSATION

I. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Implementation, Maintenance and Support and Hosting Services of New Case Management System as set forth in Attachment A (Scope of Work), including as amended pursuant to Attachment G (Additional Modifications).

The Contractor accepts the specified compensation as set forth in this Contract as full payment for performing the Services and furnishing all staffing and materials described in Attachment A (Scope of Work) and in accordance with the Specifications and limitations set forth therein (e.g., limitations on the quantity of Document Templates to be implemented by Contractor), and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance (subject to Section VIII (Optional Work), below), for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. In the absence of an amendment to this Contract pursuant to Section 23 (Entire Contract) of the Contract, **County's Contract maximum obligation shall not exceed thirteen million four hundred twenty-seven thousand nine hundred thirty-nine dollars ($13,427,939) for the Term of the Contract (the "Contract Sum").**

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

Implementation Services: As set forth in Attachments B.1 (Fixed Implementation Services Charges) and B.2 (Implementation Services Milestones and Deliverables)

Recurring Fees for Software Licenses, Maintenance, Support and Hosting Services: As set forth in Attachment B.3 (Schedule of Recurring Fees)

III. **Price Increase/Decreases:** No price increases will be permitted during the term of this Contract except for (a) annual adjustments to the license, maintenance, support and hosting fees, with the first such annual increase effective no earlier than July 1, 2029 (the "**Price Escalator Start Date**") (for the avoidance of doubt, no annual adjustment shall apply retroactively to any period of Services prepaid by County), and provided that each such annual increase shall not exceed the lesser of (i) five percent (5%), or (ii) the percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index (CPI-U) since the last annual increase (or since the Effective Date of this Contract, for the first such increase) (the lesser of (i) and (ii), the "**Increase Cap**"); (b) adjustments to Contractor's hourly rates for services following Go Live, not more often than annually, and provided that the first such increase shall not occur prior to the Price Escalator Start Date and that the amount of each such increase shall not exceed the Increase Cap, and (c) increases resulting from County's request for additional licensed users, in each case provided that the pricing for such additional licensed users shall be consistent with the pricing under this Contract and shall not be at Contractor's standard fees.

IV. **Contractor's Expense:** The Contractor will be responsible for all costs related to telephone communications and fax communications during the performance of work and services under this Contract.

V. **Payment Terms:** Except for license, maintenance, support and hosting fees, which are billed annually in advance, invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

VI. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VII. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address
b. Contractor's remittance address, if different from (a) above
c. Contractor's Taxpayer ID Number
d. Name of County Agency/Department
e. Delivery/service address
f. Contract MA-026-XXXXXXXX
g. Agency/Department's Account Number
h. Date of invoice
i. Product/service description, quantity, and prices
j. Sales tax, if applicable
k. Freight/delivery charges, if applicable
l. Total

Invoice and support documentation are to be forwarded to:

County of Orange
Office of the District Attorney – Public Administrator
Attn: Accounts Payable
Post Office Box 808
Santa Ana, CA 92702-0808

Email: AP@ocdapa.org

VIII. **Optional Work:** The pricing under this Contract is based on the Services and Specifications as set forth under this Contract, including as documented in Attachment D (System Functional and Technical Requirements) and in mutually approved deliverable expectation documents (DEDs) developed in connection with the implementation activities described in Attachment A (Scope of Work). In the event that County requires Contractor to provide tasks, activities, deliverables, software, or other services that differ materially from or exceed such Specifications, or are otherwise not included in the Services, and the provision of such services by Contractor will have a material impact on Contractor's costs under this Contract, then upon County's written request and approval, and pursuant to the applicable pricing terms set forth under this Contract, including under Attachment B.4 (Rate Card for Optional Work), and the other terms of this Contract, Contractor shall provide such services ("**Optional Work**") to the County in accordance with this Section VIII (Optional Work). The Optional Work to be provided by Contractor under this Section VIII (Optional Work) has been determined by County:

(A) to have a relation to the Services in that:
  (i) they are logically and operationally related to the Services;
  (ii) they provide operational and business efficiencies by being delivered by Contractor;
  (iii) they are consistent with expertise and capabilities of the Contractor demonstrated to the County; or
  (iv) they are appropriately managed after its completion as part of the Services; and

(B) to be in the best interests of the County by using a purchase order to cause the work to become part of the Services under this Contract.

Licensed Software, professional services, and other services may all be purchased as Optional Work in accordance with the terms set forth herein. Upon the Parties' execution of a work order, amendment, or other

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purchase order for Optional Work ("**Work Order**"), such Optional Work shall become part of and deemed included in the Services. Optional Work is subject to the Reserved Dollars and Contract Sum as set forth under this Attachment B (Payment/Compensation).

If County provides requirements requesting that Contractor perform any Optional Work, regardless of the line of business within Contractor or its related affiliates or subsidiaries from which the Optional Work will be provided, Contractor shall promptly and at no additional charge to County prepare an Optional Work proposal response in the form of a detailed Work Order as directed by County for County's consideration in accordance with the requirements of this Contract. Upon County's request, such Optional Work proposal response shall include: (A) a detailed project plan and a price estimate for the Optional Work; (B) a detailed breakdown of such price or estimate; (C) detailed input from Contractor as to the service level requirements and other Specifications for such Optional Work that can be utilized by County in connection with its further development and approval of the Optional Work; (D) a schedule for commencing and completing the Optional Work; and (G) such other items as County may request. If County accepts Contractor's proposal, the Parties will negotiate and mutually agree to a final Work Order and supporting documentation for such Optional Work. The pricing proposed by Contractor shall apply the pricing and labor rates set forth herein for the same or substantially similar resources and shall take into account the existing and future volume of business between County and Contractor. All Optional Work proposals must be finally approved by the County pursuant to an executed Work Order before any County obligation, liability, fee, cost, expense, or charge of any kind is established.

IX. Reserved Dollars: The total amount to be paid by County under this Contract for all Optional Work cannot exceed the difference between (i) the Contract Sum, and (ii) the sum of all fees to be paid by County over the Term for the Services included under the Contract as of the Effective Date (the "**Reserved Dollars**"). The Reserved Dollars is the maximum amount that can be paid by County for Optional Work under this Contract, but is not a commitment by County to spend sums allocated under the Reserved Dollars. The Reserved Dollars can be increased only by an amendment approved by the County's Board of Supervisors in accordance with the terms of the Contract. The County OCDA's CIO (and his or her designees) have the full authority of County to act, in accordance with County policies, procedures, and guidelines and applicable laws, in all matters of governance, management, and administration of this Contract, and to take the actions, either personally or through her or his designee, to act on such matters requiring County approval that are set forth in this Contract, and to execute Work Orders for Optional Work under this Contract subject to the Reserved Dollars and Contract Sum.

X. Committed Optional Work Pricing:

(1) **Custom Evidence.com Interface**: If County determines that Contractor's standard Evidence.com interface that is included in the Services as of the Effective Date does not meet County's needs, then County may elect to purchase a custom Evidence.com interface as Optional Work as described in this Section X(1) (Custom Evidence.com Interface). Upon County's election to purchase such custom Evidence.com interface, Contractor shall provide Services, including Licensed Software, System changes, and professional services, to design, build, implement, configure, deploy, maintain, support, and provide hosting for such interface pursuant to the pricing set forth in this Section X(1) (Custom Evidence.com Interface).

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Services	Acceptance Criteria	Milestone	Target Milestone Completion Date	One-Time Fees (Optional Work Purchased During Implementation Project)	One-Time Fees (Optional Work Purchased After Implementation Project)	Recurring Fees
Custom Evidence.com Interface	▪ Contractor has designed, developed, and configured the interface. ▪ County and its partner agency have tested and validated that the interface is performing correctly per the specifications and data is accounted for. ▪ County has approved the completion of the Services.	a. Evidence.com Interface Requirements	TBD	$36,000	$36,000	N/A
		b. Evidence.com Interface Delivery	TBD	$9,000	$9,000	
		c. Evidence.com Interface Acceptance	TBD	$9,000	$15,000	
		d. Implementation Milestone #14 (Final Acceptance) as described in Attachment B.2 (Implementation Services Milestones and Deliverables)	7/7/2028	$6,000	N/A	
TOTAL				**$60,000**		

(2) **Additional System Configuration**: Upon County's election to purchase any of the items below in excess of the quantity limitations for such items set forth under Milestones 7, 8, 9, and 10 as described in Exhibit B.2 (Implementation Services Milestones and Deliverables), Contractor shall develop, implement, configure, and otherwise provide such items as part of the Services pursuant to pricing that shall not exceed the maximum amounts set forth in this Section X(2) (Additional System Configurations), unless otherwise agreed by the Parties, provided that Contractor may escalate whether any of the items in this Section X(2) (Additional System Configurations) should not be subject to the maximum amounts herein pursuant to Section 20 (Disputes – Contract) of the Contract. County may purchase any of the items in this Section X(2) (Additional System Configurations) individually, or collectively with other items in this Section X(2) (Additional System Configurations), and County may purchase any item under this Section X(2) (Additional System Configurations) one (1) or more times.

Services	One-Time Fees Not to Exceed	Recurring Fees
One (1) Business Process Workflow	$15,000	N/A
One (1) Document Template	$3,300	N/A
One (1) Search	$6,390	N/A
One (1) Report	$7,200	N/A

ATTACHMENT B.1

FIXED IMPLEMENTATION SERVICES CHARGES

The Charges stated in this Attachment B.1 (Fixed Implementation Services Charges) are all of the Charges for the Implementation Services as described in Attachment A (Scope of Work) and otherwise under the Agreement, and shall be invoiced by Contractor and payable by County as set forth herein.

Supplier shall invoice County for each amount set forth in the tables below following Contractor's completion of the corresponding milestone(s) for each amount, including the achievement of the Acceptance Criteria for the milestone under Attachment B.2 (Implementation Services Milestones and Deliverables) and County's Approval of the milestone (and as to Milestone #14 (Final Acceptance), County's approval pursuant to Section 2(c) (Final Acceptance) of Addendum 1 (Software Terms Addendum)), in each case notwithstanding the month that such milestone amount is listed in the table below.

No.	Target Milestone Completion Date	Amount	Milestone
1.	January 2026	$0	N/A
2.	February 2026	$110,000	#1 - Project Initiation and Complete Project Plans #2 - Enterprise Analysis and Design and Administrator Training
3.	March 2026	$0	N/A
4.	April 2026	$0	N/A
5.	May 2026	$0	N/A
6.	June 2026	$0	N/A
7.	July 2026	$0	N/A
8.	August 2026	$285,750	#3 - Build – Case Structure #4 - Data Conversion – Initiation
9.	September 2026	$0	N/A
10.	October 2026	$0	N/A
11.	November 2026	$0	N/A
12.	December 2026	$0	N/A
13.	January 2027	$0	N/A
14.	February 2027	$0	N/A
15.	March 2027	$532,650	#5 - Complete Data Conversion – Iteration 1 • JAVA/SQL Conversion • Snoopy Conversion • EDC Conversion • DEMS Conversion • DMS Conversion • RU Conversion • 1DRM Conversion #7 - Build – Business Process Workflows (Up to 50), Portal - Requirements

16.	April 2027	$0	N/A
17.	May 2027	$312,500	#9 - Build – Documents Templates (150), Searches (100), Reports (10), Security - Requirements Complete Milestone for Documents Templates, Searches, Reports, and Security
18.	June 2027	$0	N/A
19.	July 2027	$60,750	#5 - Complete Data Conversion – Iteration 2 • JAVA/SQL Conversion • Snoopy Conversion • EDC Conversion • DEMS Conversion • DMS Conversion • RU Conversion • 1DRM Conversion
20.	August 2027	$0	N/A
21.	September 2027	$0	N/A
22.	October 2027	$723,650	#5 - Complete Data Conversion – Iteration 3 • JAVA/SQL Conversion • Snoopy Conversion • EDC Conversion • DEMS Conversion • DMS Conversion • RU Conversion • 1DRM Conversion #8 - Build – Business Process Workflows (Up to 50), Portal - Configuration, Testing, Sign-off #10 - Build – Documents Templates (150), Searches (100), Reports (10), Security - Configuration Complete Milestone for Documents Templates, Searches, Reports, and Security
23.	November 2027	$0	N/A
24.	December 2027	$0	N/A
25.	January 2028	$125,000	#11 - Complete User Acceptance Testing
26.	February 2028	$65,000	#12 - Complete Train-the-Trainer
27.	March 2028	$77,000	#13 - Go-Live and Production Cutover
28.	April 2028	$0	N/A
29.	May 2028	$0	N/A
30.	June 2028	$0	N/A
31.	July 2028	$266,280	#14 - Final Acceptance
		$2,558,580	**Total**

Completion Dates TBD

No.	Target Milestone Completion Date	Amount	Milestone
1.	TBD	$36,000	#6 - County RMS Interface Requirements Acceptance
2.	TBD	$9,000	#6 - County RMS Interface Delivery
3.	TBD	$9,000	#6 - County RMS Interface Acceptance
4.	TBD	$36,000	#6 - ILJAOC Interface Requirements Acceptance
5.	TBD	$9,000	#6 - ILJAOC Interface Delivery
6.	TBD	$9,000	#6 - ILJAOC Interface Acceptance
7.	TBD	$36,000	#6 - Vision Interface Requirements Acceptance
8.	TBD	$9,000	#6 - Vision Interface Delivery
9.	TBD	$9,000	#6 - Vision Interface Acceptance
10.	TBD	$18,000	#6 - e2e Public Defender Interface Requirements Acceptance
11.	TBD	$4,500	#6 - e2e Public Defender Interface Delivery
12.	TBD	$4,500	#6 - e2e Public Defender Interface Acceptance
13.	TBD	$36,000	#6 - State Compensation Board Interface Requirements Acceptance
14.	TBD	$9,000	#6 - Interface Completion - State Compensation Board Interface Delivery
15.	TBD	$9,000	#6 - State Compensation Board Interface Acceptance
		$243,000	**Total**

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ATTACHMENT B.2

IMPLEMENTATION SERVICES MILESTONES AND DELIVERABLES

For clarity, all amounts set forth in this Attachment B.2 (Implementation Services Milestones and Deliverables) will be invoiced by Contractor and paid by County pursuant to the terms and timing as set forth in Attachment B.1 (Fixed Implementation Services Charges).

No.	Milestone	Entrance Criteria	Exit / Acceptance Criteria	Sub Milestones	Target Milestone Completion Date	Amount
1.	Project Initiation and Complete Project Plans	▪ Orange County Board of Supervisors have approved the Contract between JTI and OCDA ▪ OCDA has approved applicable Deliverable Expectations Documents (DEDs) ▪ OCDA has issued a Notice to Proceed to JTI	OCDA has approved JTI's: ▪ Project Kickoff Materials ▪ Project Management Plan, including Stakeholder Outreach / Communication Plan, Change Management Plan, Invoicing Plan, Resource Plan, Risk Management Plan ▪ Project Deployment Plan ▪ Baseline Project Schedule and Work Plan ("Project Plan") ▪ Configuration Management Plan ▪ Solution Implementation Plan ▪ Data Conversion and Migration Plan ▪ Interface Plan ▪ Testing Plan ▪ Training Plan ▪ Cutover Plan ▪ OCDA has approved the milestone completion	N/A	2/16/2026	$50,000
2.	Enterprise Analysis and Design and Administrator Training	▪ Orange County Board of Supervisors have approved the Contract between JTI and OCDA ▪ OCDA has approved applicable Deliverable Expectations Documents (DEDs) ▪ OCDA has issued a Notice to Proceed to JTI	▪ OCDA has approved JTI's Requirements Analysis and Traceability Matrix ▪ OCDA has approved JTI's Conceptual Design Documentation, including Conceptual Architecture Diagram ▪ JTI has set up five (5) pre-production AWS Gov Cloud environments, three (3) of which will persist through go-live and post go-live ▪ eProsecutor has been installed in a conversion environment ▪ OCDA/JTI have verified access to eProsecutor in the conversion environment ▪ OCDA has approved JTI's Administrator Training Materials ▪ JTI's delivery of Administrator Training ▪ OCDA has approved the milestone completion	N/A	2/27/2026	$60,000
3.	Build – Case Structure	▪ OCDA/JTI have identified the selection of legacy data (sample cases) for each case type and division purposed for testing criteria ▪ JTI has setup the hosted environment ▪ OCDA has issued a Notice to Proceed to JTI	▪ JTI has completed Structure Validation Training ▪ OCDA has identified and entered Model Cases into eProsecutor ▪ OCDA and JTI have approved Case Structure Specifications ▪ OCDA and JTI have approved Directory Specifications ▪ OCDA and JTI have approved Lookup Lists Specifications	N/A	8/28/2026	$225,000

			▪ JTI has configured Case Structure to Specifications ▪ OCDA has validated that all data is accounted for in eProsecutor ▪ JTI has completed the case structure ▪ OCDA has approved the milestone completion			
4.	Data Conversion – Initiation	▪ OCDA/JTI have agreed on the Data Conversion Plan ▪ JTI has received the data required for the first conversion ▪ OCDA has issued a Notice to Proceed to JTI	▪ JTI has conducted the Data Conversion Kickoff Meeting ▪ JTI has setup the data conversion environment ▪ JTI has confirmed access to the conversion environment ▪ JTI has loaded conversion data into conversion environment ▪ OCDA has approved the milestone completion	N/A	8/28/2026	$60,750
5.	Complete Data Conversion	▪ JTI has completed the previous data conversion iteration (if applicable) ▪ JTI has received the set of data for conversion (updated from the previous iteration, if applicable) ▪ OCDA has issued a Notice to Proceed to JTI	▪ JTI has loaded conversion data into testing environment ▪ JTI has completed the iteration of Data Conversions, including running conversion scripts from previous iteration gap analysis (if applicable) ▪ JTI has provided exceptions reports and remediation recommendations ▪ OCDA has completed testing and submitted issues/error tickets for fixing ▪ JTI has corrected issues/errors identified and/or provided a plan to fix specific errors and OCDA agrees to the plan ▪ OCDA has approved the milestone completion	a. JAVA/SQL Conversion Iteration 1	3/26/2027	$60,750
				b. JAVA/SQL Conversion Iteration 2	7/30/2027	$20,250
				c. JAVA/SQL Conversion Iteration 3	10/29/2027	$20,250
				d. Snoopy Conversion Iteration 1	3/26/2027	$20,250
				e. Snoopy Conversion Iteration 2	7/30/2027	$6,750
				f. Snoopy Conversion Iteration 3	10/29/2027	$6,750
				g. EDC Conversion Iteration 1	3/26/2027	$20,250
				h. EDC Conversion Iteration 2	7/30/2027	$6,750
				i. EDC Conversion Iteration 3	10/29/2027	$6,750
				j. DEMS Conversion Iteration 1	3/26/2027	$20,250
				k. DEMS Conversion Iteration 2	7/30/2027	$6,750
				l. DEMS Conversion Iteration 3	10/29/2027	$6,750
				m. DMS Conversion Iteration 1	3/26/2027	$20,250
				n. DMS Conversion Iteration 2	7/30/2027	$6,750
				o. DMS Conversion Iteration 3	10/29/2027	$6,750
				p. RU Conversion Iteration 1	3/26/2027	$20,250
				q. RU Conversion Iteration 2	7/30/2027	$6,750
				r. RU Conversion Iteration 3	10/29/2027	$6,750
				s. DRM Conversion Iteration 1	3/26/2027	$20,250
				t. DRM Conversion Iteration 2	7/30/2027	$6,750
				u. DRM Conversion Iteration 3	10/29/2027	$6,750
6.	Interface Completion	▪ OCDA has approved JTI's requirements document outlining the interface scope, including field mapping and technical API documentation ▪ OCDA has issued a Notice to Proceed to JTI	▪ JTI has developed the interface ▪ OCDA and its partner agency have tested and validated that the interface is performing correctly per the specifications and data is accounted for ▪ OCDA has approved the milestone completion	a. County RMS Interface Requirements Acceptance	TBD	$36,000
				b. County RMS Interface Delivery	TBD	$9,000
				c. County RMS Interface Acceptance	TBD	$9,000
				d. ILJAOC Interface Requirements Acceptance	TBD	$36,000
				e. ILJAOC Interface Delivery	TBD	$9,000
				f. ILJAOC Interface Acceptance	TBD	$9,000

				g. Vision Interface Requirements Acceptance	TBD	$36,000
				h. Vision Interface Delivery	TBD	$9,000
				i. Vision Interface Acceptance	TBD	$9,000
				j. e2e Public Defender Interface Requirements Acceptance	TBD	$18,000
				k. e2e Public Defender Interface Delivery	TBD	$4,500
				l. e2e Public Defender Interface Acceptance	TBD	$4,500
				m. State Compensation Board Interface Requirements Acceptance	TBD	$36,000
				n. State Compensation Board Interface Delivery	TBD	$9,000
				o. State Compensation Board Interface Acceptance	TBD	$9,000
7.	Build – Business Process Workflows (Up to 50), Portal - Requirements	▪ OCDA has accepted the Case Structure Design ▪ OCDA has issued a Notice to Proceed to JTI	▪ OCDA/JTI have identified and documented business processes ▪ OCDA/JTI have agreed on custom business process workflows in scope for the project ▪ OCDA/JTI have agreed on conceptual design for Confidential Informant Business Process ▪ OCDA has identified and documented business processes for the Portal ▪ OCDA has approved JTI's journey maps specifications and diagrams (Business Process Workflows Requirements) ▪ JTI has provided process validation training, workflow training, portal validation training, and portal training	Requirements	3/31/2027	$350,400
8.	Build – Business Process Workflows (Up to 50), Portal - Configuration, Testing, Sign-off	▪ OCDA has accepted the Case Structure Design ▪ OCDA has issued a Notice to Proceed to JTI	▪ JTI has completed process configuration, process documentation, and process testing ▪ OCDA has tested and verified all business process workflows function within business processes ▪ JTI has completed portal configuration, portal documentation, and portal testing ▪ OCDA has tested and verified Portal functionality ▪ OCDA has tested and verified Confidential Informant functionality ▪ OCDA has approved the milestone completion	Configuration, Testing, Sign-off	10/29/2027	$350,400
9.	Build – Documents Templates (150), Searches (100), Reports (10), Security -	▪ OCDA has accepted the Case Structure Design ▪ OCDA has issued a Notice to Proceed to JTI	▪ JTI has provided searches and reports validation training, searches and reports training, generated document template validation training, generated document template training, and security validation training	Requirements Complete Milestone for Documents Templates, Searches, Reports, and Security	5/15/2027	$312,500

	Requirements Complete Milestone for Documents Templates, Searches, Reports, and Security		▪ OCDA has inventoried document templates and provided a sample for each ▪ OCDA has inventoried and defined each custom search in scope for the project ▪ OCDA has inventoried and defined each custom report in scope for the project ▪			
10.	Build – Documents Templates (150), Searches (100), Reports (10), Security - Configuration Complete Milestone for Documents Templates, Searches, Reports, and Security	▪ OCDA has accepted the Case Structure Design ▪ OCDA has issued a Notice to Proceed to JTI	▪ JTI has completed searches, reports, document template, and security configuration and testing ▪ OCDA has tested and verified all document templates, searches, and reports in scope ▪ OCDA has approved the milestone completion	Configuration Complete Milestone for Documents Templates, Searches, Reports, and Security	10/29/2027	$312,500
11.	Complete User Acceptance Testing	▪ OCDA has approved applicable Deliverable Expectations Documents (DEDs) ▪ JTI has completed configuration for individual components (screens, workflows, reports) ▪ OCDA has approved JTI's Test Plan and Schedule ▪ OCDA has approved JTI's Test Cases and Test Scripts ▪ JTI has completed at least two full data conversions and resolved identified issues ▪ OCDA has issued a Notice to Proceed to JTI	▪ OCDA has tested and validated that the system meets all business requirements ▪ OCDA has approved JTI's End-to-End Test Results ▪ OCDA has approved JTI's UAT Support and UAT Results ▪ JTI has resolved all critical issues (Severity 1 and 2) ▪ JTI has documented non-critical issues (Severity 3 and 4) for resolution post go-live ▪ OCDA has approved the milestone completion	N/A	1/7/2028	$125,000
12.	Complete Train-the-Trainer	▪ OCDA has approved applicable Deliverable Expectations Documents (DEDs) ▪ OCDA has approved JTI's Training Plan ▪ OCDA has approved JTI's Training Curriculum and Materials ▪ OCDA has issued a Notice to Proceed to JTI	▪ JTI has completed all train-the-trainer sessions ▪ OCDA has approved JTI's Training Completion Report ▪ OCDA has approved the milestone completion	N/A	2/2028	$65,000
13.	Go-Live and Production Cutover	▪ OCDA has approved applicable Deliverable Expectations Documents (DEDs) ▪ OCDA has approved JTI's Readiness Report ▪ OCDA has approved JTI's Updated Project Implementation Plans ▪ OCDA has completed User Acceptance Testing,	▪ CMS is operating in the Production environment ▪ OCDA/JTI have validated that all regression tests have successfully passed in the Production environment ▪ OCDA has approved the milestone completion	N/A	3/31/2028	$77,000

		▪ Load Testing, Performance Tests, and Smoke Tests successfully ▪ JTI has resolved all critical issues (Severity 1 and 2) ▪ JTI has documented non-critical issues (Severity 3 and 4) for resolution post go-live ▪ JTI has implemented all system configurations, including user permissions, workflows, and reports in the Production environment ▪ JTI has loaded conversion data into production environment ▪ JTI has completed the final iteration of Data Conversions, including running conversion scripts from third iteration gap analysis ▪ JTI has provided OCDA exceptions reports and remediation recommendations ▪ OCDA has verified the data ▪ OCDA has provided gap analyses of issues and/or missing data ▪ JTI has resolved issues and/or missing data ▪ JTI/OCDA have conducted all final training sessions for end-users, ensuring they are fully trained on the new CMS features and functionality ▪ OCDA has approved JTI's training materials, updated to reflect all recent changes to the CMS ▪ OCDA has approved JTI's Technical Documentation for Knowledge Transfer ▪ OCDA has approved JTI's Final As-Built System Documentation ▪ OCDA has approved all designs – Case Structure, Business Process Workflow, Document Template, Searches, Reports, Go-Live Interfaces ▪ OCDA has approved JTI's Updated Cutover Plan and Schedule ▪ JTI has executed the Updated Cutover Plan that outlines the sequence of steps for switching from the legacy system to the new				

		CMS, including downtime scheduling, system backups, and the cutover process ▪ OCDA/JTI have conducted a cybersecurity review with OC IT ▪ JTI/OCDA have ensured that all stakeholders (including users, technical teams, and management) are informed of the timeline and activities involved in the cutover) ▪ OCDA has issued a Notice to Proceed to JTI				
14.	Final Acceptance	▪ OCDA has approved applicable Deliverable Expectations Documents (DEDs) ▪ Go-Live and Production Cutover are successfully completed, and 90 calendar days have elapsed ▪ OCDA has issued a Notice to Proceed to JTI	▪ OCDA has approved JTI's Monthly Service-Level Performance Report ▪ OCDA has approved JTI's Project Closeout Report ▪ OCDA has approved JTI's Monthly Production Support Templates ▪ JTI has resolved all critical issues (Severity 1 and 2) identified during the 90-day post-Go-Live timeframe ▪ JTI has documented non-critical issues (Severity 3 and 4) for resolution after Final Acceptance ▪ OCDA has approved the milestone completion	N/A	7/7/2028	$266,280
TOTALS						**$2,801,580**

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ATTACHMENT B.3

SCHEDULE OF RECURRING FEES

The charges and fees stated in this Attachment B.3 (Schedule of Recurring Fees) are all of the recurring charges and fees for the Services under the Contract, subject to Attachment B (Payment/Compensation).

1. RAMP-UP LICENSE, MAINTENANCE, SUPPORT, HOSTING, AND STORAGE FEES

Support Term	Period	Monthly License, Maintenance, and Support Fees	Monthly Hosting and Storage Fees[A]
Prior to Initiation of Pre-Go Live Hosting Services	Commencing as of the Effective Date through the completion of Milestone #4 (Data Conversion Initiation) (as described in Attachment B.2 (Implementation Services Milestones and Deliverables), as of the Effective Date, the expected completion date for Milestone #4 (Data Conversion Initiation) is August 28, 2026)	N/A	N/A
Pre-Go Live Hosting Services Period	Commencing as of the completion of Milestone #4 (Data Conversion Initiation) through Go-Live of the System	N/A	$23,463

[A] Subject to County's payment of (i) the additional fees set forth in Section 4 (Database Storage Fees), below, upon County exceeding the applicable storage thresholds set forth under that Section; and (ii) the additional fees set forth in Section 5 (Document Storage Fees), below.

2. ANNUAL LICENSE, MAINTENANCE, SUPPORT, HOSTING, AND STORAGE FEES

Support Term	Period	Annual License, Maintenance, and Support Fees[A]	Annual Hosting and Storage Fees[A,B]
Support Term Year 1	Commencing as of Go-Live of the System through the date that is one (1) year thereafter.	$504,800	$294,582
Support Term Year 2	Commencing immediately following Support Term Year 1 and continuing through the date that is one (1) year thereafter.	$504,800[C]	$294,582[C]
Support Term Year 3	Commencing immediately following Support Term Year 2 and continuing through the date that is one (1) year thereafter.	$504,800[C]	$294,582[C]
Support Term Year 4	Commencing immediately following Support Term Year 3 and continuing through the date that is one (1) year thereafter.	$504,800[C]	$294,582[C]
Support Term Year 5	Commencing immediately following Support Term Year 4 and continuing through the date that is one (1) year thereafter.	$504,800[C]	$294,582[C]
Support Term Year 6 (Optional Per Section 2 (Term of Contract) of the Contract)	Commencing immediately following Support Term Year 5 and continuing through the date that is one (1) year thereafter.	$504,800[C]	$294,582[C]
Support Term Year 7 (Optional Per Section 2 (Term of Contract) of the Contract)	Commencing immediately following Support Term Year 6 and continuing through the date that is one (1) year thereafter	$504,800[C]	$294,582[C]
Support Term Year 8 (Optional Per Section 2 (Term of Contract) of the Contract)	Commencing immediately following Support Term Year 7 and continuing through the date that is one (1) year thereafter.	$504,800[C]	$294,582[C]
Interim Support Term Period Prior to Expiration	Commencing immediately following the last full Support Term (which, for the avoidance of doubt, may be a Support Term other than Support Term Year 8) through the expiration of the Contract.	$504,800[C,D]	$294,582[C,D]

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[A] Paid annually in advance of each Support Term, provided that (i) upon the termination of the Contract for any reason, Contractor shall refund all amounts prepaid by County for the period that the Services were not actually performed by Contractor; and (ii) the fees in this Section 2 (Annual License, Maintenance, Support, Hosting, and Storage Fees) are subject to increases pursuant to County's increased use of the Services as set forth in Section 3 (County Growth / Expansion Pricing).

[B] Subject to County's payment of (i) the additional fees set forth in Section 4 (Database Storage Fees), below, upon County exceeding the applicable storage thresholds set forth under that Section; and (ii) the additional fees set forth in Section S (Document Storage Fees), below.

[C] Subject to annual increases pursuant to the terms of Section III (Price Increase/Decreases) of Attachment B (Payment/Compensation), including the Increase Cap set forth in that Section (and provided that, for the avoidance of doubt, Contractor shall not apply any such increase retroactively to amounts previously invoiced by Contractor).

[D] As to the fees for this Support Term period, Contractor will pro-rate the fees to reflect the duration of this Support Term period as compared to one (1) calendar year. For example, if the length of this Support Term is three (3) calendar months, the fees will be adjusted to three twelfths (3/12) of the fees specified for this Support Term period in this Section 2 (Annual License, Maintenance, Support, Hosting, and Storage Fees).

3. COUNTY GROWTH / EXPANSION PRICING

County may increase or decrease its licensed User count for the System for Orange County District Attorney ("**OCDA**") personnel, including OCDA attorneys, staff, interns, and law clerks authorized to use the System (each, an "**OCDA Personnel User**"), as set forth in this Section 3 (County Growth / Expansion Pricing) at any time during the Term. Upon any such increase or decrease of the County's licensed OCDA Personnel User count, the base (i.e., prior to the application of any annual increases pursuant to Section III (Price Increase/Decreases) of Attachment B (Payment/Compensation)) Annual License, Maintenance, and Support Fees and Annual Hosting and Storage Fees set forth in Section 2 (Annual License, Maintenance, Support, Hosting, and Storage Fees) shall be adjusted either (i) as of Contractor's next invoice for a reduction; or (ii) as of the time County accesses any such additional OCDA Personnel User licenses for an increase, prorated as to such additional licenses according to the remainder of the then-current Support Term Year, and pursuant to the pricing set forth in this Section 3 (County Growth / Expansion Pricing) to reflect such user count increase or decrease (for the avoidance of doubt, except as provided in item (ii) above, Contractor shall not apply any such pricing adjustment retroactively to amounts previously invoiced by Contractor).

OCDA Personnel Users authorized to access and use the System as of the Effective Date, excluding No Cost OCDA Personnel Users	820
No Cost OCDA Personnel Users (subject to the requirements in Section 3.1 (No Cost OCDA Personnel Users), below)	25
Total OCDA Personnel Users authorized to access and use the System as of the Effective Date	845
Adjustment to OCDA Personnel User count to account for unlimited access and use of the System by Users other than OCDA Personnel Users	+30%

User Group	Group Size (i.e., Number of User Licenses in Entire Group)	Annual License, Maintenance, and Support Fees Per License in User Group	Total Annual License, Maintenance, and Support Fees for Entire User Group	Annual Hosting and Storage Fees Per License in User Group*	Total Annual Hosting and Storage Fees for Entire User Group*
1-50	50	$1,000	$50,000	$800	$40,000
51-100	50	$800	$40,000	$500	$25,000
101-200	100	$700	$70,000	$300	$30,000
201-500	300	$500	$150,000	$250	$75,000
501-1,000	500	$350	$175,000	$200	$100,000
1,001-2,000	1,000	$300	$300,000	$175	$175,000
2,001-3,000	1,000	$250	$250,000	$150	$150,000

* In addition to the Annual Hosting and Storage Fees calculated pursuant to this table, the total Annual Hosting and Storage Fees commencing as of Go-Live shall include a charge of thirteen thousand thirty-two dollars ($13,032) per year for one (1) non-production environment of the System in addition to the number of environments included in Contractor's standard pricing. For the avoidance of doubt, this charge shall not vary based on the County's number of OCDA Personnel Users.

For example, in the event that County were to increase the number of OCDA Personnel Users (excluding No Cost OCDA Personnel Users) authorized to access and use the System from the initial value of eight hundred twenty (820) OCDA Personnel Users to one thousand fifty (1,050) OCDA Personnel Users, the impact on the Annual License, Maintenance, and Support Fees set forth in Section 2 (Annual License, Maintenance, Support, Hosting, and Storage Fees) resulting from such increase shall be as follows:

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- Initial OCDA Personnel User count (excluding No Cost OCDA Personnel Users): **820**
- Initial total OCDA Personnel Users authorized to access and use the System, including No Cost OCDA Personnel Users (subject to the requirements in Section 3.1 (No Cost OCDA Personnel Users), below): 820 + 25 = **845**
- Initial OCDA Personnel User count (excluding No Cost OCDA Personnel Users) with adjustment for unlimited use by Users other than OCDA Personnel Users: 820 + (820 × 30%) = **1,066**
- Initial Annual License, Maintenance, and Support Fees: (50 × $1,000) + (50 × $800) + (100 × $700) + (300 × $500) + (500 × $350) + (66 × $300) = **$504,800**
- Updated OCDA Personnel User count (excluding No Cost OCDA Personnel Users): **1,050**
- Updated total OCDA Personnel Users authorized to access and use the System, including No Cost OCDA Personnel Users (subject to the requirements in Section 3.1 (No Cost OCDA Personnel Users), below): 1,050 + 25 = **1,075**
- Updated OCDA Personnel User count (excluding No Cost OCDA Personnel Users) with adjustment for unlimited use by Users other than OCDA Personnel Users: 1,050 + (1,050 × 30%) = **1,365**
- Updated Annual License, Maintenance, and Support Fees: (50 × $1,000) + (50 × $800) + (100 × $700) + (300 × $500) + (500 × $350) + (365 × $300) = **$594,500**

And the impact on the Annual Hosting and Storage Fees set forth in Section 2 (Annual License, Maintenance, Support, Hosting, and Storage Fees) resulting from such increase shall be as follows:

- Initial Annual Hosting and Storage Fees: (50 × $800) + (50 × $500) + (100 × $300) + (300 × $250) + (500 × $200) + (66 × $175) = **$281,550**
- Updated Annual License, Maintenance, and Support Fees: (50 × $800) + (50 × $500) + (100 × $300) + (300 × $250) + (500 × $200) + (365 × $175) = **$333,875**

The pricing increases set forth in this Section 3 (County Growth / Expansion Pricing) are only triggered by increases or decreases in the number of OCDA Personnel Users that are licensed by County to access and use the System. All pricing set forth in this Attachment B.3 (Schedule of Recurring Fees), including the pricing set forth in this Section 3 (County Growth / Expansion Pricing), includes (i) the unlimited access and use of the System by interfaces and other "machine" users; and (ii) the unlimited access and use of the public portal elements of the System by non-OCDA government actors and by public (i.e., non-County) users generally; provided that the license counts used to calculate the fees shall include a thirty percent (30%) adjustment as described above to account for all Users that are not OCDA Personnel Users.

3.1. No Cost OCDA Personnel Users

County shall be entitled to twenty-five (25) additional licenses for OCDA Personnel Users ("**No Cost OCDA Personnel Users**") at no additional cost, so long as: (i) County's number of OCDA Personnel Users meets or exceeds seven hundred (700); (ii) County continues to receive Hosting Services from Contractor pursuant to this Contract, and (iii) the Public Defender Contract remains active.

4. DATABASE STORAGE FEES

The Annual Hosting and Storage Fee amounts set forth in Section 2 (Annual License, Maintenance, Support, Hosting, and Storage Fees), above, include database storage for up to two (2) terabytes of data. In the event that the size of County's database for the System exceeds two (2) terabytes, County will pay additional fees pursuant to the pricing set forth below:

Annual Fees Per Each Additional Terabyte of System Database Storage
$4,000

Pursuant to item (e) under the "Licensee Responsibilities" heading in Attachment A.4 (Hosting Services), Contractor will notify County in the event that County reaches eighty percent (80%) utilization of the County's then-current database storage threshold.

Pursuant to the "Database Storage" provision in Attachment A.4 (Hosting Services), Contractor will automatically provision additional storage for the System in the event that County exceeds its then-current database storage threshold, provided that at the end of the then-current billing period, Contractor will adjust the database storage costs for the next period to reflect County's actual usage as of the start of such next period, and Contractor may retroactively bill County for County's actual usage during the prior billing period.

5. DOCUMENT STORAGE FEES

County will pay for document storage monthly in arrears pursuant to the pricing set forth below:

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Retrieval Frequency	Monthly Fees per Gigabyte of Documents Stored in the System by County Within the Applicable Retrieval Frequency
Documents accessed within the prior thirty (30) calendar days	$0.0930
Documents accessed within the prior ninety (90) calendar days, but not within the prior thirty (30) calendar days	$0.0550
Documents not accessed within the prior ninety (90) calendar days	$0.0278

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ATTACHMENT B.4

RATE CARD FOR OPTIONAL WORK

1. RATE CARD FOR OPTIONAL WORK PRECEDING FINAL ACCEPTANCE

No.	Contractor Resource Role	Hourly Rate
1.	Solution / System Architect	$150
2.	Business Analyst/Funct. Lead	$150
3.	Change Management Lead	$150
4.	Communications/Network Specialist	$150
5.	Database Administrator	$150
6.	Database Designer	$150
7.	Help Desk Specialist	$150
8.	Hardware Specialist	$150
9.	Operations Lead/Manager	$150
10.	Project Director	$150
11.	Project Manager	$150
12.	Programmer	$150
13.	Quality Assurance Manager	$150
14.	Security Systems Engineer	$150
15.	Systems Administrator	$150
16.	Technical Writer	$150
17.	Test Lead/Manager	$150
18.	Tester	$150
19.	Training Lead/Manager	$150
20.	Training Specialist	$150

2. RATE CARD FOR OPTIONAL WORK FOLLOWING FINAL ACCEPTANCE

No.	Contractor Resource Role	Hourly Rate*
1.	Solution / System Architect	$200
2.	Business Analyst/Funct. Lead	$200
3.	Change Management Lead	$200
4.	Communications/Network Specialist	$200
5.	Database Administrator	$200
6.	Database Designer	$200
7.	Help Desk 5pecialist	$200
8.	Hardware Specialist	$200
9.	Operations Lead/Manager	$200
10.	Project Director	$200
11.	Project Manager	$200
12.	Programmer	$200

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13.	Quality Assurance Manager	$200
14.	Security Systems Engineer	$200
15.	Systems Administrator	$200
16.	Technical Writer	$200
17.	Test Lead/Manager	$200
18.	Tester	$200
19.	Training Lead/Manager	$200
20.	Training Specialist	$200

* The rates listed herein shall not increase during the Term except as set forth in Section III (Price Increases/Decreases) of Attachment B (Payment/Compensation).

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ATTACHMENT C

COMPLIANCE WITH COUNTY OF ORANGE POLICIES AND PROCEDURES

DISCLAIMER: For clarity, Contractor agrees to comply with the policies and procedures referenced in this Attachment C (Compliance with County of Orange Policies and Procedures) that are applicable to Contractor or the Services as specified in such policies and procedures, provided that in the event Contractor's standard security and compliance framework (including CJIS, NIST, SOC 2, and comparable generally accepted industry standards) detailed in Attachment A.4 (Hosting Services) is inconsistent with such policies and procedures, the security standards more protective of County Data shall apply, provided that in the event Contractor's standard security and compliance framework and County's security standards are reasonably similar, Contractor may elect the security standards to implement. Notwithstanding the foregoing, as to Contractor's use of Subprocessors, such Subprocessors and the Services provided by such Subprocessors shall not be required to comply with the policies and procedures referenced in this Attachment C (Compliance with County of Orauge Policies and Procedures) except to the extent Contractor controls such Subprocessors or the Services provided by such Subprocessors.

Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract including, but not limited to https://cio.ocgov.com/egovernment-policies, provided that as to changes or additions to such policies and procedures that are made available to Contractor subsequent to the Effective Date and that have a material impact on Contractor's costs or technology architecture, the Parties shall meet to discuss the impact of those changes or additions on the Contract, including whether and how such changes or additions will be implemented and whether such changes or additions require County's payment for such implementation as Optional Work. Subject to the foregoing sentence, Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"), provided that as to changes or additions to such Security Policies that are made available to Contractor subsequent to the Effective Date and that have a material impact on Contractor's costs or technology architecture, the Parties shall meet to discuss the impact of those changes or additions on the Contract, including whether and how such changes or additions will be implemented and whether such changes or additions require County's payment for such implementation as Optional Work. Contractor shall at all times use industry standard practices and methods with regard to the prevention, detection, and elimination, by all reasonably appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software

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contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Contractor maintains a SOC 2 Type 2 certification (and CJIS/NIST alignment, as applicable), and will make available to County, upon request, Contractor's most recent SOC 2 Type 2 report and other relevant audit summaries, provided that Contractor shall promptly notify County upon the completion of each such SOC 2 Type 2 report or other relevant audit summary. Each Contract Year, County may perform or have performed additional security reviews and testing at County expense and subject to confidentiality provisions of this Contract, based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards applicable to Contractor as described in this Contract as well as any customer agency requirements, such as federal tax requirements or HIPPA, are met.

Security Requirements

- Contractor employees must conduct County business strictly from Contractor provided devices.
- County data must not be transmitted to personal devices, personal emails, or personal cloud storage locations of Contractor employees.
- All Contractor employees with access to County network and resources must annually complete the County cybersecurity awareness training (CSAT). It is incumbent upon Contractor to ensure that new employees with access to County network complete CSAT within 30 days of employment and at least annually.

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Remote Access

If required and approved by County, Contractor employees will gain remote access to County network. Access will be limited to applications and resources necessary for Contractor to perform duties identified in this Contract.

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County of Orange Information Technology Security Provisions

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

1. This County of Orange Information Technology Security Provisions document provides a high-level guide for contractors to understand the resiliency and cybersecurity expectations of the County. The County of Orange Security Guidelines follow the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

   Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Provisions ("Security Provisions") that reasonably pertain to Contractor(s) in connection with the Services performed by Contractor(s) as set forth in the scope of work of this Contract, provided that as to changes or additions to the Security Provisions made by County subsequent to the Effective Date that have a material impact on Contractor's costs or technology architecture, the Parties shall meet to discuss the impact of those changes or additions on the Contract, including whether and how such changes or additions will be implemented and whether such changes or additions require County's payment for such implementation as Optional Work. Any material violations of the Security Provisions which apply to Contractor under this section shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Provisions include, but are not limited to, Attachment C.2 (County of Orange Information Technology Security Guidelines), as applicable.

   Contractor shall use industry standard practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

2. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.

3. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

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County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the Contract term, upon request from County, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. Contractor acknowledges and agrees that County may deny or restrict the rights of any Contractor personnel and/or subcontractor personnel to access and use County data, technologies, and/or systems, in the County's sole discretion as it may deem appropriate.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

4. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable industry standard practices and standards (NIST 800-53).

   Contractor also shall provide technical and organizational safeguards on systems under Contractor's control against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data processed or stored on systems under Contractor's control or accessed by Contractor,

   Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not

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authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall, to the extent under Contractor's control, take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. At all times, Contractor's data privacy and information and cyber security program shall be consistent with the safeguards used by County and applicable to Contractor as agreed in this Contract. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program as verified in written materials and reports pertaining thereto or in Contractor's annual SOC 2 Type II audits, in each case prior to commencement of Services and from time to time during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

5. Enhanced Security Measures: County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

6. General Security Standards: Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

    a) **Contractor System(s) and Security:** At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry standard practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

    b) **Contractor and the use of Email:** Contractor, including Contractor's employees and subcontractors, that are provided a County email address must only use the County email

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system for correspondence of County business. Contractor, including Contractor's employees and subcontractors, must not access or use personal, non-County Internet (external) email systems from County networks and/or County computing devices. If at any time Contractor's performance under this Contract requires such access or use, Contractor must submit a written request to County with justification for access or use of personal, non-County Internet (external) email systems from County networks and/or computing devices and obtain County's express prior written approval.

Contractors who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data in accordance with this Agreement.

7. Security Failures: Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

8. Security Breach Notification: In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of such breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) reasonably cooperate with County and any law enforcement or regulatory officials investigating such occurrence by providing all relevant information about the Security Breach regarding the County, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials to the extent known to or available to Contractor, required to comply with applicable law or as otherwise reasonably required by any law enforcement or regulatory officials, or for County to comply with law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

   County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

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In the case of a breach attributable to Contractor's breach of this Contract, Contractor shall reimburse County for its reasonable, out-of-pocket costs of providing third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence to the extent it is attributable to Contractor's breach of this contract.

Notification shall be sent to:

Andrew Alipanah, MBA, CISSP
Chief Information Security Officer
721 S. Parker St.
Suite 200
Orange, CA 92868
Phone: (714) 567-7611
Andrew.Alipanah@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
721 S. Parker St.
Suite 200
Orange, CA 92868
Phone: (714) 834-4082
Linda.Le@ocit.ocgov.com

Ed Lee
Chief Information Officer
Orange County District Attorney's Office
Office: 714-347-8768
ed.lee@ocdapa.org

Lynn Cheramie
Departmental Information Security Officer (DISO)
Orange County District Attorney's Office
Office: 714-347-8706
lynn.cheramie@ocdapa.org

9. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

   Upon County's written request, Contractor shall provide, within thirty (30) calendar days, a copy of the most recent SOC 2 Type II report or equivalent security audit report; and Contractor shall make County aware upon such time as this annual report is available for inspection. Contractor shall make qualified personnel reasonably available to discuss the contents of such reports with County.

   Contractor performs regular vulnerability scans and penetration testing as described in Attachment A.4 ("Hosting Services'). Contractor shall reasonably cooperate with all County security reviews and testing, provided that County penetration testing of any cloud-based solution provided by Contractor to County under this Contract subject to prior written approval of our IT Security Officer. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program, provided that as to safeguards that are required subsequent to the Effective Date that have a material impact on Contractor's costs or technology architecture, the Parties shall meet to discuss the impact of those safeguards on the Contract, including whether and how

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such safeguards will be implemented and whether such safeguards require County's payment for such implementation as Optional Work.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

10. Business Continuity and Disaster Recovery (BCDR):

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third-parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed)) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

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County of Orange

Information Technology Security Guidelines

All contractors who contract with the County of Orange ("County") shall work cooperatively to assist County in achieving the objectives and abide by the applicable terms under these Guidelines for all Controls one (1) thru six (6) below at all times during the term of its contract with County.

1 ASSET MANAGEMENT

Asset management establishes an organization's inventory of fixed and controlled assets and defines how these assets are managed during their lifecycle to ensure sustained productivity in support of the organization's critical services. An event that disrupts an asset can inhibit the organization from achieving its mission. An asset management program helps identify appropriate strategies that shall allow the assets to maintain productivity during disruptive events. There are four broad categories of assets: people, information, technology, and facilities.

The Cybersecurity Program strives to achieve and maintain appropriate protection of IT assets. Loss of accountability of IT assets could result in a compromise or breach of IT systems and/or a compromise or breach of sensitive or privacy data.

1.1 GOALS AND OBJECTIVES

1.1.1 Services are identified and prioritized.

1.1.2 Assets are inventoried, and the authority and responsibility for these assets is established.

1.1.3 The relationship between assets and the services they support is established.

1.1.4 The asset inventory is managed.

1.1.5 Access to assets is managed.

1.1.6 Information assets are categorized and managed to ensure the sustainment and protection of the critical service.

1.1.7 Facility assets supporting the critical service are prioritized and managed.

1.2 ASSET MANAGEMENT POLICY STATEMENTS

1.2.1 Services Inventory

1.2.1.1 Departments and/or contractors shall maintain an inventory of its services. This listing shall be used by the department and/or contractors to assist with its risk management analysis.

1.2.2 Asset Inventory – Information

1.2.2.1 All information that is created or used within the County's trusted environment in support of County business activities shall be considered the property of the County. All County property shall be used in compliance with this guideline.

1.2.2.2 County information is a valuable asset and shall be protected from unauthorized disclosure, modification, or destruction. Prudent information security standards and practices shall be implemented to ensure that the integrity, confidentiality, and availability of County information are not compromised. All County information shall be protected from the time of its creation through its useful life and authorized disposal.

1.2.2.3 Departments and/or contractors shall establish internal procedures for the secure handling

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and storage of all electronically maintained County information that is owned or controlled by the department.

1.2.3 Asset Inventory - Technology (Devices, Software)

1.2.3.1 Departments and/or contractors shall maintain an inventory of all department and/or contractors managed devices that connect to County network resources or processes, stores, or transmits County data including but not limited to:

- Desktop computers,
- Laptop Computers,
- Tablets (iPads and Android devices),
- Mobile Phones (basic cell phones),
- Smart Phones (iPhones, Blackberry, Windows Phones and Android Phones),
- Servers,
- Storage devices,
- Network switches,
- Routers,
- Firewalls,
- Security Appliances,
- Internet of Things (IoT) devices,
- Printers,
- Scanners,
- Kiosks and Thin clients,
- Mainframe Hardware, and
- VoIP Phones.

1.2.3.2 Asset inventory shall map assets to the services they support.

1.2.3.3 Departments and/or contractors shall adopt a standard naming convention for devices (naming convention to be utilized as devices are serviced or purchased).

1.2.3.4 Each department and/or contractor shall ensure that all software used on County systems and in the execution of County business shall be used legally and in compliance with licensing agreements.

1.2.4 Asset Inventory - Facilities

1.2.4.1 Departments and/or contractors shall maintain an inventory of its facilities. This listing shall be used by the department and/or contractor to assist with its risk management analysis.

1.2.4.2 Departments and/or contractors shall identify the facilities used by its critical services.

1.2.5 Access Controls

1.2.5.1 Departments and/or contractors shall establish a procedure that ensures only users with legitimate business needs to access County IT resources are provided with user accounts.

1.2.5.2 Access to County information systems and information systems data shall be based on each user's access privileges. Access controls shall ensure that even legitimate users cannot access stored information unless they are authorized to do so. Access control should start by denying access to everything, and then explicitly granting access according to the "need to know" principle.

1.2.5.3 Access to County information and County information assets should be based on the principle

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of "least privilege," that is, grant no user greater access privileges to the information or assets than County responsibilities demand.

1.2.5.4 The owner of each County system, or their designee, provides written authorization for all internal and external user access.

1.2.5.5 All access to internal County computer systems shall be controlled by an authentication method involving a minimum of a user identifier ("ID") and password combination that provides verification of the user's identity.

1.2.5.6 All County workforce members, including contractors, are to be assigned a unique user ID to access the network as applicable.

1.2.5.7 A user account shall be explicitly assigned to a single, named individual. No group or shared computer accounts are permissible except when necessary and warranted due to legitimate business needs. Such need shall be documented prior to account creation and accounts activated only when necessary.

1.2.5.8 User accounts shall not be shared with others including, but not limited to, someone whose access has been denied or terminated.

1.2.5.9 Departments and/or contractors shall conduct regular reviews of the registered users' access level privileges. System owners shall provide user listings to departments for confirmation of user's access privileges.

1.2.6 Asset Sanitation/Disposal

1.2.6.1 Unless approved by County management, no County computer equipment shall be removed from the premises.

1.2.6.2 Prior to re-deployment, storage media shall be appropriately cleansed to prevent unauthorized exposure of data.

1.2.6.3 Surplus, donation, disposal or destruction of equipment containing storage media shall be appropriately disposed according to the terms of the equipment disposal services contract.

1.2.6.4 Sanitization methods for media containing County information shall be in accordance with NSA (National Security Agency) standards (for example, clearing, purging, or destroying).

1.2.6.5 Disposal of equipment shall be done in accordance with all applicable County, state or federal surplus property and environmental disposal laws, regulations or policies.

2 CONTROLS MANAGEMENT

The Controls Management domain focuses on the processes by which an organization plans, defines, analyzes, and assesses the controls that are implemented internally. This process helps the organization ensure the controls management objectives are satisfied.

This domain focuses on the resilience controls that allow an organization to operate during a time of stress. These resilience controls are implemented in the organization at all levels and require various levels of management and staff to plan, define, analyze, and assess.

2.1 GOALS AND OBJECTIVES

2.1.1 Control objectives are established.

2.1.2 Controls are implemented.

2.1.3 Control designs are analyzed to ensure they satisfy control objectives.

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2.1.4 Internal control system is assessed to ensure control objectives are met.

2.2 CONTROL MANAGEMENT POLICY STATEMENTS

2.2.1 Physical and Environmental Security

2.2.1.1 Procedures and facility hardening measures shall be adopted to prevent attempts at and detection of unauthorized access or damage to facilities that contain County information systems and/or processing facilities.

2.2.1.2 Restricted areas within facilities that house sensitive or critical County information systems shall, at a minimum, utilize physical access controls designed to permit access by authorized personnel only.

2.2.1.3 Physical protection measures against damage from external and environmental threats shall be implemented by all departments as appropriate.

2.2.1.4 Access to any office, computer room, or work area that contains sensitive information shall be physically restricted from unauthorized access.

2.2.1.5 Access points such as delivery and loading areas and other points where unauthorized persons may enter the premises shall be controlled and, if possible, isolated from information processing facilities to avoid unauthorized access. An example of this would be separating the two areas by a badge-only accessible door.

2.2.1.6 Continuity of power shall be provided to maintain the availability of critical equipment and information systems.

2.2.1.7 Power and telecommunications cabling carrying data or supporting information services shall be protected from interception or damage. Different, yet appropriate methods shall be utilized for internal and external cabling.

2.2.1.8 Equipment shall be properly maintained to ensure its continued availability and integrity.

2.2.1.9 All shared IT infrastructure by more than one department shall meet countywide security policy for facility standards, availability, access, data & network security.

2.2.2 Network Segmentation

NOTE: This section is applicable to Departments and/or contractors that manage their own network devices.

2.2.2.1 Segment (e.g., VLANs) the network into multiple, separate zones (based on trust levels of the information stored/transmitted) to provide more granular control of system access and additional intranet boundary defenses. Whenever information flows over a network of lower trust level, the information shall be encrypted.

2.2.2.2 Segment the network into multiple, separate zones based on the devices (servers, workstations, mobile devices, printers, etc.) connected to the network.

2.2.2.3 Create separate network segments (e.g., VLANs) for BYOD ("bring your own device") systems or other untrusted devices.

2.2.2.4 The network infrastructure shall be managed across network connections that are separated from the business use of that network, relying on separate VLANs or, preferably, on entirely different physical connectivity for management sessions for network devices.

2.2.3 Mobile Computing Devices

To ensure that Mobile Computing Devices ("MCDs") do not introduce threats into systems that

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process or store County information, departments' and/or contractors' management shall:

2.2.3.1 Establish and manage a process for authorizing, issuing and tracking the use of MCDs.

2.2.3.2 Permit only authorized MCDs to connect to County information assets or networks that store, process, transmit, or connects to County information and information assets.

2.2.3.3 Implement applicable access control requirements in accordance with this guideline, such as the enforcement of a system or device lockout after 15 minutes of inactivity requiring re-entering of a password to unlock.

2.2.3.4 Install an encryption algorithm that meets or exceeds industry recommended encryption standard for any MCD that will be used to store County information.

2.2.3.5 Ensure that MCDs are configured to restrict the user from circumventing the authentication process.

2.2.3.6 Provide security awareness training to County and/or contractor employees that informs MCD users regarding MCD restrictions.

2.2.3.7 Label MCDs with County address and/or phone number so that the device can be returned to the County if recovered.

2.2.3.8 The installation of any software, executable, or other file to any County computing device is prohibited if that software, executable, or other file downloaded by, is owned by, or was purchased by an employee or contractor with his or her own funds unless approved by the department.

2.2.4 Personally Owned Devices

Personal computing devices include, but are not limited to, removable media such as thumb or USB drives, external hard drives, laptop or desktop computers, cellular phones, or personal digital assistants ("PDA's") owned by or purchased by employees, contract personnel, or other non-County users.

2.2.4.1 The connection of any computing device not owned by the County to a County network (except the Public Wi-Fi provided for public use) or computing device is prohibited unless previously approved.

2.2.4.2 The County authorizes the use of personal devices to access resources that do not traverse the County network directly. Such resources include County's SaaS applications. Access to some agency specific applications, e.g., applications that are subject to compliance regulations, may require prior approval of the County CISO and the associated Department Head.

2.2.4.3 The County will respect the privacy of a user's voluntary use of a personally owned devices to access County IT resources.

2.2.4.4 The County will only request access to the personally owned device in order to implement security controls, to respond to litigation hold (aka: e-discovery) requests arising out of administrative, civil, or criminal directives, Public Record Act requests, and subpoenas (or as otherwise required or permitted by applicable state or federal laws). Such access will be performed by an authorized technician or designee using a legitimate software process.

2.2.5 Logon Banners and Warning Notices

2.2.5.1 At the time of network login, the user shall be presented with a login banner.

2.2.5.2 All computer systems that contain or access County information shall display warning banners informing potential users of conditions of use consistent with state and federal laws.

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2.2.5.3 Warning banners shall remain on the screen until the user takes explicit actions to log on to the information system.

2.2.5.4 The banner message shall be placed at the user authentication point for every computer system that contains or accesses County information. The banner message may be placed on an initial logon screen in situations where the logon provides access to multiple computer systems.

2.2.5.5 At a minimum, banner messages shall provide appropriate privacy and security information and shall contain information informing potential users that:

- User is accessing a government information system for conditions of use consistent with state and federal information security and privacy protection laws.
- System usage may be monitored, recorded, and subject to audit.
- Unauthorized use of the system is prohibited and subject to criminal and civil penalties.
- Use of the system indicates consent to monitoring and recording.

2.2.6 Authentication

2.2.6.1 Authenticate user identities at initial connection to County resources.

2.2.6.2 Authentication mechanisms shall be appropriate to the sensitivity of the information contained.

2.2.6.3 Users shall not receive detailed feedback from the authenticating system on failed logon attempts.

2.2.7 Passwords

2.2.7.1 County approved password standards and/or guidelines shall be applied to access County systems. These standards extend to mobile devices and personally owned devices used for work.

2.2.7.2 Passwords are a primary means to control access to systems and shall therefore be selected, used, and managed to protect against unauthorized discovery or usage. Passwords shall satisfy the following complexity rule:

- Passwords will contain a minimum of one (1) upper case letter
- Passwords will contain a minimum of one (1) lower case letter
- Passwords will contain a minimum of one (1) number: 1- 0
- Passwords will contain a minimum of one (1) special character: !,@,#,$,%,^,&,*,(,)
- Password characters will not be sequential (Do not use: ABCD , This is ok: ACDB)
- Passwords characters will not be repeated in a row (Do not use: P@$$S. This is ok: P@S)
- COMPLEX PASSWORD EXAMPLE: P@$SWoRd13
- Passphrases example: The$kyIsBlue2day
- Passwords cannot contain the user's full name or network login

2.2.7.3 Passwords shall have a minimum length of twelve (12) characters.

2.2.7.4 Passwords shall not be reused for twelve (12) iterations.

2.2.7.5 Departments and/or contractors shall require users to change their passwords periodically (e.g., every 90 days at the maximum). Changing passwords more often than 90 days is encouraged.

2.2.7.6 Network and application systems shall be configured to enforce automatic expiration of

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passwords at regular intervals (e.g., every 90 days at the maximum) when the technology is feasible or available.

2.2.7.7 Newly created accounts shall be assigned a randomly generated password prior to account information being provided to the user.

2.2.7.8 No user shall give his or her password to another person under any circumstances. Workforce members who suspect that their password has become known by another person shall change their password immediately and report their suspicion to management.

2.2.7.9 Users who have lost or forgotten their passwords shall make any password reset requests themselves without using a proxy (e.g., another County employee) unless approved by management. Prior to processing password change requests, the requester shall be authenticated to the user account in question. (e.g., Verification with user's supervisor or the use of passphrases can be used for this authentication process.) New passwords shall be provided directly and only to the user in question.

2.2.7.10 When technologically feasible, a new or reset password shall be set to expire on its initial use at log on so that the user is required to change the provided password to one known only to them.

2.2.7.11 All passwords are to be treated as sensitive information.

2.2.7.12 User Accounts shall be locked after five (5) consecutive invalid logon attempts within a 24-hour period. The lockout duration shall be at least 30 minutes or until a system administrator enables the user ID after investigation. These features shall be configured as indicated when the technology is feasible or available.

2.2.7.13 All systems containing sensitive information shall not allow users to have multiple concurrent sessions on the same system when the technology is feasible or available.

2.2.8 Inactivity Timeout and Restricted Connection Times

2.2.8.1 Automatic lockouts for system devices, including workstations and mobile computing devices, after no more than 15 minutes of inactivity.

2.2.8.2 Automated screen lockouts shall be used wherever possible using a set time increment (e.g., 15 minutes of non-activity). In situations where it is not possible to automate a lockout, operational procedures shall be implemented to instruct users to lock the terminal or equipment so that unauthorized individuals cannot make use of the system. Once logged on, workforce members shall not leave their computer unattended or available for someone else to use.

2.2.8.3 When deemed necessary, user logins and data communications may be restricted by time and date configurations that limit when connections shall be accepted.

2.2.9 Account Monitoring

2.2.9.1 Access to a County network and its resources shall be strictly controlled, managed, and reviewed to ensure only authorized users gain access based on the privileges granted. (e.g., Kiosks provide physical and public access to County networks. These shall be secured to ensure County resources are not accessed by unauthorized users.)

2.2.9.2 The control mechanisms for all types of access to County IT resources by contractors and customers are to be documented.

2.2.9.3 Monitor account usage to determine dormant accounts that have not been used for a given period, such as 45 days, notifying the user or user's manager of the dormancy.

2.2.9.4 After a longer period, such as 60 days, the account shall be disabled by the system when

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the technology is feasible or available.

2.2.9.5 On a periodic basis, such as quarterly or at least annually, departments shall require that managers match active employees and contractors with each account belonging to their managed staff. Security or system administrators shall then determine whether to disable accounts that are not assigned to active employees or contractors.

2.2.10 Administrative Privileges

2.2.10.1 Systems Administrators shall use separate administrative accounts, which are different from their end user account (required to have an individual end user account), to conduct system administration tasks.

2.2.10.2 Administrative accounts shall only be granted to individuals who have a job requirement to conduct systems administration tasks.

2.2.10.3 Administrative accounts shall be requested in writing and must be approved by the Department Head or designated representative using the County Security Review and Approval Process.

2.2.10.4 Systems Administrator accounts that access County enterprise-wide systems or have enterprise-wide impact shall be approved by the CISO using the County Security Review and Approval Process.

2.2.10.5 Systems Administrators shall use separate administrative accounts to manage Mobile Device Management (MDM) platforms but may use the local user's credentials when configuring a mobile phone or tablet device.

2.2.10.6 All passwords for privileged system-level accounts (e.g., root, enable, OS admin, application administration accounts, etc.) shall comply with Section 2.2.7.2.

2.2.11 Remote Access

2.2.11.1 Departments and/or contractors shall take appropriate steps, including the implementation of appropriate encryption, user authentication, and virus protection measures, to mitigate security risks associated with allowing users to use remote access or mobile computing methods to access County information systems.

2.2.11.2 Remote access privileges shall be granted to County workforce and contractors only for legitimate business needs and with the specific approval of department management.

2.2.11.3 All remote access implementations that utilize the County's trusted network environment and that have not been previously deployed within the County shall be submitted to and reviewed by the County. A memorandum of understanding (MOU) shall be utilized for this submittal and review process. This is required for any Suppliers utilizing remote access to conduct maintenance.

2.2.11.4 Remote sessions shall be terminated after 15 minutes of inactivity requiring the user to authenticate again to access County resources.

2.2.11.5 All remote access infrastructure shall include the capability to monitor and record a detailed audit trail of each remote access attempt.

2.2.11.6 All users of County networks and computer systems are prohibited from connecting and/or activating unauthorized dial-up or broadband modems on workstations, laptops, or other computing devices that are simultaneously connected to any County network.

2.2.11.7 Periodic assessments shall be performed to identify unauthorized remote connections. Results shall be used to address any vulnerabilities and prioritized according to criticality.

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2.2.11.8 Users granted remote access to County IT infrastructure shall follow all additional policies, guidelines and standards related to authentication and authorization as if they were connected locally. For example, this applies when mapping to shared network drives.

2.2.11.9 Users attempting to use external remote access shall utilize a County-approved multi-factor authentication process.

2.2.11.10 All remote access implementations that involve non-County infrastructure shall be reviewed and approved by both the department and County. This approval shall be received prior to the start of such implementation.

2.2.11.11 Remote access privileges to County IT resources shall not be given to contractors and customers unless department management determines that these individuals or organizations have a legitimate business need for such access. If such access is granted, it shall be limited to those privileges and conditions required for the performance of the specified work.

2.2.12 Wireless Access

2.2.12.1 Departments and/or contractors shall take appropriate steps, including the implementation of appropriate encryption, user authentication, device authentication and malware protection measures, to mitigate risks to the security of County data and information systems associated with the use of wireless network access technologies.

2.2.12.2 Only wireless systems that have been evaluated for security by both department management and the County shall be approved for connectivity to County networks.

2.2.12.3 County data that is transmitted over any wireless network shall be protected in accordance with the sensitivity of the information.

2.2.12.4 All access to County networks or resources via unapproved wireless communication technologies is prohibited. This includes wireless systems that may be brought into County facilities by visitors or guests. Employees, contractors, and customers are prohibited from connecting and/or activating wireless connections on any computing device that are simultaneously connected to any County network, either locally or remotely.

2.2.12.5 Each department and/or contractor shall make a regular, routine effort to ensure that unauthorized wireless networks, access points, and/or modems are not installed or configured within its IT environments. Any unauthorized connections described above shall be disabled immediately.

2.2.13 System and Network Operations Management

2.2.13.1 Operating procedures and responsibilities for all County information processing facilities shall be formally authorized, documented, and updated.

2.2.13.2 Departments and/or contractor shall establish controls to ensure the security of the information systems networks that they operate.

2.2.13.3 Operational system documentation for County information systems shall be protected from unauthorized access.

2.2.13.4 System utilities shall be available to only those users who have a business case for accessing the specific utility.

2.2.14 System Monitoring and Logging

2.2.14.1 Systems operational staff shall maintain appropriate log(s) of activities, exceptions and information security events involving County information systems and services.

2.2.14.2 Each department and/or contractor shall maintain a log of all faults involving County

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information systems and services.

2.2.14.3 Logs shall be protected from unauthorized access or modifications wherever they reside.

2.2.14.4 The clocks of all relevant information processing systems and attributable logs shall be synchronized with an agreed upon accurate time source such as an established Network Time Protocol (NTP) service.

2.2.14.5 Auditing and logging of user activity shall be implemented on all critical County systems that support user access capabilities.

2.2.14.6 Periodic log reviews of user access and privileges shall be performed in order to monitor access of sensitive information.

2.2.15 Malware Defenses

2.2.15.1 Departments shall implement endpoint security on computing devices connected to the County network. Endpoint security may include one or more of the following software: anti-virus, anti- spyware, personal firewall, host-based intrusion detection (IDS), network-based intrusion detection (IDS), intrusion prevention systems (IPS), and whitelisting and blacklisting of applications, web sites, and IP addresses.

2.2.15.2 Special features designed to filter out malicious software contained in either email messages or email attachments shall be implemented on all County email systems.

2.2.15.3 Where feasible, any computing device, including laptops and desktop PCs, that has been connected to a non-County infrastructure (including employee home networks) and subsequently used to connect to the County network shall be verified that it is free from viruses and other forms of malicious software prior to attaining connectivity to the County network.

2.2.16 Data Loss Prevention

2.2.16.1 Departments and/or contractors shall implement Data Loss Prevention (DLP) methods to reduce the risk of data breach related to sensitive information.

2.2.16.2 Departments and/or contractors shall deploy encryption software on mobile devices containing sensitive data.

2.2.17 Data Transfer

2.2.17.1 Agreements shall be implemented for the exchange of information between the County and other entities. As well as between departments.

2.2.17.2 County information accessed via electronic commerce shall have security controls implemented based on the assessed risk.

2.2.18 Encryption

2.2.18.1 The decision to use cryptographic controls and/or data encryption in an application shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.

2.2.18.2 The decision to use cryptographic controls and/or data encryption on a hard drive or any removable media/device shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.

2.2.18.3 Where appropriate, encryption shall be used to protect confidential application data that is transmitted over open, untrusted networks, such as the Internet.

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2.2.18.4 When cryptographic controls are used, procedures addressing the following areas shall be established by each department:

2.2.18.5 Determination of the level of cryptographic controls

2.2.18.6 Key management/distribution steps and responsibilities

2.2.18.7 Encryption keys shall be exchanged only using secure methods of communication.

2.2.19 System Acquisition and Development

2.2.19.1 Departments and/or contractors shall identify all business applications that are used by their users in support of primary business functions. This includes all applications owned and/or managed by the department as well as other business applications that are used by the department but owned and/or managed by other County organizations. All business applications used by a department shall be documented in the department's IT security plan as well as their Business Impact Analysis (BIA) for criticality rating (RTO) and continuity purposes.

2.2.19.2 An application owner shall be designated for each internal department business application.

2.2.19.3 All access controls associated with business applications shall be commensurate with the highest level of data used within the application. These same access controls shall also adhere to the guidelines provided in Section 1.2.5: Access Controls.

2.2.19.4 Security requirements shall be incorporated into the evaluation process for all commercial software products that are intended to be used as the basis for a business application. The security requirements in question shall be based on requirements and standards specified in this guideline.

2.2.19.5 In situations where data needs to be isolated because there would be a conflict of interest data security shall be designed and implemented to ensure that isolation.

Business Requirements

2.2.19.6 The business requirements definition phase of system development shall contain a review to ensure that the system shall adhere to County information security standards.

System Files

2.2.19.7 Operating system files, application software and data shall be secured from unauthorized use or access.

2.2.19.8 Clear-text data that results from testing shall be handled, stored, and disposed of in the same manner and using the same procedures as are used for production data.

2.2.19.9 System tests shall be performed on data that is constructed specifically for that purpose.

2.2.19.10 System testing shall not be performed on operational data unless the necessary safeguards are in place.

2.2.19.11 A combination of technical, procedural and physical safeguards shall be used to protect application source code from unintentional or unauthorized modification or destruction. All County proprietary information, including source code, needs to be protected through appropriate role-based access controls. An example of this is a change control tool that records all changes to source code including new development, updates, and deletions, along with check-in and check-out information.

System Development & Maintenance

2.2.19.12 The development of software for use on County information systems shall have

documented change control procedures in place to ensure proper versioning and implementation.

2.2.19.13 When preparing to upgrade any County information systems, including an operating system, on a production computing resource; the process of testing and approving the upgrade shall be completed in advance in order to minimize potential security risks and disruptions to the production environment.

2.2.19.14 Any outside suppliers used for maintenance that are visitors to the facility are to be escorted and monitored while performing maintenance to critical systems. This does not apply to contractors that are assigned to work at the facility.

2.2.19.15 Systems shall be hardened, and logs monitored to ensure the avoidance of the introduction and exploitation of malicious code.

2.2.19.16 All County workforce members, including contractors, shall not create, execute, forward, or introduce computer code designed to self-replicate, damage, or impede the performance of a computer's memory, storage, operating system, or application software.

2.2.19.17 In conjunction with other access control policies, any opportunity for information leakage shall be prevented through good system design practices.

2.2.19.18 Departments and/or contractors are responsible for managing outsourced software development related to department-owned IT systems.

System Requirements

Any system that processes or stores County Information shall:

2.2.19.19 Baseline configuration shall incorporate Principle of Least Privilege and Functionality.

2.2.19.20 Systems shall be deployed where feasible to utilize existing County authentication methods.

2.2.19.21 Session inactivity timeouts shall be implemented for all access into and from County networks.

2.2.19.22 All applications are to have access controls unless specifically designated as a public access resource.

2.2.19.23 Meet the password requirements defined in Section 2.2.7: Passwords.

2.2.19.24 Strictly control access enabling only privileged users or supervisors to override system controls or the capability of bypassing data validation or editing problems.

2.2.19.25 Monitor special privilege access, e.g., administration accounts.

2.2.19.26 Restrict authority to change master files to persons independent of the data processing function.

2.2.19.27 Have access control mechanisms to prevent unauthorized access or changes to data, especially, the server file systems that are connected to the Internet, even behind a firewall.

2.2.19.28 Be capable of routinely monitoring the access to automated systems containing County Information.

2.2.19.29 Log all modifications to the system files.

2.2.19.30 Limit access to system utility programs to necessary individuals with specific designation.

2.2.19.31 Maintain audit logs on a device separate from the system being monitored.

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2.2.19.32 Delete or disable all default accounts.

2.2.19.33 Restrict access to server file-system controls to ensure that all changes such as direct write, write access to system areas and software or service changes shall be applied only through the appropriate change control process.

2.2.19.34 Restrict access to server-file-system controls that allow access to other users' files.

2.2.19.35 Ensure that servers containing user credentials shall be physically protected, hardened and monitored to prevent inappropriate use.

2.2.20 Procurement Controls

2.2.20.1 Breach notification requirements clause to be included in new or renewal contracts for systems containing sensitive information.

2.2.20.2 Contractor shall report to the County immediately or within 24 hours when contractor becomes aware of any potential or suspected data breach of contractor's or subcontractor's systems involving County's data.

2.2.20.3 Departments shall review all procurements and renewals for software and equipment (hosted/managed by the contractor) that transmits, stores, or processes sensitive information to ensure that contractors are aware of and are in compliance with County's cybersecurity policies if applicable. Departments shall obtain documentation supporting the business partners, contractors, or consultants' compliance with County's cybersecurity policies such as:

- SOC 1 Type 2
- SOC 2 Type 2
- Security Certifications (ISO, PCI, etc.)
- FedRAMP certification
- Penetration Test Results

2.2.21 IT Services Provided to Public

2.2.21.1 Public access to County electronic information resources shall provide desired services in accordance with safeguards designed to protect County resources. All County electronic information resources are to be reviewed at least quarterly.

2.2.22 Removable Media

2.2.22.1 When no longer required, the contents of removable media shall be permanently destroyed or rendered unrecoverable in accordance with applicable department, County, state, or federal record disposal and/or retention requirement.

3 CONFIGURATION & CHANGE MANAGEMENT

Configuration and Change Management ("CCM") is the process of maintaining the integrity of hardware, software, firmware, and documentation related to the configuration and change management process. CCM is a continuous process of controlling and approving changes to information or technology assets or related infrastructure that support the critical services of an organization. This process includes the addition of new assets, changes to assets, and the elimination of assets.

Cybersecurity is an integral component to information systems from the onset of the project or acquisition through implementation of:

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- Application and system security
- Configuration management
- Change control procedures
- Encryption and key management
- Software maintenance, including but not limited to, upgrades, antivirus, patching and malware detection response systems

As the complexity of information systems increases, the complexity of the processes used to create these systems also increases, as does the probability of accidental errors in configuration. The impact of these errors puts data and systems that may be critical to business operations at significant risk of failure that could cause the organization to lose business, suffer damage to its reputation, or close completely. Having a CCM process to protect against these risks is vital to the overall security posture of the organization.

3.1 GOALS AND OBJECTIVES

3.1.1 The lifecycle of assets is managed.

3.1.2 The integrity of technology and information assets is managed.

3.1.3 Asset configuration baselines are established.

3.2 CONFIGURATION & CHANGE MANAGEMENT POLICY STATEMENTS

3.2.1 Changes to all information processing facilities, systems, software, or procedures shall be strictly controlled according to formal change management procedures.

3.2.2 Changes impacting security appliances managed by the County (e.g., security architecture, security appliances, County firewall, Website listings, application listings, email gateway, administrative accounts) shall be reviewed by the County in accordance with the County Security Review and Approval Process.

3.2.3 Only authorized users shall make any changes to system and/or software configuration files.

3.2.4 Only authorized users shall download and/or install operating system software, service-related software (such as web server software), or other software applications on County computer systems/devices without prior written authorization from department IT management. This includes, but is not limited to, free software, computer games and peer-to-peer file sharing software.

3.2.5 Each department and/or contractor shall develop a formal change control procedure that outlines the process to be used for identifying, classifying, approving, implementing, testing, and documenting changes to its IT resources.

3.2.6 Each department and/or contractor shall conduct periodic audits designed to determine if unauthorized software has been installed on any of its computers.

3.2.7 As appropriate, segregation of duties shall be implemented by all County departments to ensure that no single person has control of multiple critical systems and the potential for misusing that control.

3.2.8 Production computing environments shall be separated from development and test computing environments to reduce the risk of one environment adversely affecting another.

3.2.9 System capacity requirements shall be monitored, and usage projected to ensure the continual

availability of adequate processing power, bandwidth, and storage.

3.2.10 System acceptance criteria for all new information systems and system upgrades shall be defined, documented, and utilized to minimize risk of system failure.

4 VULNERABILITY MANAGEMENT

The Vulnerability Management domain focuses on the process by which organizations identify, analyze, and manage vulnerabilities in a critical service's operating environment.

4.1 GOALS AND OBJECTIVES

4.1.1 Preparation for vulnerability analysis and resolution activities is conducted.

4.1.2 A process for identifying and analyzing vulnerabilities is established and maintained.

4.1.3 Exposure to identified vulnerabilities is managed.

4.1.4 The root causes of vulnerabilities are addressed.

4.2 VULNERABILITY MANAGEMENT POLICY STATEMENTS

4.2.1 Departments and/or contractors shall develop and maintain a vulnerability management process as part of its Cybersecurity Program.

5 CYBERSECURITY INCIDENT MANAGEMENT

Information Security Incident Management establishes the policy to be used by each department and/or contractor in planning for, reporting on, and responding to computer security incidents. For these purposes an incident is defined as any irregular or adverse event that occurs on a County system or network. The goal of incident management is to mitigate the impact of a disruptive event. To accomplish this goal, an organization establishes processes that:

- detect and identify events
- triage and analyze events to determine whether an incident is underway
- respond and recover from an incident
- improve the organization's capabilities for responding to a future incident

This domain defines management controls for addressing cyber incidents. The controls provide a consistent and effective approach to Cyber Incident Response aligned with the County's Cyber Incident Response Plan, to include:

- Collection of evidence related to the cyber incident as appropriate
- Reporting procedures including any and all statutory reporting requirements
- Incident remediation
- Minimum logging procedures
- Annual testing of the plan

5.1 GOALS AND OBJECTIVES

5.1.1 A process for identifying, analyzing, responding to, and learning from incidents is established.

5.1.2 A process for detecting, reporting, triaging, and analyzing events is established.

5.1.3 Incidents are declared and analyzed.

5.1.4 A process for responding to and recovering from incidents is established.

5.1.5 Post-incident lessons learned are translated into improvement strategies.

5.2 CYBERSECURITY INCIDENT MANAGEMENT POLICY STATEMENTS

5.2.1 Cybersecurity incident management procedures shall be established within each department and/or contractor to ensure quick, orderly, and effective responses to security incidents. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan. The steps involved in managing a security incident are typically categorized into six stages:

5.2.2 System preparation

5.2.3 Problem identification

5.2.4 Problem containment

5.2.5 Problem eradication

5.2.6 Incident recovery

5.2.7 Lessons learned

5.2.8 The department shall act as the liaison between applicable parties during a cybersecurity incident. The department shall be the department's primary point of contact for all IT security issues.

5.2.9 A designated security contact for all cybersecurity incidents.

5.2.10 Departments and/or contractors shall conduct periodic (at least annually) cybersecurity incident scenario sessions for personnel associated with the cybersecurity incident handling team to ensure that they understand current threats and risks, as well as their responsibilities in supporting the cybersecurity incident handling team.

5.2.11 Departments and/or contractors shall develop and document procedures for reporting cybersecurity incidents. For example, all employees, contractors, and customers of County information systems shall be required to note and report any observed or suspected security weaknesses in systems to management. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan.

5.2.12 Each department and/or contractor shall familiarize its employees on the use of its cybersecurity incident reporting procedures.

5.2.13 Contact with local authorities, including law enforcement, shall be conducted through an organized, repeatable process that is both well documented and communicated.

5.2.14 Contact with special interest groups, including media and labor relations, shall be conducted through an organized, repeatable process that is both well documented and communicated.

5.2.15 Where a follow-up action against an entity after a cybersecurity incident shall involve civil or criminal legal action, evidence shall be collected, retained, and presented to conform to the rules for evidence as demanded by the relevant jurisdiction(s). At the Department's discretion, they may obtain the services of qualified external professionals to complete these tasks.

5.2.16 Departments and/or contractors shall report cybersecurity incidents to the County pursuant to the Contract.

6 SERVICE CONTINUITY MANAGEMENT

Service continuity planning is one of the more important aspects of resilience management because it provides a process for preparing for and responding to disruptive events, whether natural or man-

made. Operational disruptions may occur regularly and can scale from so small that the impact is essentially negligible to so large that they could prevent an organization from achieving its mission. Services that are most important to an organization's ability to meet its mission are considered essential and are focused on first when responding to disruptions. The process of identifying and prioritizing services and the assets that support them is foundational to service continuity.

Service continuity planning provides the organization with predefined procedures for sustaining essential operations in varying adverse conditions, from minor interruptions to large-scale incidents. For example, a power interruption or failure of an IT component may necessitate manual workaround procedures during repairs. A data center outage or loss of a business or facility housing essential services may require the organization to recover business or IT operations at an alternate location.

The process of assessing, prioritizing, planning and responding to, and improving plans to address disruptive events is known as service continuity. The goal of service continuity is to mitigate the impact of disruptive events by utilizing tested or exercised plans that facilitate predictable and consistent continuity of essential services.

This domain defines requirements to document, implement and annually test plans, including the testing of all appropriate cybersecurity provisions, to minimize impact to systems or processes from the effects of major failures of information systems or disasters via adoption and annual testing of:

- Business Continuity Plan
- Disaster Recovery Plan
- Cyber Incident Response Plan

Business Continuity is intended to counteract interruptions in business activities and to protect critical business processes from the effects of significant disruptions. Disaster Recovery provides for the restoration of critical County assets, including IT infrastructure and systems, staff, and facilities.

6.1 GOALS AND OBJECTIVES

6.1.1 Service continuity plans for high-value services are developed.

6.1.2 Service continuity plans are reviewed to resolve conflicts between plans.

6.1.3 Service continuity plans are tested to ensure they meet their stated objectives.

6.1.4 Service continuity plans are tested, executed, and reviewed.

6.2 SERVICE CONTINUITY MANAGEMENT POLICY STATEMENTS

6.2.1 Backups of all essential electronically maintained County business data and system configurations shall be routinely created and properly stored to ensure prompt restoration.

6.2.2 Each department and/or contractor shall implement and document a backup approach for ensuring the availability of critical application databases, system configuration files, and/or any other electronic information critical to maintaining normal business operations within the department.

6.2.3 The frequency and extent of backups shall be in accordance with the importance of the information and the acceptable risk as determined by each department.

6.2.4 Departments and/or contractors shall ensure that locations where backup media are stored are safe, secure, and protected from environmental hazards. Access to backup media shall be commensurate with the highest level of information stored and physical access controls shall meet or exceed the physical access controls of the data's source systems.

6.2.5 Backup media shall be labeled and handled in accordance with the highest sensitivity level of the

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information stored on the media.

6.2.6 Departments and/or contractors shall define and periodically test a formal procedure designed to verify the success of the backup process.

6.2.7 Restoration from backups shall be tested initially once the process is in place and periodically afterwards. Confirmation of business functionality after restoration shall also be tested in conjunction with the backup procedure test.

6.2.8 Departments and/or contractors shall retain backup information only as long as needed to carry out the purpose for which the data was collected, or for the minimum period required by law.

6.2.9 Alternate storage facilities shall be used to ensure confidentiality, integrity and availability of all County systems.

6.2.10 Each department and/or contractor shall develop, periodically update, and regularly test business continuity and disaster recovery plans.

6.2.11 Departments and/or contractors shall review and update their Risk Assessments (RAs) and Business Impact Analyses (BIAs) as necessary, determined by department management (annually is recommended). RAs include department identification of risks that can cause interruptions to business processes along with the probability and impact of such interruptions and the consequences to information security. A BIA establishes the list of processes and systems that the department has deemed critical after performing a risk analysis.

6.2.12 Continuity plans shall be developed and implemented to provide for continuity of business operations in the event that critical IT assets become unavailable. Plans shall provide for the availability of information at the required level and within the established Recovery Time Objective (RTO) and their location, as alternate facilities shall be used to maintain continuity.

6.2.13 Each department and/or contractor shall maintain a comprehensive plan document containing its business continuity plans. Plans shall be consistent, address information security requirements, and identify priorities for testing and maintenance.

6.2.14 Each department and/or contractor shall define failure prevention protocols to maintain confidentiality, integrity and availability. Departments and/or contractors shall automate failover procedures where applicable and maintain adequate (predictable) levels of ancillary components to meet this provision.

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Attachment D
SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Capability Statements Do Not Define Project Scope. The entries in this Attachment reflect Contractor's assessment that the Licensed Software is capable of meeting the requirements identified by the County. However, the inclusion of a requirement in this Attachment does not, by itself, reflect that a feature or capability will necessarily be entailed within the scope of the Services. The scope for the Services and of the Licensed Software will be developed during the planning phase consistent with Attachment A ("Scope of Work"), and will be based on a mutual understanding of the County's business needs and operational priorities, informed by best practices. The scope will also align with Contractor's assumptions noted in Attachments A.2 ("Implementation Plan") and B.2 ("Implementation Services Milestones and Deliverables").

2. Nature of Meeting Requirements. The functional requirements in this Attachment are, by their nature, stated at a high level and often in summary form. Contractor has reviewed each requirement based on its professional experience and standard implementation practices. Where Contractor has indicated that a requirement is capable of being met, it means the Licensed Software includes features or configurations that, in its judgment, can satisfy the business purpose of the requirement. Contractor and County will work in good faith to align configuration decisions with Contractor's recommendations, the existing capabilities of the Licensed Software, and the assumptions of Attachments A.2 and B.2, noted above.

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County of Orange, Office of the District Attorney (OCDA)

Request for Proposal

Functional Requirements - Instructions

Instructions
This Attachment contains Functional Requirements requested for the OCDA CMS. Instructions: The Respondent shall use the response codes below to indicate whether the Solution meets the requirements or whether the Respondent recommends changes to the stated requirement. Complete this Attachment and submit as an MS Excel file as part of the Respondent's Proposal Package.

Field	Definition / Instructions
ReqID	**Requirement Identification Number:** This should be used to refer to requirements in correspondence DO NOT EDIT THIS FIELD
Level 0 and Level 1 Capabilities	The description of the requirement DO NOT EDIT THIS FIELD
Requirement	**The Respondent's response to whether and how the Functional Requirement will be met.** **Indicate how the requirement, as currently written, will be met by the Respondent's proposal using the following codes:** **Respondent Response Definitions:** **O - Out of the Box - The requirement can be met out of the box** **N - No - The requirement cannot be met** **G - ConfiGuration - The requirement can be met with some configuration** **C - Customization - The requirement can be met with some customization** **3 - 3rd Party - The requirement can be met with the help of a third-party Respondent** **F - Future Release - The requirement will be met in a planned future release** **Only one response per requirement will be accepted.** **An omitted response will be assumed to be the same as a response code of "No".**
Respondent Response	A Respondent comment is required when the response is either G, C, 3, or F. When a comment is required, describe how the requirement will be met. Additionally, Respondents may provide suggested changes to improve the requirement, or comments on the Respondent's response. (Optional).
Respondent Comment	

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County of Orange, Office of the District Attorney (OCDA)

Request for Proposal

Functional Requirements - Capability Definitions

Level 0 Capability	Level 1 Capability	Definition
1.0 Case Initiation Processing	1.1 Conduct Case Intake	Receive and review Direction for Complaint (DFC) outlining details of the reported crime (e.g., individuals involved, reported crime(s) committed, charges requested), etc.), assign the case to appropriate OCDA staff (e.g., Attorneys, investigators, clerks, etc.), and determine if and what charges should be filed.
1.0 Case Initiation Processing	1.2 Manage Race Blind Charging Compliance	Based on the parameters outlined in the legislation, ensure that personal identification data related to a defendant's race is not available to the attorney making a charging decision and that that process is auditable.
1.0 Case Initiation Processing	1.3 Generate Charging Instruments	Upon determination of charges related to the reported crime(s), develop the formal charging decision and assemble charging documents, outlining what charge(s), enhancement(s), allegation(s) and prior(s) are to be filed for the reported crime(s).
1.0 Case Initiation Processing	1.4 Manage Initial Appearance	Prepare for and hold first formal appearances to inform the defendant of the charges file against them, convey information on the defendant's rights, and schedule subsequent steps in the prosecution process.
1.0 Case Initiation Processing	1.5 Conduct Arraignments	Prepare for and conduct initial hearing on the case, where the defendant is officially charged with the crime, is notified whether they will be held on bail, and asked to enter a plea. Defendants may also be informed of other related details (e.g., issuance of protective orders).
1.0 Case Initiation Processing	1.6 Determine Bail Recommendation	Prior to the arraignment, determine whether bail should be recommended or if there is justification to keep a defendant in custody. If bail is recommended, submit the bail recommendation to the judge to determine if bail should be set and for how much.
1.0 Case Initiation Processing	1.7 Manage Defendants (In or Out of Custody)	Manage the status of in or out of custody defendants. Track arrest and detainment process for in-custody defendants as well as ensure that out-of-custody defendants are participating in prosecutorial process as required.
2.0 Case Flow Processing	2.1 Assign Case	Upon accepting the case from the filing agency, assign the case to appropriate OCDA staff including Attorneys, Clerks, Investigators, etc.
2.0 Case Flow Processing	2.2 Submit Charging Documents	File formal charging documents against a defendant with the court, indicating the initiation of an official criminal and/or civil case.
2.0 Case Flow Processing	2.3 Submit and Issue Protective Orders	Submit protective order requests and receive/manage court orders outlining scope of protections for victims and witnesses while the criminal case is active. These protective orders can include domestic violence protection orders, restraining orders, no contact orders, etc.)
2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Manage hearings for a case. This includes calendar management, filing ad responding to hearing reset requests. Hearing types include initial appearances, pre-trial hearings, preliminary hearings, etc.
2.0 Case Flow Processing	2.5 Manage Case Dispositions	Monitor and capture the final outcomes of a case.
3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Generate and offer a plea agreement which proposes to the defense and the court a resolution of a defendant's case and modifies charges and/or other terms, if the defendant agrees to the terms of the agreement. This may include a guilty or no contest plea.
3.0 Manage Pre-Trial Events	3.2 Conduct Hearings	Prepare for and conduct hearings on a case where evidence is presented to the judge to determine if and how to move forward with the case. This includes preliminary hearings, pre-trial hearings, etc.
3.0 Manage Pre-Trial Events	3.3 Prepare and File Motions	Prepare and file motions or responses (e.g., oppositions) with the court, requesting that the court provided decision or path forward on a specific aspect or activity on a case (e.g., oppose a motion to dismiss a charge at pretrial hearing).
4.0 Evidence Management	4.1 Manage Discovery Process	Identify and collect all materials that should be made discoverable on a case. Track the provision of discovery materials to the defense as required and any modifications to those materials including bates stamping and redactions. Propound and respond to discovery requests made pursuant to Civil Discovery Act.

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Functional Requirements - Capability Definitions

Level 0 Capability	Level 1 Capability	Definition
4.0 Evidence Management	4.2 Manage Evidence	Collect, store, and track the inventory of paper, digital, and other forms of evidence related to a case. This may include the production of copies or providing direct access to the Defense as part of the Discovery Process.
5.0 Trial Processing	5.1 Manage Trial Preparation	Collect, organize, and prepare case materials (e.g., evidence) including tech services, transcriptions, graphics, IT, etc. and complete case actions (e.g., collect testimony, complete operational tasks, etc.) for a case to be presented in trial.
5.0 Trial Processing	5.2 Manage Jury Selection	Prepare for and interview prospective jurors, including preparation for Voir Dire and Voir Dire questionnaires.
5.0 Trial Processing	5.3 Conduct Trial Presentation	Design, develop, and present a presentation which visually narrates the facts, evidence, and other related details of the case.
5.0 Trial Processing	5.4 Prepare Jury Instructions	Provide recommendations for instructions to the selected jurors that present and describe applicable laws and legal processes related to the duties and responsibilities of the jury.
5.0 Trial Processing	5.5 Prepare Sentencing Recommendation	Following the submission of charging documents, determine and document a sentencing recommendation to be shared with the court for consideration.
5.0 Trial Processing	5.6 Track 3rd Party Trial Involvement	Manage the involvement of third parties (i.e., a person, group, or entity independent of the prosecution and the defendant) on a case
6.0 Case Support Service Management	6.1 Manage Victim Services/Assistance	Provide and manage a variety of services to support the victims affected by a case. These services can include emergency assistance, counseling, court escort assignment, and crisis intervention.
6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Generate and submit motions for restitution to provide funds to the victims affected by a case. When appropriate, track restitution payments made prior to judgment and sentencing. Orange County Probation, California State Victim Compensation Board, and Waymakers are in charge of handling the restitution process for all criminal cases. The District Attorney's office is in charge of handling restitution for civil cases.
6.0 Case Support Service Management	6.3 Manage Witnesses	Identify, interview, and collect testimony from witnesses on a case. Schedule witnesses for hearings and manage communications.
6.0 Case Support Service Management	6.4 Manage Warrants	Prepare and file probable cause affidavit and warrant requests. Review and manage warrants aka writs issued by the court that authorizes an action that would otherwise be considered unlawful (e.g., search and seizure, arrest, etc.).
6.0 Case Support Service Management	6.5 Manage Subpoenas	Issue, review, and manage subpoenas aka writs issued to compel testimony and/or produce evidence on a case. Subpoenas can be issued by the prosecution, defense, or the court.
6.0 Case Support Service Management	6.6 Conflict (Recusal) Management	Removal of a prosecutor or the entire OCDA office to prosecute a case due to a known or newly reported conflict of interest.
6.0 Case Support Service Management	6.7 Manage Confidential Informants	Identify and manage witnesses that can provide information on cases being investigated or prosecuted while maintaining their confidentiality.
6.0 Case Support Service Management	6.8 Manage DNA Program	Support the investigation and reporting of cases through the collection of DNA samples that are compared to DNA evidence collected within a crime scene.
7.0 Investigation Management	7.1 Provide Trial Support	Support prosecution during the trial to uncover facts, collect additional evidence, analyze case information / documentation, provide testimony.
7.0 Investigation Management	7.2 Investigate incoming arresting agency filings	Provide investigative support to prosecution and law enforcement agencies for select cases initiated by law enforcement agencies. Activities include additional evaluation of a case and its merits, developing leads for additional witnesses, witness interviews, evidence collection, etc.
7.0 Investigation Management	7.3 Investigate internal DA Investigations/cases	Provide investigative support to prosecution on select cases and investigations that may lead to the filing of charges, initiated internally by the District Attorney's office. Activities include additional evaluation of a case and its merits, developing leads for additional witnesses, witness interviews, evidence collection, etc.
8.0 Special Case Management	8.1 Manage Grand Jury Cases	Investigate and complete subsequent case actions (e.g., collect testimony) for select serious state felony cases that will be presented to the Grand Jury. Prepare and present to the Grand Jury.
8.0 Special Case Management	8.2 Manage Juvenile Cases	Investigate, prosecute, and complete subsequent case actions for juvenile cases, cases involving defendants under the age of 18.
8.0 Special Case Management	8.3 Manage Extradition	Initiate and manage process of ensuring that an individual (defendant or witness) is delivered to Orange County for trial.

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Functional Requirements - Capability Definitions

Level 0 Capability	Level 1 Capability	Definition
8.0 Special Case Management	8.4 Manage Special Filings and Cases	Investigate, prosecute, and complete subsequent case actions (e.g., collect testimony) for special filings and cases.
8.0 Special Case Management	8.5 Manage Public Integrity Unit	Oversee the initiation, investigation, and prosecution of cases where alleged criminal misconduct took place.
8.0 Special Case Management	8.6 Manage SVP / MDO Cases	Investigate, prosecute, and complete subsequent case actions (e.g., collect testimony) for SVP and MDO cases, cases involving alleged sexual violent predators (SVP) and Mentally Disordered Offenders.
8.0 Special Case Management	8.7 Manage Mental Health Cases	Investigate, prosecute, and complete subsequent case actions (e.g., collect testimony) for cases involving defendants with alleged mental health disorders / illnesses.
8.0 Special Case Management	8.8 Manage Public Records Act Requests	Receive and fulfill requests from the public through the Public Records Act. These requests can be sent via email, online on the OCDA website, or on paper. The requests must be responded to promptly within 14 days as required by law.
9.0 Diversion Case Management	9.1 Determine Diversion Eligibility	Determine if the defendant in a case is eligible to participate in a diversion program, deferring further proceedings while the qualifying defendant completes their court-ordered diversion program.
9.0 Diversion Case Management	9.2 Manage Diversion Programs	Track cases and defendants entering diversion programs and anticipated completion date.
9.0 Diversion Case Management	9.3 Monitor Diversion Compliance	Ensure qualifying defendants participating in a diversion program, are meeting the requirements / expectations of their assigned program.
9.0 Diversion Case Management	9.4 Manage Treatment Courts	Manage cases assigned to alternative treatment courts that provide supervision of judicial system and rehabilitation programs for specific qualifying cases. These cases include defendants dealing with drug addiction, mental illness, etc.
10.0 Post-Disposition Processing	10.1 Manage Post-Adjudication Compliance	Ensure that defendants are completing the actions and compliant to the terms of the judgement and sentence of a case.
10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Review and revisit cases whose convictions are being appealed or challenged (aka by Writ) by one or more parties involved in the original case.
10.0 Post-Disposition Processing	10.3 Apply Re-Sentence Adjustments	Adjustment and re-application of a criminal sentence due to an issue / error with the original sentence and / or as a result of a change in statute. Re-sentencing adjustments can be initiated by the defendant, by statute, by the DA, or by the Court of Appeal. This also includes cases of clemency and / or pardons.
10.0 Post-Disposition Processing	10.4 Expunge Records	Receive expungement orders and manage the expunging of case records, cases where the arrest or conviction is erased from the defendant's criminal history.
10.0 Post-Disposition Processing	10.5 Seal Records	Receive and manage orders to seal case records, cases where the arrest or conviction are made private but remain on a defendant's criminal history.
10.0 Post-Disposition Processing	10.6 Manage Post Conviction Litigation	Review and manage actions taking place after the initial adjudication of a case. These actions include post-conviction petition and motions authorized by statute, post-conviction Brady compliance and post-conviction restitution issues.
10.0 Post-Disposition Processing	10.7 Manage Conviction Integrity	Prevent, identify, and remediate false or otherwise erroneous case convictions.
10.0 Post-Disposition Processing	10.8 Probation Management	Monitor probation activities and compliance to determine need to intercede (motion to revoke) or otherwise advise the court on subsequent actions.
10.0 Post-Disposition Processing	10.9 Parole Management	Monitor parole activities and compliance to determine need to intercede (motion to revoke) or otherwise advise the court on subsequent actions.
11.0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Collecting, compiling, and aggregating data reports to be submitted internally and externally to regulatory agencies.
11.0 Reporting and Analytics	11.2 Develop Custom Reports	Collecting, compiling, and aggregating data to fulfill one-off reporting requests based on user-defined criterion.
11.0 Reporting and Analytics	11.3 Manage KPIs (e.g., Grant, Performance etc.)	Establishing, measuring, and monitoring key performance indicators that support the District Attorney's office in measuring the effectiveness of their business operations, programs, and prosecutorial process.
12.0 Solution Management	12.1 Manage Administrative Dashboard	Manage dashboards that enable managers, supervisors, and system administrators to manage their teams, procasses, and workflows across the three divisions (Legal, Bureau of Investigations, Administration). This includes user authorizations, case assignments, workflow queue management, etc.

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Functional Requirements - Capability Definitions

Level 0 Capability	Level 1 Capability	Definition
12.0 Solution Management	12.2 Track Assignments/ Workloads	Assign, track and monitor case assignments and workloads across the entire prosecutorial team to ensure efficient and effective distribution of case assignments to the appropriate teams / individuals. Cases can be assigned to individuals or teams of individuals (e.g., Mental Health Unit).
12.0 Solution Management	12.3 Manage Justice Partner Integrations	Manage and monitor the receipt, transmission, and transfer of data from justice partners. This includes law enforcement agencies, courts, etc.
12.0 Solution Management	12.4 Manage Public/Authorized User Portal Access	Manage public and authorized access to the the Public and Authorized User Portal that supplies data and information on prosecutorial cases to the public and a variety of authorized users including witnesses, victims, victim advocates, defense attorneys, etc.
12.0 Solution Management	12.5 Workflow Management	Organization and coordination of staff and their assigned activities that need to be completed as part of the prosecution process.
12.0 Solution Management	12.6 Data Analysis / Performance Management	Develop business cases and data views to provide data insights to better manage and achieve goals of OCDA.
12.0 Solution Management	12.7 Case Record Management	Update, maintain, manage overall case records to ensure most accurate, up-to-date, data, information, and documents are included.

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Request for Proposal

Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Functional Requirements	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
FN1	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to manually create a new case or defendant record and enter details (e.g. defendant info, agency name, victim name, booking information, custody location, etc.) for an incoming case recommended for prosecution by external (e.g., law enforcement agencies) or internal parties (e.g. prosecutor)	O		
FN2	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to attach documents, images, audio, etc. to the case or defendant record for an incoming case (e.g. arrest report, initial evidence, Photos, Bond Receipts, Coroner's Report, Countywide Warrant, Financial Records, Gang Predicates, Lab Receipts, Medical Records, Misdemeanor Package, etc.)	O		
FN3	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to apply a set of consecutive numbers (bates stamps) to consecutive pages of each document submitted as part of the case record	O		
FN4	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to automatically present a new incoming case record as part of a user's work queue for cases transmitted from integrated law enforcement agency system(s)	O		
FN5	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to automatically transfer relevant data, details, and information (e.g. Court case number, crimes committed, etc.) from the integrated law enforcement agency system(s) as part of the newly created case or defendant record in the CMS	G		Business Rules and Workflow are used to capture data provided by partner agencies through an interface For data submitting though the public portal, this data is automatically captured within the system
FN6	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to assign a case review status (e.g. received, in-review, accepted/ denied, more information is required, etc.) to an incoming case	O		
FN7	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to assign statutory reporting codes (e.g. DOJ code)	O		
FN8	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to auto-generate and assign a case number to an incoming case based on configurable criteria (e.g. case type, courthouse, case nature, etc.)	O		
FN9	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to access and maintain all previous and active case records as part of a comprehensive case record for each defendant (e.g. warrants, arrest records, custody status, court dispositions, etc.)	O		
FN10	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to document the location where each offense supposedly took place for an incoming case	O		
FN11	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to reopen a previously closed or completed case for subsequent action (e.g. refile, appeal, refer for diversion, etc.)	O		
FN12	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to review and confirm acceptance of an incoming case automatically marking the case as an initiated case in the CMS	G		Business Rules and Workflow are used to assign case intake to a particular unit
FN13	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to manually and automatically (based on configurable rules) assign a case intake request to a particular unit for case processing	G		Business Rules and Workflow are used to assign case intake to a particular unit. Additional logic can be incorporated into the configuration to meet local requirements such as round-robin or case weighted allocation
FN14	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to re-submit/add new information including documentation for a previously submitted case	O		
FN15	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to select a case type for a new case which triggers a particular workflow	O		
FN16	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to reject a case and document justification for rejection (i.e. rejection code)	O		
FN17	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to flag a case to the submitting agency to signal that the case has been rejected	G		Business Rules and Workflow are used to respond to partner agencies submitting material through an interface.
FN18	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to flag cases that have been rejected and require further response / clarification	O		
FN19	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to share status of review (e.g., accepted, rejected, needs further investigation, etc.) for incoming arresting agency filings with the initiating agency	G		Business Rules and Workflow are used to respond to partner agencies submitting material through an interface. Partner agencies can also be granted access to case information through a portal
FN20	1.0 Case Initiation Processing	1.1 Conduct Case Intake	Ability to review and confirm acceptance of an incoming case automatically marking the case as an initiated case in the CMS	O		
FN21	1.0 Case Initiation Processing	1.2 Manage Race Blind Charging Compliance	Ability to automatically retain a copy of the case record at time of filing (aka what was sent over to the DA as part of the initial filing)	O		
FN22	1.0 Case Initiation Processing	1.2 Manage Race Blind Charging Compliance	Ability to configure case types where race blind charging will apply	F		eProsecutor will have the ability to define your agency's case types and statutes to include or omit from Race Blind Charging processes. We are finalizing development of this functionality and it will be available with our September 2024 release
FN23	1.0 Case Initiation Processing	1.2 Manage Race Blind Charging Compliance	Ability to automatically redact and hide specified case data (e.g. race, ethnicity, etc.) from view after case intake request is received, for applicable case types	F		eProsecutor already offers users the ability to redact documents directly from within the file cabinet. To meet Race Blind compliance, eProsecutor will hide race data from case views and allow users to approve which documents to expose when the case is in a redacted state. In addition to these in-app features, the system will also have the ability to integrate with the AI redaction tools available from Sicuro and Harvard. We are finalizing development of this functionality and it will be available with our September 2024 release
FN24	1.0 Case Initiation Processing	1.2 Manage Race Blind Charging Compliance	Ability to document the charging decision with redacted case data	F		Users will have Race Blind compliant forms built into their case navigation to document initial charging decisions when the case is in a redacted state. We are finalizing development of this functionality and it will be available with our September 2024 release
FN25	1.0 Case Initiation Processing	1.2 Manage Race Blind Charging Compliance	Ability to make visible the case data after the initial charging decision is generated	F		eProsecutor's case navigation will have the ability to make all case data and documents visible when users leave the Race Blind redacted view. We are finalizing development of this functionality and it will be available with our September 2024 release.
FN26	1.0 Case Initiation Processing	1.2 Manage Race Blind Charging Compliance	Ability to track changes made to the charging decision before and after the data is made visible	F		eProsecutor will have the ability to display charging decisions on case views. It will also have the ability to search and report pertinent data regarding all decisions required to track for Race Blind compliance. We are finalizing development of this functionality and it will be available with our September 2024 release.
FN27	1.0 Case Initiation Processing	1.2 Manage Race Blind Charging Compliance	Ability to require written justification when changes are made to the original charging decision after the data is made visible	F		eProsecutor case navigation will have the ability to require users to track their charging decisions and justifications for changes. We are finalizing development of this functionality and it will be available with our September 2024 release
FN28	1.0 Case Initiation Processing	1.2 Manage Race Blind Charging Compliance	Ability to exclude a case from race blind charging that otherwise would have been subjected to it and require written justification be provided for the exception	F		The option to exclude a case from Race Blind compliance and offer justification will be included in the case navigation. We are finalizing development of this functionality and it will be available with our September 2024 release
FN29	1.0 Case Initiation Processing	1.3 Generate Charging Instruments	ability to create and update a charging code table that outlines each charging code, the crimes they're associated with, and other charge related details (e.g., enhancements, allegations, priors)	O		
FN30	1.0 Case Initiation Processing	1.3 Generate Charging Instruments	Ability to assign initial charges to a case based on a listing of configurable offense codes that include both state and local charges, allegations, enhancements, etc.	O		

Request for Proposal

Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Functional Requirements	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
FN31	1.0 Case Initiation Processing	1.3 Generate Charging Instruments	Ability to generate a charging document that outlines the initial charges (including assigned charging codes) to be filed with the Court	G		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy.
FN32	1.0 Case Initiation Processing	1.3 Generate Charging Instruments	Ability to document and track all allegations and subsequent charges throughout the life of a case	O		
FN33	1.0 Case Initiation Processing	1.4 Manage Initial Appearance	Ability to manually and automatically (based on configurable rules) document and track defendant and case information and appearance status as a result of the initial appearance	G		Business Rules and Workflow are used to configured automation rules and case updates
FN34	1.0 Case Initiation Processing	1.4 Manage Initial Appearance	Ability to document and track defendants appearance at a hearing (appeared, failure to appear, etc.)	O		
FN35	1.0 Case Initiation Processing	1.4 Manage Initial Appearance	Ability to document and track bail options and other matters to be presented at the initial appearance	O		
FN36	1.0 Case Initiation Processing	1.4 Manage Initial Appearance	Ability to record the defendant's response to the charges by entering a plea (e.g. guilty, not guilty, or no contest to the charges)	O		
FN37	1.0 Case Initiation Processing	1.4 Manage Initial Appearance	Ability to enter the bail amount set at arraignment	O		
FN38	1.0 Case Initiation Processing	1.4 Manage Initial Appearance	Ability to generate a request for warrant (e.g., for a defendant that failed to appear at a hearing)	G		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy.
FN39	1.0 Case Initiation Processing	1.5 Conduct Arraignments	Ability to capture and track indigency claim and ruling	O		
FN40	1.0 Case Initiation Processing	1.5 Conduct Arraignments	Ability to search within the CMS and view past bail / release recommendations and conditions based on specified criteron (e.g., case types, defendant history, etc.)	G		eProsecutor can be configured to support agency-defined parameters surrounding bail/release data elements. Once collected, this information can be displayed and used in searches and reports
FN41	1.0 Case Initiation Processing	1.5 Conduct Arraignments	Ability to track compliance with bail conditions, including uploading associated documents (e.g., responsive documents for PC 1275.1 compliance)	O		
FN42	1.0 Case Initiation Processing	1.6 Determine Bail Recommendation	Ability to enter the bail amount set at arraignment, including whether a hold has been placed and/or other restrictions imposed (e.g., passport)	O		
FN43	1.0 Case Initiation Processing	1.6 Determine Bail Recommendation	Ability to create and update bail schedule(s) to assist in determining and setting appropriate bail recommendations	G		eProsecutor can be configured to support agency-defined parameters surrounding bail/release data elements. Once collected, this information can be displayed and used in searches and reports
FN44	1.0 Case Initiation Processing	1.6 Determine Bail Recommendation	Ability to automatically generate bail recommendations based on configurable business rules and case data	G		Business Rules and Workflow Engines can be used to define triggers and automated recommendations. These recommendations can then be displayed within the case record, used in document template generations and reporting if necessary.
FN45	1.0 Case Initiation Processing	1.6 Determine Bail Recommendation	Ability to document and track identifying details and information for each defendant as part of a master person record (e.g. previous cases, aliases, DOB, SSN, language issues, developmental disabilities, immigration issues, housing status, mental health status, physical health, substance use, veteran, tattoos, physical address, etc.)	O		
FN46	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability for the solution to suggest the defendant name based on previously saved defendant records	O		
FN47	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to add and track co-defendants on the same case record	O		
FN48	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to add and track defendants on separate case records	O		
FN49	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to create a defendant 'group' profile and associate multiple defendants to it (e.g., XYZ gang profile)	G		eProsecutor can be configured to support agency-defined parameters surrounding group profiles. Once collected, this information can be displayed showing multiple relationships
FN50	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to link the newly accepted case to a defendant's existing case record	O		
FN51	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to receive custody information (e.g., location) of a defendant electronically from a law enforcement agency	G		eProsecutor can support the electronic receipt of custody information, such as the defendant's location, from law enforcement agencies through a custom interface. This interface can be developed to securely exchange real-time custody data, allowing for automatic updates within the case record.
FN52	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to manually create and update a defendant person record in the system	O		
FN53	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to merge multiple defendant person records into one person record	O		
FN54	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to enter and track defendant relationships (including but not limited to gang affiliation, family, romantic relationship, etc.)	O		
FN55	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to add unique identifiers to a defendants person record based on pre-determined criteron (e.g. CSEC, eSCARS, etc.)	O		
FN56	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to enter standard details (e.g., name, home address, gang affiliation, etc.) into the defendant's person record	O		
FN57	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to associate a person record with a case and make updates accordingly without updating the master person record	O		
FN58	1.0 Case Initiation Processing	1.7 Manage Defendants (In- or Out-of Custody)	Ability to assign and re-assign multiple users to a case to one or multiple workflow steps and/or activities to take place during case life cycle (e.g. prosecution, investigator, defense counsel, hearing attendees, defense expert witness, etc.)	O		
FN59	2.0 Case Flow Processing	2.1 Assign Case	Ability to assign an entire team to a case	O		
FN60	2.0 Case Flow Processing	2.1 Assign Case	Ability for multiple individuals assigned to a team to have the same or different roles (flexible assignments)	O		
FN61	2.0 Case Flow Processing	2.1 Assign Case	Ability for users assigned to a case to add additional users to a case	O		
FN62	2.0 Case Flow Processing	2.1 Assign Case	Ability to assign and reassign cases in bulk	O		
FN63	2.0 Case Flow Processing	2.1 Assign Case	Ability to assign roles / responsibilities to each user on a case	O		
FN64	2.0 Case Flow Processing	2.1 Assign Case	Ability to automatically assign activities (e.g. charging document generation) to be completed based on the roles / responsibilities assigned to each user on a case and other configurable business rules	O		
FN65	2.0 Case Flow Processing	2.1 Assign Case	Ability to maintain history of staff assignments with the caseloads by individual, departments, and teams	O		
FN66	2.0 Case Flow Processing	2.1 Assign Case	Ability to submit charging documents to the Courts	G		Manually upload to court, email to court liaison or via an interface with the Court

Request for Proposal
Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Functional Requirements	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
FN67	2.0 Case Flow Processing	2.2 Submit Charging Documents	Ability to apply an esignature to charging instruments	O		
FN68	2.0 Case Flow Processing	2.2 Submit Charging Documents	Ability to e-file charging documents with the Court	3		eProsecutor can support the electronic filing of documents with the Court's designated portal through a custom interface.
FN69	2.0 Case Flow Processing	2.2 Submit Charging Documents	Ability to generate a request to submit protective orders	G		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy
FN70	2.0 Case Flow Processing	2.3 Submit and Issue Protective Orders	Ability to receive protective orders electronically from the Court	G		eProsecutor's included document management functionality allows documents to be associated with a case and saved in the repository a number of ways. Documents can be scanned, uploaded, or added via eProsecutor's Outlook Add-in Save to Case feature. Additionally, documents can also be received via a configured interface
FN71	2.0 Case Flow Processing	2.3 Submit and Issue Protective Orders	Ability to manage and monitor the status of requests for protective orders	G		eProsecutor can be configured to track all aspects, including requests, for protective orders.
FN72	2.0 Case Flow Processing	2.3 Submit and Issue Protective Orders	Ability to enter and track details related to the protective order once it is issued (e.g., life span of order, description of order, parties involved, etc.)	O		
FN73	2.0 Case Flow Processing	2.3 Submit and Issue Protective Orders	Ability to track issuance of and compliance with protective orders	O		
FN74	2.0 Case Flow Processing	2.3 Submit and Issue Protective Orders	Ability to automatically notify a user of a conflict (e.g. via a conflict warning pop up) when hearing dates are selected and one or multiple selected participants are unavailable	O		
FN75	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to prompt designated users to request a continuance when the prosecutor and alternate prosecutor are not available to participate in the hearing	G		Task to alternate user to access calendar based on agency specification
FN76	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to view individual Court calendars displaying hearings and other event details	O		
FN77	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to view court and other resource availability (e.g. courtroom availability, bailiffs, etc.) on individual calendars	O		
FN78	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to subscribe to external calendars and share calendar externally	G		Calendar synchronization can be managed via eProsecutor system properties that will push events to the user's MS Outlook. This is a one way function Receiving events from an external agency which can be achieved via an interface. A list of calendar events can be exported from a search that will be configured based on agency specifications
FN79	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to generate and file reset requests based on conflicts	G		Requests can be configured based on agency specifications
FN80	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to automatically update the case record once hearings and other events are scheduled by the Court (e.g. case initiation, managing hearings, trial dates, child dependency, civil forfeiture, etc.)	3		eProsecutor can automatically update the case record when hearings or other case events are scheduled by the Court. This integration ensures real-time updates for key events such as case initiation, hearings, trial dates, and other court-related activities
FN81	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to electronically receive and display available hearing dates for a particular case (or cases) on individual calendars	3		Via an interface with the Court.
FN82	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to update case record with updated hearing dates and associated details (case number, defendant name, etc.)	O		
FN83	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to flag case documents to be part of a calendar event for parties to access during hearings	O		
FN84	2.0 Case Flow Processing	2.4 Set and Track Hearing Dates	Ability to keep record of case disposition received from the integrated Court system and any manual updates made thereafter	O		eProsecutor maintains case dispositional information and can be manually updated at any time. In order to receive the data electronically, an interface would be required.
FN85	2.0 Case Flow Processing	2.5 Manage Case Dispositions	Ability for case disposition and associated details to be automatically updated based on data transmitted from the Court system (e.g. disposition at case/party record level as well as at charge level; disposition for special allegations, etc.)	3		eProsecutor can automatically update case dispositions and associated details, including at the case/party level and charge level, based on data transmitted from the Court system through a custom interface.
FN86	2.0 Case Flow Processing	2.5 Manage Case Dispositions	Ability to access comprehensive view of all case dispositions within a case record	O		
FN87	2.0 Case Flow Processing	2.5 Manage Case Dispositions	Ability to manually add case disposition and associated details (e.g. bail amount, hearing dates, orders, conditions, verdicts, minute orders, findings, etc.)	O		
FN88	2.0 Case Flow Processing	2.5 Manage Case Dispositions	Ability to transmit case disposition and associated details from the integrated Court system (i.e. Vision)	3		eProsecutor can automatically update case dispositions and associated details, including at the case/party level and charge level, based on data transmitted from the Court system through a custom interface.
FN89	2.0 Case Flow Processing	2.5 Manage Case Dispositions	Ability to capture sentencing conditions (e.g., whether each sentence on each charge/allegation is ordered consecutively or concurrently per charge/allegation, if the sentence is ordered for the overall case, credits for time served, etc.)	O		
FN90	2.0 Case Flow Processing	2.5 Manage Case Dispositions	Ability to lock / unlock plea offer parameters	G		Plea offer processes can be configured based on agency specifications.
FN91	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to generate a plea offer for a case and submit to the Court for review and approval	3		The system provides the ability to record plea offer details Submitting the Plea Offer to the Court would require an interface.
FN92	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to generate a plea offer across multiple cases and submit to the Court for review and approval	G		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy
FN93	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to automatically send and receive final plea offer to the defense (e.g. via an integration with eDefender)	3		eProsecutor can support the automatic sending and receiving of final plea offer information via and integration built around our Data Shepard tool, or a custom interface.
FN94	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to track all activities, actions taken, and outcomes of the plea agreement negotiation process with the defense (e.g. plea agreement offer, counteroffers, dates of communication, evidence utilized to support plea)	G		eProsecutor's configurability allows for the collection, tracking, and management of all plea agreement data and activities. These processes are agency defined and can be configured to meet your needs.
FN95	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to extend multiple plea offers on a case	O		
FN96	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to put an end date on a Plea Offer that would change the status to withdrawn or expired automatically, if not modified	G		eProsecutor allows for the capturing of a plea offer's expiration date, and workflows can be configured to update the status once this date has passed
FN97	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to define parameters for plea offers based on the charge level and degree	G		Plea offer processes can be configured based on agency specifications. Charge level and degree can be updated as needed by the user.
FN98	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to review and approve a proposed plea offer electronically	G		Plea offer processes can be configured based on agency specifications.

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Functional Requirements - Response Template

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FN99	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to review and approve proposed departures from office guidelines on certain / exceptional plea offers	G		Case elements can be used to trigger workflows that are specific to guideline reviews and approvals which can notify individuals and can be configured based on agency specifications
FN100	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to generate global plea offers that include multiple cases for the same defendant in more than one courthouse	G		Plea offer processes can be configured based on agency specifications.
FN101	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to track changes made to the plea agreement (e.g. extension to plea agreement)	G		Plea offer processes can be configured based on agency specifications
FN102	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to select one or more cases involved with the plea agreement	G		Plea offer processes can be configured based on agency specifications, and when combined with eProsecutor's in-built Joinder feature, can support plea agreements across multiple cases
FN103	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to track the plea offer issued by the court	G		Plea offer processes can be configured based on agency specifications
FN104	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to track updates made to plea offers	G		Plea offer processes can be configured based on agency specifications.
FN105	3.0 Manage Pre-Trial Events	3.1 Manage Plea Offers	Ability to create a pre-trial checklist where users can mark progress of actions / activities	O		
FN106	3.0 Manage Pre-Trial Events	3.2 Conduct Hearings	Ability to create and maintain individual profiles for all Judges to track their case loads and overall trends (e.g., case disposition)	O		
FN107	3.0 Manage Pre-Trial Events	3.2 Conduct Hearings	Ability to select and assemble hearing packets with relevant details, information, and documentation (e.g. witness information, witness testimonials / transcripts, evidence, etc.) for a case to be made accessible offline and/or outside of the application	G		eProsecutor comes with a Document Packet Generation tool which supports assembling multiple documents into a single document. This document can then be downloaded and shared offline outside of the application
FN108	3.0 Manage Pre-Trial Events	3.2 Conduct Hearings	Ability to record communications with the Judge and results of each hearing (e.g. further arraignment required, charges reduced, dismissed, etc.) and associate them with the relevant hearing (e.g. preliminary, pre-trial, trial, etc.)	O		
FN109	3.0 Manage Pre-Trial Events	3.2 Conduct Hearings	Ability to upload and link hearing transcripts and associate them with the relevant hearing within the case record	O		
FN110	3.0 Manage Pre-Trial Events	3.2 Conduct Hearings	Ability to record and link documents (e.g. motions, etc.) submitted and filed as part of each hearing to the case record	O		
FN111	3.0 Manage Pre-Trial Events	3.2 Conduct Hearings	Ability to flag evidence that cannot be used in the case, based on outcome of the hearing	O		
FN112	3.0 Manage Pre-Trial Events	3.2 Conduct Hearings	Ability to generate and edit motions (e.g. suppression of evidence) and associate them with the relevant activity (e.g., hearing) within the case record	O		
FN113	3.0 Manage Pre-Trial Events	3.3 Prepare and File Motions	Ability to search and select a standard template relevant to the motion at hand	O		
FN114	3.0 Manage Pre-Trial Events	3.3 Prepare and File Motions	Ability for the solution to automatically recommend motion templates to utilize based on pre-defined criteria	G		Document lists can be filtered by case type based on agency specifications
FN115	3.0 Manage Pre-Trial Events	3.3 Prepare and File Motions	Ability to file (manual or eFile) motions with the Courts	G		Manual filing of motions can be tracked on the document level, but eFiling a motion would require an interface
FN116	3.0 Manage Pre-Trial Events	3.3 Prepare and File Motions	Ability to document rulings resulting from the motions that are issued by Court	O		
FN117	3.0 Manage Pre-Trial Events	3.3 Prepare and File Motions	Ability to receive motions from defense and create notification to attorney for review	G		Document insert notifications can be configured based on agency's specifications
FN118	3.0 Manage Pre-Trial Events	3.3 Prepare and File Motions	Ability to generate a response and to link that response to the original motion	O		
FN119	3.0 Manage Pre-Trial Events	3.3 Prepare and File Motions	Ability to receive an order from the court, and link that order to the original motion	G		Document insert notifications can be configured based on agency's specifications Automated receiving of court documents would require a custom integration which is supported by eProsecutor.
FN120	3.0 Manage Pre-Trial Events	3.3 Prepare and File Motions	Ability to automatically suggest relevant discovery based on case parameters (e.g., charges, agency, etc.) and generate a discovery request	G		Discovery filtering can be configured based on agency's specifications
FN121	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to associate fees with discovery documents	G		Portal payment cart based on portal role
FN122	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to monitor fees charged and paid for discovery documents	G		Portal payment cart based on portal role
FN123	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to capture status of a discovery request (requested, provided, not provided, destroyed, etc.)	O		
FN124	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to propound and respond to discovery requests made pursuant to Civil Discovery Act (e.g., requests for admissions, requests for production)	G		Requests can be configured based on agency specifications
FN125	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to group evidence based on what step of the workflow it is relevant to (e.g., pre-trial, trial, etc.)	O		
FN126	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to upload multiple pieces of evidence or discovery files at once (e.g. uploading a zipped folder including multiple JPEG images)	O		
FN127	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to automatically send confirmation letters, outlining all evidence and discovery files associated with the case record	G		eProsecutor's business rule and workflow engines can be utilized to configure confirmation notification letters and/or emails as defined by your agency
FN128	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to notify users assigned to a case, that the witness or defendant on the case has a sealed file	G		Alerts, or flags, can be added to case records to indicate sealed information. In addition to that functionality, Business Rules and Workflow can be configured to automatically notify users
FN129	4.0 Evidence Management	4.1 Manage Discovery Process	Track modifications made to discovery materials, including bates stamping and redactions	O		
FN130	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to send and track notices sent to defense about availability of discovery	O		
FN131	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to override 'discoverable' classification based on configurable criteria	O		
FN132	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to set a parameter to prevent other users from overriding the 'discoverable' classification	G		eProsecutor's configurable security roles can limit access to a document's Discovery Review Status.
FN133	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to store (if necessary), track, and maintain record of all discoverable files and / or case information (e.g. evidence, motions, etc.) as part of the case record	O		
FN134	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to link discoverable files and / or case information (e.g. evidence, motions, etc.) stored in external applications (e.g. evidence.com) as part of the case record	3		eProsecutor offers seamless integration with Axon Evidence.com, allowing users to associate an eProsecutor case with an Evidence.com case. When linked, metadata about the evidence is automatically retrieved and displayed within eProsecutor. Users can easily view detailed evidence information and directly access the full evidence file with in the Evidence.com interface, streamlining case management and enhancing access to critical information
FN135	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to conduct discovery on case files and / or case information (e.g. evidence, motions, etc.)	O		
FN136	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to mark which files and / or case information (e.g. evidence, motions, etc.) will be considered discoverable (aka be shared with the defense to be presented as part of the trial)	O		
FN137	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to provide justification for files and / or case information (e.g. evidence, motions, etc.) marked as 'not discoverable'	O		
FN138	4.0 Evidence Management	4.1 Manage Discovery Process	Ability for the system to gather all files marked as discoverable and share them with the defense	O		
FN139	4.0 Evidence Management	4.1 Manage Discovery Process	Ability to track existence and location of physical evidence, sensitive evidence or evidence stored in offline locations	O		

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Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Functional Requirements	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
FN140	4.0 Evidence Management	4.2 Manage Evidence	Ability to track information related to the submission, request and possession of physical evidence (e.g. submitter of evidence, last requested by, in possession of, date/time last requested, etc.)	G		In addition to the available fields used to track exhibits, eProsecutor's metadata and form builder tools allow for additional data elements to be created and captured
FN141	4.0 Evidence Management	4.2 Manage Evidence	Ability to track location of physical case records and identify which cases are scanned and available electronically or are stored physically in the warehouse	O		
FN142	4.0 Evidence Management	4.2 Manage Evidence	Ability to generate and capture barcodes assigned to physical evidence	O		
FN143	4.0 Evidence Management	4.2 Manage Evidence	Ability to enable password protection to limit access to specific evidence files	O		
FN144	4.0 Evidence Management	4.2 Manage Evidence	Ability to track all evidence submitted to the Court as part of a case (e.g., physical evidence, forensic evidence, witness testimony, etc.)	G		eProsecutor supports the tracking of all evidence submitted to the Court. The system provides customizable tracking statuses, allowing agencies to monitor the submission, review, and handling of evidence according to their specific workflows.
FN145	4.0 Evidence Management	4.2 Manage Evidence	Ability to track the status of evidence submission to the Courts (e.g., submitted, admitted, suppressed, etc.)	O		
FN146	4.0 Evidence Management	4.2 Manage Evidence	Ability to apply OCR to digital evidence files so that documents are searchable	O		
FN147	4.0 Evidence Management	4.2 Manage Evidence	Ability to rename an evidence file while logging all previously assigned names, including the originating name	O		
FN148	4.0 Evidence Management	4.2 Manage Evidence	Ability to view thumbnails of evidence files	O		
FN149	4.0 Evidence Management	4.2 Manage Evidence	Abilty annotate evidence files	O		
FN150	4.0 Evidence Management	4.2 Manage Evidence	Ability to retain a copy of the original unannotated version of the evidence file	O		
FN151	4.0 Evidence Management	4.2 Manage Evidence	Ability to send a request to an internal team to convert copies of evidence files (that are otherwise not viewable or playable)	G		Request Workflows can be configured based on your agency defined triggers. Additionally, tasks can be created from notes and/or document annotations
FN152	4.0 Evidence Management	4.2 Manage Evidence	Ability to upload and /or associate a case with converted evidence files	O		
FN153	4.0 Evidence Management	4.2 Manage Evidence	Ability to track return of original file and versioning of converted file	G		Document versioning remains on the document record; original document can also be cross referenced to converted document.
FN154	4.0 Evidence Management	4.2 Manage Evidence	Ability to mark whether an evidence file was converted	O		Document versioning remains on the document record; original document can also be cross referenced to converted document.
FN155	4.0 Evidence Management	4.2 Manage Evidence	Ability to track an activity log for each piece of evidence (e.g., last opened, last shared, etc.)	G		Register of Actions log can be configured based on agency specifications. A configured search or view can be created to display tracking for an individual piece of evidence, or for all evidence on a case
FN156	4.0 Evidence Management	4.2 Manage Evidence	Ability to associate the same evidence file with multiple case records	G		Document cross referencing and case joining can be achieved based on agency specifications.
FN157	4.0 Evidence Management	4.2 Manage Evidence	Ability to create evidence checklists based on configurable criteria that automatically apply based on the case type selected	O		
FN158	4.0 Evidence Management	4.2 Manage Evidence	Ability to upload supplementary visuals to be used as part of the trial presentation workbook	O		
FN159	4.0 Evidence Management	4.2 Manage Evidence	Ability to assign multiple attorneys to a case at trial team, designating roles as 1st chair, 2nd chair, etc.	O		
FN160	4.0 Evidence Management	4.2 Manage Evidence	Ability to track the disposition of evidence introduced as exhibits at hearings and/or trial and recommend actions for retention and disposition of evidence	O		
FN161	5.0 Trial Processing	5.1 Manage Trial Preparation	Ability to merge multiple case summary notes into a single unified note	G		Multiple notes can be merged into one custom field, document template, report, etc. based on agency specifications.
FN162	5.0 Trial Processing	5.1 Manage Trial Preparation	Ability to submit single or merged case summary notes to users for review	G		Multiple notes can be merged into one custom field, document template, report, etc. based on agency specifications.
FN163	5.0 Trial Processing	5.1 Manage Trial Preparation	Ability to document and track all activities completed and actions taken in preparation for trial	G		A Case Log or Register of Actions can be created and displayed based on your requirements. This information can be displayed on the case record or in the form of a document/report
FN164	5.0 Trial Processing	5.1 Manage Trial Preparation	Ability to select one or multiple discovery files (including evidence) to be excluded from use by the defense during trial	G		Discovery can be filtered based on agency's specifications
FN165	5.0 Trial Processing	5.1 Manage Trial Preparation	Ability to select and assemble trial packets with relevant details, information, and documentation (e.g. witness information, witness testimonials / transcripts, evidence, etc.) for a case to be made accessible offline and/or outside of the application	O		
FN166	5.0 Trial Processing	5.1 Manage Trial Preparation	Ability to flag discovery files that are excluded from consideration during trial	O		Document discovery statuses can be applied to exclude from discovery
FN167	5.0 Trial Processing	5.1 Manage Trial Preparation	Ability to capture configurable attributes of the final jurors selected	G		Collecting and tracking juror information can be accomplished through configuration. These data elements and business processes can be agency defined.
FN168	5.0 Trial Processing	5.2 Oversee Jury Selection	Ability to document if and when a prosecutor challenges or outright rejects the placement of one or multiple jurors on a case	G		Collecting and tracking juror information can be accomplished through configuration. These data elements and business processes can be agency defined
FN169	5.0 Trial Processing	5.2 Oversee Jury Selection	Ability to document a reason for rejection for each juror challenged / rejected by a prosecutor	G		Collecting and tracking juror information can be accomplished through configuration. These data elements and business processes can be agency defined.
FN170	5.0 Trial Processing	5.2 Oversee Jury Selection	Ability to capture internal notes on each juror	O		Notes fields are available throughout the application.
FN171	5.0 Trial Processing	5.2 Oversee Jury Selection	Ability to view requests for alternate juror assignments	G		Collecting and tracking juror information can be accomplished through configuration. These data elements and business processes can be agency defined
FN172	5.0 Trial Processing	5.2 Oversee Jury Selection	Ability to search for, organize, and compile data and information from the case record and copies of case files to be used as part of the trial presentation workbook on a case	O		eProsecutor's In-Court Processing screen can be configured to display case data and documents needed while in court.
FN173	5.0 Trial Processing	5.3 Conduct Trial Presentation	Ability to select, structure, and organize evidence to be utilized as part of the trial presentation	G		Trial presentation can be configured based on agency specifications
FN174	5.0 Trial Processing	5.3 Conduct Trial Presentation	Ability to annotate case files as part of the trial presentation workbook	O		Document viewer allows for stamping and redactions that will be visible when printing. Comments can be made on the document but will not be print.
FN175	5.0 Trial Processing	5.3 Conduct Trial Presentation	Ability to access the trial presentation on a mobile device (e.g. Mobile tablet)	O		
FN176	5.0 Trial Processing	5.3 Conduct Trial Presentation	Ability for multiple users to collaboratively review and annotate documents simultaneously to be included as part of the trial presentation for a case	G		Document management in eProsecutor includes simultaneous review and annotations using the cases "doc viewer." Versioning and audit logs of users that have edited a document and allows for previewing and restoring previous versions. The system does not allow for multiple users collaborating simultaneously on a doc, docx, or rtf file format, but this can easily be done by sharing the same document with users when opened in Microsoft Word, then saving the final back to eProsecutor with our Word integrated plug-in
FN177	5.0 Trial Processing	5.3 Conduct Trial Presentation	Ability to prepare, edit, and compile verdict information for the Court	G		Document template can be created based on agency specifications

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Request for Proposal
Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Functional Requirements	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
FN178	5.0 Trial Processing	5.3 Conduct Trial Presentation	Ability to capture all individuals appearance at or participating in a proceeding	G		eProsecutor's in-court module captures the appearance and participation of all individuals in a proceeding. The system can be configured to meet the specific reporting needs of your organization
FN179	5.0 Trial Processing	5.3 Conduct Trial Presentation	Ability to store jury instructions submitted by the Court	G		Document uploads can be accomplished manually or via an interface with the court. Document categories will further identify where the document came from.
FN180	5.0 Trial Processing	5.4 Prepare Jury Instructions	Ability to edit and update Court submitted jury instructions	G		Generated documents can be edited via Microsoft Word and the edited version will be saved to the case in eProsecutor using an word plug-in
FN181	5.0 Trial Processing	5.4 Prepare Jury Instructions	Ability to send jury instructions to the Court on a case	G		Jury Instructions document templates can be created. The document can be generated and submitted to the Court. Automated electronic submittal would require an interface.
FN182	5.0 Trial Processing	5.4 Prepare Jury Instructions	Ability to select and associate standardized sets of criminal jury instructions (e.g. CALCRIM) with a case	G		Jury Instructions document template can be created based on agency specifications
FN183	5.0 Trial Processing	5.4 Prepare Jury Instructions	Ability to generate jury instructions based on a configurable template (e.g., CALCRIM)	G		Jury Instructions document template can be created based on agency specifications
FN184	5.0 Trial Processing	5.4 Prepare Jury Instructions	Ability to present a configurable format system inquiry optimized to support determination of sentencing recommendations	G		Jury Instruction and sentencing recommendation data elements can be collected, tracked and displayed using eProsecutor's configuration tools
FN185	5.0 Trial Processing	5.5 Prepare Sentencing Recommendations	Ability to present configurable criteria to objectively guide the sentencing recommendation determination process	G		Sentencing guidelines can be added directly to a statute based on agency specificaions
FN186	5.0 Trial Processing	5.5 Prepare Sentencing Recommendations	Ability to track sentencing recommendations submitted to the Court	G		Sentence recommendations data fields can be created to capture and display information submitted to the Court.
FN187	5.0 Trial Processing	5.5 Prepare Sentencing Recommendations	Ability to calculate sentence maximums and minimums, and determine probation eligibility based on relevant and/or applicable penal codes (e.g. 1170(h))	G		Sentencing guidelines can be added directly to a statute based on agency specificaions
FN188	5.0 Trial Processing	5.5 Prepare Sentencing Recommendations	Ability to associate various parole and release eligibilities based on charging document and/or sentence recommendations	G		Sentencing guidelines can be added directly to a statute based on agency specificaions
FN189	5.0 Trial Processing	5.5 Prepare Sentencing Recommendations	Ability to review and approve sentence recommendations	G		Workflow can be configured for sentence recommendation review and approval using eProsecutor's Workflow Engine.
FN190	5.0 Trial Processing	5.5 Prepare Sentencing Recommendations	Ability to enter information for third parties (e.g. witness) involved in a case	O		
FN191	5.0 Trial Processing	5.6 Track 3rd Party Trial Involvement	Ability to track activities and actions related to third parties	O		
FN192	5.0 Trial Processing	5.6 Track 3rd Party Trial Involvement	Ability to track communications with third parties	O		
FN193	5.0 Trial Processing	5.6 Track 3rd Party Trial Involvement	Ability to add victim information (e.g., victim identification, U-Visa request status, victim statements, victim association with specific charges, etc.) to the case record	O		
FN194	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to track and correct address errors (e.g., return to sender)	O		
FN195	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to send and view referrals for victim services	O		
FN196	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to update the case record with restitution information including documentation received electronically from third parties including victim advocacy resources	G		Restitution information can be collected and tracked. Supporting documentation can also be stored as needed. Documentation, and other information, can be submitted and received via eProsecutor's Portal from victims, outside agencies, and advocacy resources eProsecutor also supports the automatic receipt of restitution information through a custom interface with your partner agencies
FN197	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to record, track, and monitor victim's advocate activities not associated with an active prosecution case	O		
FN198	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to search for and view a comprehensive data for each victim, including detailed and organized information on victims / services assistance rendered (including external services through the California Victim Compensation Board)	G		eProsecutor supports the capture of comprehensive victim data, including assistance provided and services rendered. The system can also track external services, such as those provided through the California Victim Compensation Board, with customizable fields to meet your agency's specific requirements
FN199	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to track communications between victim's advocates and other case parties (e.g. victims, witnesses, etc.)	O		
FN200	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to track victim property details (e.g., property location, possession, current status, etc.)	G		Victim property detail data fields can be created and used to collect and track the required information
FN201	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to configure lists of victim services available (including but not limited to emotional support dogs, elder abuse/ family abuse victim housing, intervention between witnesses of violence, etc.)	O		
FN202	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to track victim requests for services (including but not limited to lodging, transportation, jail collection, emotional support dogs, restitution, etc.)	G		Victim service requests can be tracked and managed based on your requirements
FN203	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to record, track, and monitor all victim services rendered	O		
FN204	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to separately track grant funded provision of victim services by grant type (e.g., financial assistance, advisory, applications for restitution, etc.)	G		Grant requirements can be met and the necessary data collected using eProsecutor's metadata tools
FN205	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to manage access to victim data separate from other elements of the case record	G		eProsecutor's security permissions can be configured to restrict access to case victim data to agency-defined roles
FN206	6.0 Case Support Service Management	6.1 Manage Victim Services / Assistance	Ability to track, at the case and person levels, all information on financial related transactions and activities (e.g. disbursements, fines and fees, etc.)	O		
FN207	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to track funds that have been deposited into a trust account and any relevant interest information	O		
FN208	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to track restitution balance and payments	O		
FN209	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to receive electronic updates from external agencies (e.g., Court, Sheriff's, Probation, etc.) regarding status of awarded restitution	S		eProsecutor can support the electronic receipt of restitution, from partner agencies through a custom interface. This interface can be developed to securely exchange real-time restitution information, allowing for automatic updates within the case record
FN210	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to manually flag a case as being eligible for restitution	O		
FN211	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to capture the date that a restitution request was submitted	O		

Request for Proposal
Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Functional Requirements	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
FN212	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to track entire restitution process from request to disbursement	G		All restitution processes and data elements can be collected, tracked and displayed using eProsecutor's metadata, screen builder, workflow, and business rule tools
FN213	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to flag cases requiring additional restitution support from internal or external resources (e.g., Waymakers)	3		eProsecutor can support flagging records that require additional restitution support, from partner agencies through a custom interface
FN214	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to flag cases eligible for restitution benefits disbursed by the California State Compensation Board	G		Cases can be flagged as eligible for restitution through eProsecutor's built-in Workflows and Business Rules, ensuing cases are updated based on agency specifications
FN215	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to manually track that the victim is eligible cases to receive benefits from California State Compensation Board	G		Victims on a case can be monitored using special statuses that based on agency specifications
FN216	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to manually track application status for a case that was submitted to receive California State Compensation Board benefits	G		Victim case can be monitored using special statuses that are based on agency specifications
FN217	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to generate a notification to the victim based on configurable rules (e.g., entitlement to restitution, etc.)	G		eProsecutor supports victim notifications via Email, SMS or letters. The system can be configured to meet your agencies specific requirements
FN218	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to track a restitution review (e.g., determination of eligibility, etc.)	G		Restitution can be tracked based on agency specifications
FN219	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to assign one or multiple restitution types to a case	G		Multiple restitution types can be added to a case based on agency specifications
FN220	6.0 Case Support Service Management	6.2 Manage Restitution and Compensation	Ability to create and manage witness lists (e.g. expert witnesses) not specific to a case	G		Person records can be filtered based on the person type - e.g., expert witness, medical professionals, social workers, advocates.
FN221	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability to link transcripts of witness testimony with the relevant witness	G		Transcript documents can be uploaded to the case and cross referenced to corresponding case involvement.
FN222	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability to associate witnesses with a case record	O		
FN223	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability to search for expert witnesses	O		
FN224	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability to record and track witness fees and expenses including witness fee worksheets	G		Case expenses can be tracked, including witness expenses
FN225	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability to electronically submit witness claim forms (e.g., for expenses) to the Court for approval via a public portal	G		eProsecutor supports the uploading of witness claim forms through the Public Portal.
FN226	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability for witnesses to upload supporting fees receipts through an online portal or mobile application	G		eProsecutors Public Portal supports the uploding of supporting documents including receipts.
FN227	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability to track witness expenses that will be submitted to Court for approval and reimbursement (e.g. rental cars, meals, mileage, hotel, etc.)	O		
FN228	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability to associate witnesses with activities and / or tasks (e.g., hearings)	O		
FN229	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability to track all communications between OCDA and witnesses as part of the case record	O		
FN230	6.0 Case Support Service Management	6.3 Manage Witnesses	Ability to approve / reject warrant requests	G		Warrant requests for approval/rejection can be configured based on agency specifications.
FN231	6.0 Case Support Service Management	6.4 Manage Warrants	Ability to generate warrant requests	G		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case detail's to complex business rule calculations, streamlining document generation and improving accuracy
FN232	6.0 Case Support Service Management	6.4 Manage Warrants	Ability to flag actions that trigger the need for a warrant	G		The "need for a warrant" flag can be configured based on agency specifications.
FN233	6.0 Case Support Service Management	6.4 Manage Warrants	Ability to request an interstate warrant	G		Document template can be created with user prompts and emailed directly from the case
FN234	6.0 Case Support Service Management	6.4 Manage Warrants	Ability to receive warrant requests from external parties (e.g. Law Enforcement)	G		eProsecutors Public Portal supports the uploading of warrant documents eProsecutor can also support warrant submissions through a custom interface.
FN235	6.0 Case Support Service Management	6.4 Manage Warrants	Ability to submit a warrant request on behalf of prosecution	G		Document template can be created with user prompts and emailed directly from the case.
FN236	6.0 Case Support Service Management	6.4 Manage Warrants	Ability to review warrant requests submitted by external parties	G		Documents, inlcuding Warrants can be tracked within eProsecutor. eProsecutor also supports defining Time Standards for specific actions to be completed and can automatically alert parties or users when a Time Standard is not met through our Workflow and Business Rules modules
FN237	6.0 Case Support Service Management	6.4 Manage Warrants	Ability to prepare and generate requests to subpoena	G		Subpoena process can generate different subpoena types - i.e., civilian or non-civilian requests and can be based on agency specifications
FN238	6.0 Case Support Service Management	6.5 Manage Subpoenas	Ability to document responses to each subpoena including justification for not issuing the subpoena	O		
FN239	6.0 Case Support Service Management	6.5 Manage Subpoenas	Ability to search for and view parties / persons (e.g., law enforcement officer) availability to appear in Court	O		
FN240	6.0 Case Support Service Management	6.5 Manage Subpoenas	Ability to generate subpoenas	G		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy
FN241	6.0 Case Support Service Management	6.5 Manage Subpoenas	Ability to review and issue subpoena requests for a case	G		Subpoena management processes can be configured in eProsecutor based on your agency requirements.
FN242	6.0 Case Support Service Management	6.5 Manage Subpoenas	Ability to track subpoenas that have been submitted to an external agency (e.g. law enforcement) for service	G		Subpoena tracking can be configured based on agency specifications
FN243	6.0 Case Support Service Management	6.5 Manage Subpoenas	Ability to submit requests for subpoenas electronically to external agencies	G		Subpoenas can be sent to the recipient or subpoena liaison via email and based on agency specifications. An interface can be configured to accommodate law enforcement agencies that use paperless subpoena services
FN244	6.0 Case Support Service Management	6.5 Manage Subpoenas	Ability to track subpoena responses from external agencies	G		All subpoena requests, generation, services, and responses can be collected and tracked using eProsecutor's metadata functionality
FN245	6.0 Case Support Service Management	6.5 Manage Subpoenas	Ability to configure rules to check for potential conflicts that may impede the ability of a staff member to be assigned to a specific case	G		Conflict checking can be configured based on your agency defined parameters.
FN246	6.0 Case Support Service Management	6.6 Conflict (Recusal) Management	Ability to note and track identified conflicts and override with a reason code	G		Party and case assignment conflict checking workflow can be created based on your specific criteria. Once the potential conflict has been identified a result, or reason code, can be assigned and tracked.
FN247	6.0 Case Support Service Management	6.6 Conflict (Recusal) Management	Ability to notify specified users if there is a potential conflict	G		Potential conflict workflow work queue can be configured and specific users added to the queue for processing
FN248	6.0 Case Support Service Management	6.6 Conflict (Recusal) Management	Ability to enter person to person recusals (e.g. an OCDA employee flagging their relationship to a defendant)	G		Tracking conflicts and recusals can be configured and records flagged as needed

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Request for Proposal
Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Functional Requirements	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
FN249	6.0 Case Support Service Management	6.6 Conflict (Recusal) Management	Ability to configure standard reasons for recusals	G		Using lookup lists, a recusal reason lookup list can be created and used to track and display the selected reason.
FN250	6.0 Case Support Service Management	6.6 Conflict (Recusal) Management	Ability to recuse an individual, team, or the entire OCDA office from a case	O		
FN251	6.0 Case Support Service Management	6.6 Conflict (Recusal) Management	Ability to restrict access to a case based on recusals entered	G		This can be accomplished via security based on agency specifications
FN252	6.0 Case Support Service Management	6.6 Conflict (Recusal) Management	Ability to create individual records for confidential informants	G		Party/case involvement statuses can be applied to confidential informants and displayed for specific users based on agency specifications
FN253	6.0 Case Support Service Management	6.7 Manage Confidential Informants	Ability to prevent viewing of all data related to a confidential informant	G		Party/case involvement statuses can be applied to confidential informants and displayed for specific users based on agency specifications
FN254	6.0 Case Support Service Management	6.7 Manage Confidential Informants	Ability to create and update a list of activities that informants may participate in	G		Confidential party/case involvement activities can be configured based on agency specifications
FN255	6.0 Case Support Service Management	6.7 Manage Confidential Informants	Ability to select which activities an informant is permitted to participate in or prohibited from	G		Confidential party/case involvement activities can be configured based on agency specifications.
FN256	6.0 Case Support Service Management	6.7 Manage Confidential Informants	Ability to track and monitor informant participation in activities	G		Confidential party/case involvement activities can be configured based on agency specifications.
FN257	6.0 Case Support Service Management	6.7 Manage Confidential Informants	Ability to create a confidential informant record from any person record	G		Party/case involvement statuses can be applied to confidential informants and displayed for specific users based on agency specifications.
FN258	6.0 Case Support Service Management	6.7 Manage Confidential Informants	Ability to organize forensic / medical information related to a case as a separate section of the case record	G		Forensic/medical information can be organized based on agency specifications
FN259	6.0 Case Support Service Management	6.8 Manage DNA Program	Ability to classify evidence as DNA related	G		DNA information can be organized based on agency specifications.
FN260	6.0 Case Support Service Management	6.8 Manage DNA Program	Ability to flag parties for DNA collection and export list	G		Party flags can be configured based on agency specifications
FN261	6.0 Case Support Service Management	6.8 Manage DNA Program	Ability to alert users assigned to a case that DNA must be collected and documented	G		Case elements can be used to trigger workflows that will notify users/user groups based on agency specifications
FN262	6.0 Case Support Service Management	6.8 Manage DNA Program	Ability to manually enter DNA match results from national, state, and local databases	G		DNA information can be added to the case based on agency specifications
FN263	6.0 Case Support Service Management	6.8 Manage DNA Program	Ability to document relevant data and information (e.g., date of collection, case number, collection offense, plea, whether the disposition was a DA offer or a court offer, etc.) for DNA samples as required by internal policy and appropriate penal codes (e.g. Cal DOJ PC 298(a)(5))	G		DNA information can be added and organized based on agency specifications
FN264	6.0 Case Support Service Management	6.8 Manage DNA Program	Ability to track relevant actions and details related to DNA evidence collection, preservation, custody, and destruction / expungement	G		DNA information can be added, updated and organized based on agency specifications
FN265	6.0 Case Support Service Management	6.8 Manage DNA Program	Ability to report / link / match a given person with DNA matches in any previous cases to allow users to identify all other cases (active or complete) the defendant was associated with / named in	G		DNA information can be added, updated and organized directly to a person based on agency specifications.
FN266	6.0 Case Support Service Management	6.8 Manage DNA Program	Ability to submit a task for investigator support of cases (e.g., speaking to witnesses, gathering evidence, serving subpoenas, etc.)	O		
FN267	7.0 Investigation Management	7.1 Provide Trial Support	Ability to capture investigative support during the trial phase of the case (e.g. obtaining evidence, collection of additional details on the case, conducting witness interviews, etc.)	O		
FN268	7.0 Investigation Management	7.1 Provide Trial Support	Ability to receive directions for complaints from external agencies (e.g. CDI, State Bar, Law Enforcement, Probation etc.)	G		eProsecutors Public Portal supports the uploding of documents from external agencies
FN269	7.0 Investigation Management	7.2 Investigate Incoming Arresting Agency Filings	Ability to view and track investigator activities and actions on a case	O		
FN270	7.0 Investigation Management	7.2 Investigate Incoming Arresting Agency Filings	Ability to automatically route incoming arresting agency directions for complaints to the investigation unit for support based on pre-determined case attributes	G		Case elements can be identified as triggers for workflows to notify a user or user group based on agency specifications
FN271	7.0 Investigation Management	7.2 Investigate Incoming Arresting Agency Filings	Ability to automatically generate a letter to be sent to parties and persons on the case to inform them of the results of the investigation (e.g. no further investigation needed, further investigation needed, charges generated, etc.)	G		Document templates can be included in Workflow and auto-generate based on an agency defined trigger. Once generated, the document is stored in the case repository
FN272	7.0 Investigation Management	7.3 Investigate Internal DA Cases	Ability to initiate a case resulting from an internal investigation	O		
FN273	7.0 Investigation Management	7.3 Investigate Internal DA Cases	Ability to mark the case as 'in review' while the investigator is analyzing the details of the suspected case	O		
FN274	7.0 Investigation Management	7.3 Investigate Internal DA Cases	Ability to enter details capturing the results of the internal investigation	G		Investigation case updates can be configured based on agency specifications
FN275	7.0 Investigation Management	7.3 Investigate Internal DA Cases	Ability to mark the case as accepted or rejected based on the results of the internal investigation triggering investigative case closure or transfer to prosecution team for standard case processing	G		Investigation case statuses can be configured based on agency specifications
FN276	7.0 Investigation Management	7.3 Investigate Internal DA Cases	Ability to track if a case should be routed through the Grand jury process	G		Case statuses can be used to trigger workflow to notify a user or user group based on agency specification
FN277	8.0 Special Case Management	8.1 Manage Grand Jury Cases	Ability to select cases to be sent to a grand jury	G		Case statuses can be used to trigger workflow to notify a user or user group based on agency specification
FN278	8.0 Special Case Management	8.1 Manage Grand Jury Cases	Ability to track the impanel and scheduling of the grand jury	G		Scheduled event customized to grand jury agency specifications
FN279	8.0 Special Case Management	8.1 Manage Grand Jury Cases	Ability to prepare the Grand Jury case docket	G		Document merging and scheduled events
FN280	8.0 Special Case Management	8.1 Manage Grand Jury Cases	Ability to record Grand Jury votes and results	G		Scheduled event results customized to grand jury agency specifications
FN281	8.0 Special Case Management	8.1 Manage Grand Jury Cases	Ability to enter and view a comprehensive history and person record for a juvenile (e.g., cross-over cases, truancy information, child and family service data, familial information, delinquent activity, foster care (dependency), etc.)	G		Person details can be configured based on agency specifications. eProsecutor is a person centric case management system that will connect all cases to one person record allowing users to view all their case involvements
FN282	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to file juvenile petition with the Courts	G		Juvenile petitions can be generated and stored in the case repository. Electronic submission would require an interface
FN283	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to electronically receive and accept intercounty transfers, for cases where the crime was committed in a different county than the juvenile defendants county of residence	G		Portal case insert or interface with outside agency
FN284	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to notify that a juvenile is active with eSCARS	G		Case statuses can be set as flags based on agency specifications
FN285	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to track strike packages	G		eProsecutor is a person centric case management system that will connect all cases to one person record allowing users to view all the r case involvements
FN286	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to receive and store delinquency / waiver petitions from probation justice partners	G		eProsecutor's included document management functionality allows documents to be associated with a case and saved in the repository a number of ways. Documents can be scanned, uploaded, or added via eProsecutor's Outlook Add-in Save to Case feature. Additionally, documents can also be received via a configured interface
FN287	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to track progress review hearings for each juvenile defendant	O		

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Functional Requirements - Response Template

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FN288	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to track the term of commitment (e.g., 5 years) and interval (e.g., once every 3 months) for the progress hearings based on the requirements of the case disposition	G		Time standards can be triggered by disposition results or added manually based on agency specifications. Expiration of time standard will trigger workflow to notify appropriate user.
FN289	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to select juvenile case disposition status specific to juvenile cases (e.g. adjudicated delinquent)	O		
FN290	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to receive and record results of progress review hearings shared by probation/justice partners	O		eProsecutor supports the recording and tracking of progress review hearing results through its case notes functionality
FN291	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to adjust data and information within the juvenile case record (e.g., disposition, consent decree, etc.) to reflect outcomes of progress review hearings	O		
FN292	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to track juvenile custody credits (e.g., how many assigned, how many used, how many remaining, etc.)	G		Tracking juvenile custody credits can be configured based on your requirements
FN293	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to flag a case record where a juvenile's custody credits have been exhausted	G		Flags, or special statuses, can be added to records as needed. These flags are agency defined and can be displayed as needed
FN294	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to track incoming probation referrals as part of the comprehensive juvenile record	G		Probation referrals can be configured based on agency specifications; case insert can be done manually on the portal, internally or via an interface
FN295	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to leave a juvenile record as open or active, even after a specific Court ruling is made on juvenile petition	G		Case statuses can be configured based on agency specifications
FN296	8.0 Special Case Management	8.2 Manage Juvenile Cases	Ability to review extradition requests prior to submission to an external party (e.g. US Attorney's Office)	G		Extradition processes can be configured based on agency specifications.
FN297	8.0 Special Case Management	8.3 Manage Extradition Cases	Ability to receive requests to review an extraditable warrant request including the extradition packets	G		Extradition processes can be configured based on agency specifications.
FN298	8.0 Special Case Management	8.3 Manage Extradition Cases	Ability to track external special requests for OCDA review, including non-case related matters (e.g., gun right restoration, public complaint, special prosecution)	G		Case statuses can be configured based on agency specifications
FN299	8.0 Special Case Management	8.4 Manage Special Filings and Cases	Ability to manually enter a special request for OCDA review, including non-related non-case related matters	G		Case type for special requests can be configured based on agency specifications
FN300	8.0 Special Case Management	8.4 Manage Special Filings and Cases	Ability to track all activities taken to determine validity of request	G		Case notes and case statuses can be configured based on agency specifications
FN301	8.0 Special Case Management	8.4 Manage Special Filings and Cases	Ability to conduct an initial review (legal analysis) to determine if OCDA will accept or reject the request	G		Case notes and case statuses can be configured based on agency specifications
FN302	8.0 Special Case Management	8.4 Manage Special Filings and Cases	Ability to track justification for acceptance or rejection	G		Case notes and case statuses can be configured based on agency specifications
FN303	8.0 Special Case Management	8.4 Manage Special Filings and Cases	Ability to automatically transition the case to a formal case if accepted and deemed reasonable / appropriate to prosecute or investigate further	G		Update forms can be configured to accomplish based on agency specifications
FN304	8.0 Special Case Management	8.4 Manage Special Filings and Cases	Ability to refer a case for further review by the public integrity unit	G		Integrity unit requests can be configured based on agency specifications
FN305	8.0 Special Case Management	8.5 Manage Public Integrity Unit	Ability to track requests to investigate certifications / licenses related to a case or defendant	G		Requests can be configured based on agency specifications
FN306	8.0 Special Case Management	8.5 Manage Public Integrity Unit	Ability to track external requests received to have a case reviewed by the public integrity unit	G		Requests tracking can be configured based on agency specifications
FN307	8.0 Special Case Management	8.5 Manage Public Integrity Unit	Ability to route cases to their respective unit (e.g. MDO, SVP)	G		Case elements can be used to trigger workflow tasks for a user or user groups
FN308	8.0 Special Case Management	8.6 Manage SVP / MDO Cases	Ability to track case referrals from state hospitals once an investigation is complete	G		Referral tracking can be configured based on agency specifications.
FN309	8.0 Special Case Management	8.6 Manage SVP / MDO Cases	Ability to assign specific charging codes when generating a charging instrument for specific case types (e.g., MDO / SVP)	O		
FN310	8.0 Special Case Management	8.6 Manage SVP / MDO Cases	Ability to set the defendant as a petitioner or respondent depending on the case	O		
FN311	8.0 Special Case Management	8.6 Manage SVP / MDO Cases	Ability to set the DA as the petitioner or respondent depending on the case	O		
FN312	8.0 Special Case Management	8.6 Manage SVP / MDO Cases	Ability to link multiple petitions to the same defendant on the same case	O		
FN313	8.0 Special Case Management	8.6 Manage SVP / MDO Cases	Ability to track collaboration with external parties to monitor specialized case types (e.g., SVP/MDO)	G		Yes, via portal document uploads or via an interface
FN314	8.0 Special Case Management	8.6 Manage SVP / MDO Cases	Ability to flag a case as involving a defendant with a confirmed mental health concern or illness	O		
FN315	8.0 Special Case Management	8.7 Manage Mental Health Cases	Ability to generate civil subpoenas (e.g., for medical records related to a defendant with a suspected or known mental health concern or illness)	O		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy
FN316	8.0 Special Case Management	8.7 Manage Mental Health Cases	Ability to view all results and rulings from previous incompetency proceedings and defendant's competency status (e.g., competent, not competent, etc.)	O		Event results are collected and tracked.
FN317	8.0 Special Case Management	8.7 Manage Mental Health Cases	Ability to download civil subpoenas to submit to hospitals (via email)	O		
FN318	8.0 Special Case Management	8.7 Manage Mental Health Cases	Ability to track collaboration with external parties (e.g., mental health courts) to monitor mental health cases	O		Yes, via portal document uploads or via an interface
FN319	8.0 Special Case Management	8.7 Manage Mental Health Cases	Ability to receive Public Records Act requests via a public portal	O		Public Records Act case insert form via portal based on agency specifications
FN320	8.0 Special Case Management	8.8 Manage Public Records Act Requests	Ability to generate an acknowledgement letter to the requestor	O		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy
FN321	8.0 Special Case Management	8.8 Manage Public Records Act Requests	Ability to automatically track deadline to provide a response to the requestor	O		Time standards can be defined based on agency specifications
FN322	8.0 Special Case Management	8.8 Manage Public Records Act Requests	Ability to document and track all activities related to a Public Records Act request	O		
FN323	8.0 Special Case Management	8.8 Manage Public Records Act Requests	Ability to manually enter Public Records Act requests that are received external to the public portal (e.g., email, paper correspondence, etc.)	G		Public Records Act case insert form made available to internal staff based on agency specifications
FN324	8.0 Special Case Management	8.8 Manage Public Records Act Requests	Ability to automatically flag cases and / or defendants that meet eligibility qualifications for diversion programs based on configurable rules	G		Party/case involvement statuses can be configured based on agency specifications
FN325	9.0 Diversion Case Management	9.1 Determine Diversion Eligibility	Ability to create and update a list of available diversion programs and eligibility requirements	O		
FN326	9.0 Diversion Case Management	9.1 Determine Diversion Eligibility	Ability to track the review of eligibility requirements for diversion to determine if a referral should be recommended	G		Diversion tracking can be configured based on agency specifications
FN327	9.0 Diversion Case Management	9.1 Determine Diversion Eligibility	Ability to create and update a list of available collaborative courts and eligibility requirements	O		
FN328	9.0 Diversion Case Management	9.1 Determine Diversion Eligibility	Ability to refer a case/defendant for diversion (e.g. diversion, conviction integrity, LEAD, ATI, PDP ODR Court Diversion, DA Diversion, Pretrial Mental Health Diversion, etc.)	G		Diversion eligibility can be configured based on agency specifications
FN329	9.0 Diversion Case Management	9.2 Manage Diversion Programs	Ability to track and manage diversion referrals (e.g. acceptance status, eligibility, diversion programs, etc.)	G		Diversion referral tracking can be configured based on agency specifications
FN330	9.0 Diversion Case Management	9.2 Manage Diversion Programs	Ability to monitor diversion program participation from other agencies (e.g., court, other prosecution agencies, etc.)	G		Diversion program participation can be configured based on agency specifications
FN331	9.0 Diversion Case Management	9.3 Monitor Diversion Compliance	Ability to track non-compliance with the requirements set out by the diversion program	G		Diversion referral tracking can be configured based on agency specifications
FN332	9.0 Diversion Case Management	9.3 Monitor Diversion Compliance	Ability to reroute a previously diverted case that is now considered non-compliant for further review	G		Diversion referral tracking can be configured based on agency specifications
FN333	9.0 Diversion Case Management	9.3 Monitor Diversion Compliance	Ability to track defendant's involvement and progress in their registered diversion programs	G		Diversion referral tracking can be configured based on agency specifications
FN334	9.0 Diversion Case Management	9.3 Monitor Diversion Compliance	Ability to present configurable standard eligibility criteria for referral to various diversion Courts and programs (e.g., Treatment Courts)	G		Eligibility criteria can be configured based on your requirements

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FN335	9.0 Diversion Case Management	9.4 Manage Treatment Courts	Ability to track and manage Court referrals (e.g., Treatment Court)	G		Court referral tracking can be configured based on agency specifications.
FN336	9.0 Diversion Case Management	9.4 Manage Treatment Courts	Ability to track the evaluation of suitability of defendants deemed as eligible for Treatment Courts	G		Treatment Court data elements can be collected and tracked using eProsecutor's configuration tools
FN337	9.0 Diversion Case Management	9.4 Manage Treatment Courts	Ability to record results of suitability evaluation (e.g., suitable, not suitable, needs more information, etc.)	G		A lookup list for suitability evaluation results can be created and the values displayed and tracked
FN338	9.0 Diversion Case Management	9.4 Manage Treatment Courts	Ability to track participation information from other Courts (e.g., Treatment Courts)	G		Other Court participation tracking can be configured based on agency specifications
FN339	9.0 Diversion Case Management	9.4 Manage Treatment Courts	Ability to flag non-compliance with the court requirements (e.g., Treatment Court, other diversion programs, etc.)	G		Court requirements tracking can be configured based on agency specifications
FN340	9.0 Diversion Case Management	9.4 Manage Treatment Courts	Ability to track compliance with the terms of the judgment and sentencing of the case	G		Court requirements tracking can be configured based on agency specifications
FN341	10.0 Post-Disposition Processing	10.1 Manage Post-Adjudication Compliance	Ability to access an organized and comprehensive view of all post-disposition actions and activities taken on a case within the case record	G		Post disposition statuses/actions can be displayed based on agency specifications
FN342	10.0 Post-Disposition Processing	10.1 Manage Post-Adjudication Compliance	Ability to view activity status for each post-disposition action and activity taken on a case	G		Post disposition statuses/actions can be configured based on agency specifications
FN343	10.0 Post-Disposition Processing	10.1 Manage Post-Adjudication Compliance	Ability to notify appropriate users of an appeals case and writs petition	G		Case elements can be configured to triggers workflows that will notify users based on agency specifications
FN344	10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Ability to track and manage appeals cases and writs petitions (e.g. Writ for Habeaus Corpus)	G		Case statuses can be configured to flag cases based on agency specifications
FN345	10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Ability to generate an appellate and writs petition packet, including collating and numbering of documents	G		Document templates can be configured based on agency specifications
FN346	10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Ability to receive and record Notices of Appeal (or Writ) on a case from an external party (e.g. Courts)	G		Portal document uploads or via interface with outside agency
FN347	10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Ability to assign an appeals type for an appeals case	O		
FN348	10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Ability to route an appeal for review and processing to the appropriate unit	G		Appellate workflow and business processes can be configured using eProsecutor's Workflow and Business Rule engines
FN349	10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Ability to generate and submit a Notice of Appeal on a particular case	O		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy
FN350	10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Ability to record the results of an appeal on a particular case	O		
FN351	10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Ability to automatically assign a new case number once the appeal or writ is filed while keeping the new case referenced under the overarching DA case number	O		
FN352	10.0 Post-Disposition Processing	10.2 Manage Writs and Appeals	Ability to present a configurable formal system inquiry optimized to support determination of sentence adjustment recommendations (e.g. good conduct, participation in educational or treatment programs, inmate petition, change in law or policy, deportation/jurisdiction rulings, etc.)	G		Person details can be configured based on agency specifications. eProsecutor is a person centric case management system that will connect all cases to one person record allowing users to view all their case involvements
FN353	10.0 Post-Disposition Processing	10.3 Apply Re-Sentence Adjustments	Ability to track the specific reason for re-sentence recommendation (e.g., legislation, etc.)	G		Sentence and re-sentence data elements can be collected, tracked and displayed. Additional fields can be added using eProsecutor's metadata functionality.
FN354	10.0 Post-Disposition Processing	10.3 Apply Re-Sentence Adjustments	Ability to generate Court documents to be filed with the Court for cases being considered for resentencing	G		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy
FN355	10.0 Post-Disposition Processing	10.3 Apply Re-Sentence Adjustments	Ability to re-open a case for resentencing activities	O		
FN356	10.0 Post-Disposition Processing	10.3 Apply Re-Sentence Adjustments	Ability to manage relevant data and documents for cases undergoing potential resentencing recommendations within the same case and case number	G		Sentence and re-sentence documents and data elements can be collected, tracked and displayed. Additional fields can be added using eProsecutor's metadata functionality.
FN357	10.0 Post-Disposition Processing	10.3 Apply Re-Sentence Adjustments	Ability to receive and track the Court status of the resentencing recommendation through integration with court application or through manual update	G		Re-sentencing recommendations and statuses can be manually added to a case record as needed. Any data received electronically would require an interface.
FN358	10.0 Post-Disposition Processing	10.3 Apply Re-Sentence Adjustments	Ability to input recommendations for re-sentencing for a bulk set of cases (e.g. to legislative changes, petitions to revoke, etc.)	G		Search and mass update forms can be configuration based on agency specifications
FN359	10.0 Post-Disposition Processing	10.3 Apply Re-Sentence Adjustments	Ability to generate contact letters for victims (e.g. Marsy Law notifications)	O		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data. These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy
FN360	10.0 Post-Disposition Processing	10.3 Apply Re-Sentence Adjustments	Ability to file (e.g. eFile) a motion to expunge a record with the Court	3		eFiling a motion would require an interface
FN361	10.0 Post-Disposition Processing	10.4 Expunge Records	Ability to receive an expungement order (electronically or manually)	G		eProsecutor's included document management functionality allows documents to be associated with a case and saved in the repository a number of ways. Documents can be scanned, uploaded, or added via eProsecutor's Outlook Add-in 'Save to Case' feature. Additionally, documents can also be received via a configured interface
FN362	10.0 Post-Disposition Processing	10.4 Expunge Records	Ability to expunge the prosecution case record for a full case or specified portions of the case	G		Expungement of entire case or specified portions of the case can be configured based on agency specifications
FN363	10.0 Post-Disposition Processing	10.4 Expunge Records	Ability to bulk file multiple motions at once	3		Batch processes can implemented based on agency specifications. Interfaces require a willing and capable data exchange partner at agencies with which Client wishes to interface
FN364	10.0 Post-Disposition Processing	10.4 Expunge Records	Ability to expunge a bulk set of cases in a single transaction based on preset criteria (e.g. cannabis charge type, other statute changes, etc.)	G		Case expungement elements can be used to configure workflow triggers and run business rules based on agency specifications
FN365	10.0 Post-Disposition Processing	10.4 Expunge Records	Ability to track designated expungement data (e.g. case destruction dates, expungement reason, status of case folder including whether it has been sent to archive for storage)	G		Case expungement elements can be used to configure workflow triggers and run business rules based on agency specifications
FN366	10.0 Post-Disposition Processing	10.4 Expunge Records	Ability to send a request to seal or unseal a case	G		Sealing requests can trigger workflows that will notify specific users based on agency specifications
FN367	10.0 Post-Disposition Processing	10.5 Seal Records	Ability to approve / reject sealing or unsealing requests	G		Sealing requests can trigger workflows that will notify specific users based on agency specifications

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FN368	10 0 Post-Disposition Processing	10 5 Seal Records	Ability to receive and track sealing orders from the Court (electronically or manually)	G		Sealing orders received from the court can be manually uploaded to the document repository, or file cabinet, of the case record Documents received electronically would require an interface.
FN369	10 0 Post-Disposition Processing	10 5 Seal Records	Ability to seal a case (partially or fully) while ensuring that all sealed details, information, and documents remain	O		
FN370	10 0 Post-Disposition Processing	10 5 Seal Records	Ability for authorized users to view all data, information, and / or documents associated with a case record even if it is sealed	O		eProsecutor's security roles and authorities can be defined to authorize access to sealed information based on your requirements
FN371	10 0 Post-Disposition Processing	10 5 Seal Records	Ability to select what data, information, and documents on a case should be sealed	O		
FN372	10 0 Post-Disposition Processing	10 5 Seal Records	Ability to track and monitor sealing orders including any changes or updates made	G		Sealing order tracking can be configured based on agency specifications
FN373	10.0 Post-Disposition Processing	10 5 Seal Records	Ability to track when a sealed case or information documents sealed therein have been accessed by authorized users	G		Security based on case access and documents can be set up based on agency requirements This prevents users from accessing rather than tracking who accessed
FN374	10.0 Post-Disposition Processing	10 5 Seal Records	Ability to unseal a case or parts of a case	O		
FN375	10.0 Post-Disposition Processing	10.5 Seal Records	Ability to receive and store information from external sources (manually or through integration) related to post adjudication activities (e g records from correctional institutions, probation/parole records, employment records, etc.)	G		Manual updates of the case can be based on agency specifications An interface with the court would be required if integration is preferred
FN376	10 0 Post-Disposition Processing	10.6 Manage Post Conviction Litigation	Ability to manage post-adjudication events	O		
FN377	10 0 Post-Disposition Processing	10.6 Manage Post Conviction Litigation	Ability to receive notification from Court of violations of a post disposition order	3		An interface with the court would be required
FN378	10 0 Post-Disposition Processing	10.6 Manage Post Conviction Litigation	Ability to track requests for further review of decisions and dismissals	G		Requests can be configured and added to the case based on agency specifications
FN379	10 0 Post-Disposition Processing	10.6 Manage Post Conviction Litigation	Ability to record post-adjudication activities a defendant is required to participate in	G		Sentencing conditions can be configured based on agency specifications
FN380	10 0 Post-Disposition Processing	10.6 Manage Post Conviction Litigation	Ability to document suspected Brady violations and associated data (e.g when it happened, what evidence is in question, what analysis was conducted, actions taken, etc.)	G		Brady violation details and statuses can be monitored based on agency specifications
FN381	10 0 Post-Disposition Processing	10.6 Manage Post Conviction Litigation	Ability to document outcome of Brady violation review	G		Brady violations and statuses can be monitored based on agency specifications
FN382	10 0 Post-Disposition Processing	10 6 Manage Post Conviction Litigation	Ability to associate potential Brady information to third parties (e g , victims, witnesses)	O		
FN383	10 0 Post-Disposition Processing	10 6 Manage Post Conviction Litigation	Ability to flag parties (e g. prosecutors, officers, witnesses, etc) with known Brady violations	O		
FN384	10 0 Post-Disposition Processing	10 6 Manage Post Conviction Litigation	Ability to capture activities performed by DA, law enforcement, probation etc on cases in a post-adjudication status	G		Activities performed by internal staff and outside involvements can be configured based on agency specifications
FN385	10.0 Post-Disposition Processing	10 6 Manage Post Conviction Litigation	Ability to track external persons (e g in-custody defendant, out-of-custody defendant, defense attorney) submitting a request to the Conviction Integrity unit to review a case	G		Party involvement types can be configured and added to the case based on agency specifications
FN386	10.0 Post-Disposition Processing	10 7 Manage Conviction Integrity	Ability to document external requests received to have a conviction reviewed by the Conviction Integrity Unit	G		Requests can be configured and added to the case based on agency specifications
FN387	10 0 Post-Disposition Processing	10 7 Manage Conviction Integrity	Ability to present a configurable format system inquiry(s) optimized to support conviction integrity activities	O		
FN388	10 0 Post-Disposition Processing	10 7 Manage Conviction Integrity	Ability to track all actions and activities taken during Conviction Integrity review	G		All data elements required to track the actions and activities during Conviction Integrity review can be created using eProsecutor's metadata tools
FN389	10 0 Post-Disposition Processing	10 7 Manage Conviction Integrity	Ability to enter data and information related to the Conviction Integrity Unit's review (e.g , post conviction analysis)	G		All data elements required to track the actions and activities during Conviction Integrity review can be created using eProsecutor's metadata tools
FN390	10 0 Post-Disposition Processing	10 7 Manage Conviction Integrity	Ability to automatically generate letters to the requestor (e.g , response received letter, decision made letter, etc.)	G		Workflow and business rules can be utilized to automatically generate documents/letters based on your agency defined triggers
FN391	10 0 Post-Disposition Processing	10 7 Manage Conviction Integrity	Ability to capture all communications between the Conviction Integrity Unit and the requestor	O		
FN392	10 0 Post-Disposition Processing	10 7 Manage Conviction Integrity	Ability to electronically receive and store probation reports for a case	G		eProsecutor's included document management functionality allows documents to be associated with a case and saved in the repository a number of ways Documents can be scanned, uploaded, or added via eProsecutor s Outlook Add-in Save to Case feature Additionally, documents can also be received via a configured interface
FN393	10 0 Post-Disposition Processing	10 8 Probation Management	Ability to track probation activities and compliance on a case	O		All data elements required to track probation activities and compliance can be collected and displayed.
FN394	10 0 Post-Disposition Processing	10 8 Probation Management	Ability to track details, terms, and requirements of probation on a case	G		Probation details can be configured based on agency specifications
FN395	10 0 Post-Disposition Processing	10 8 Probation Management	Ability to track all parole violations related to a defendant	G		Parole violations can be configured based on agency specifications
FN396	10 0 Post-Disposition Processing	10 9 Parole Management	Ability to track parole compliance	G		Parole compliance tracking can be configured based on agency specifications
FN397	10 0 Post-Disposition Processing	10 9 Parole Management	Ability to document and record prosecution parole recommendations regarding parole suitability	G		Parole recommendations can be configured based on agency specifications
FN398	10 0 Post-Disposition Processing	10 9 Parole Management	Ability to track prosecution results of a parole hearing	O		
FN399	10 0 Post-Disposition Processing	10 9 Parole Management	Ability to generate letters (e g., Marsy's Law) to be distributed to victims based on configurable rules	G		eProsecutor integrates seamlessly with Microsoft Word through a custom Add-in, enabling users to create document templates that automatically pull case-specific data These templates can retrieve everything from basic case details to complex business rule calculations, streamlining document generation and improving accuracy
FN400	10 0 Post-Disposition Processing	6 1 Manage Victim Services/ Assistance	Ability to send letters (e.g., Marsy's Law) out to selected victims on a case	G		Victim letter templates can be created The document can be generated for selected parties/victims. Once generated, the letter would be stored in the file cabinet. Letter can be manually sent or automated via a business rule.
FN401	10 0 Post-Disposition Processing	6 1 Manage Victim Services/ Assistance	Ability to track that letters (e g , Marsy's Law) were sent out to all selected victims	G		Document tracking fields are available Based on your requirements, eProsecutor can track victim letters and their status

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Request for Proposal
Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Functional Requirements	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
FN402	10 0 Post-Disposition Processing	6 1 Manage Victim Services/ Assistance	Ability to record all communications with victim next of kin and information exchanged (e g , notification of inmate status, Dustin's law, restitution, etc)	O		
FN403	10 0 Post-Disposition Processing	6 1 Manage Victim Services/ Assistance	Ability to capture requests made by victim next of kin (e.g., requests made for special conditions)	G		Victim next of kin requests can be collected, tracked and displayed using eProsecutor's configuration tools
FN404	10 0 Post-Disposition Processing	6 1 Manage Victim Services/ Assistance	Ability to capture personal information (name, relationship to defendant, phone number, etc) for victim next of kin	O		
FN405	10 0 Post-Disposition Processing	6 1 Manage Victim Services/ Assistance	Ability to provide a library of standard reports (i.e , "canned" reports)	O		
FN406	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to provide summary reports of prosecutor activity using configurable data elements for various audiences including team, department and / or court	O		
FN407	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to schedule reports to be run on a recurring basis	O		
FN408	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to subscribe to receive or be alerted when one or multiple standard reports are generated	G		User can be notified via email based on agency specifications
FN409	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to review before submission and to electronically submit regulatory required reports (e g , state, local, federal, DOJ JUS 8715, etc)	G		Searches and/or Reports can be configured based on agency specifications.
FN410	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to provide public interactive dashboards through the public portal allowing the public to view previously authorized DCDA metrics	G		Reports can be made available on the public portal; access and views can be based on roles identified by agency specification.
FN411	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to display configurable text in addition to data on reports to provide additional context for users of the report	G		Searches and/or Reports can be configured based on agency specifications
FN412	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to create recurring point in time reports for later display	O		
FN413	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to configure the data refresh frequency of point in time reports	O		
FN414	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to generate and view an audit log that tracks user interactions with reports (e g , when it as last run, by whom, how often, if the report was generated successfully, etc)	O		
FN415	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to adjust DCDA created/managed standard reports without vendor intervention	O		
FN416	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to upload reports to an external application or website (e g. portal, FTP site, etc)	O		
FN417	11 0 Reporting and Analytics	11.1 Manage Internal and Statutory Reporting	Ability to produce ad-hoc data extracts with personal identifiers anonymized for third party researchers or other similar purposes	O		
FN418	11 0 Reporting and Analytics	11.2 Develop Custom Reports	Ability to limit access to certain fields and / or cases by role in ad-hoc searches	O		
FN419	11 0 Reporting and Analytics	11.2 Develop Custom Reports	Ability to include data graphics in custom designed reports	G		Searches and/or Reports can be configured based on agency specifications
FN420	11 0 Reporting and Analytics	11.2 Develop Custom Reports	Ability to create and view custom reports based on the criteria and conditions of a user's choosing using any data variable or element captured in the solution that they are given access to	O		
FN421	11 0 Reporting and Analytics	11.2 Develop Custom Reports	Ability to export search or report results to a file (e g CSV)	O		
FN422	11 0 Reporting and Analytics	11.2 Develop Custom Reports	Ability for users to save regularly used reporting or search parameters	O		
FN423	11 0 Reporting and Analytics	11.2 Develop Custom Reports	Ability to share custom reports with other users	O		
FN424	11 0 Reporting and Analytics	11.2 Develop Custom Reports	Ability to search all case related data using any data variable or element captured in the solution based on configurable user authorizations	O		
FN425	11 0 Reporting and Analytics	11.2 Develop Custom Reports	Ability to create and automatically display reports or searches on metrics specific to an individual, team, or unit (e g standard data metrics for DNA program unit only)	O		
FN426	11 0 Reporting and Analytics	11.3 Manage KPIs	Ability to create standard and custom reports by selecting what data to include and how to visualize the data (table, chart, graphic, etc)	G		Searches and/or Reports can be configured based on agency specifications
FN427	11 0 Reporting and Analytics	11.3 Manage KPIs	Ability to set performance goals or targets to assess against the real-time performance of a user, group of users, unit, division or the entire office	G		Searches and/or Reports can be configured based on agency specifications
FN428	11 0 Reporting and Analytics	11.3 Manage KPIs	Ability to monitor and report on DCDA metrics and statistics (e g , case activities, disposition data, collection offenses, DA offer vs Court offer, volume of cases, types of cases, DNA evidence, etc)	G		Searches and/or Reports can be configured based on agency specifications
FN429	11 0 Reporting and Analytics	11.3 Manage KPIs	Ability to subscribe to receive or be alerted when one or multiple standard reports are generated	G		User can be notified via email based on agency specifications
FN430	12 0 Solution Management	11.2 Develop Custom Reports	Ability to schedule reports to run on a one-time and / or recurring basis	G		Reports can be scheduled to run based on agency specifications
FN431	12 0 Solution Management	11.2 Develop Custom Reports	Ability to configure custom reports	O		
FN432	12 0 Solution Management	11.2 Develop Custom Reports	Ability to create a managerial dashboard that shows progress towards completing workflows (e g Bar graphs/charts displaying team breakdown - number of cases, current status, estimated end date, etc)	O		
FN433	12 0 Solution Management	12.1 Manage administrative dashboard	Ability to view assignments and activities in real-time with calculations of estimated workloads across all users	O		
FN434	12 0 Solution Management	12 1 Manage administrative dashboard	Ability for users to set and re-set notifications including what, when, and how often they receive notifications	O		
FN435	12 0 Solution Management	12 2 Track Assignments / Workloads	Ability for managers to assign follow-up tasks related to previous assignments (e g DA follow up on cases that were rejected)	O		
FN436	12 0 Solution Management	12 2 Track Assignments / Workloads	Ability to assign tasks to DCDA staff (e g , request evidence, destruction of files, investigative services, etc)	O		
FN437	12 0 Solution Management	12 2 Track Assignments / Workloads	Ability to track all current and historical staff assignments and associated roles / respons bilities on a case	O		
FN438	12 0 Solution Management	12 2 Track Assignments / Workloads	Ability to assign or re-assign a person to a team / unit within the office	O		
FN439	12 0 Solution Management	12 2 Track Assignments / Workloads	Ability to automatically assign cases with particular configurable attributes (e g case type) to a team	G		Case elements can be used to trigger workflows and rules to auto assign cases individuals or units/groups based on agency specifications
FN440	12 0 Solution Management	12 2 Track Assignments / Workloads	Ability to automatically initiate workflows for the assigned individual or team based on configurable rules	G		Case elements can be used to trigger workflows and tasks can be sent to individuals or units/groups based on agency specifications
FN441	12 0 Solution Management	12.2 Track Assignments / Workloads	Ability to assign access authorizations for each user assigned to a case (viewer, reviewer, approver, etc)	G		Case assignment and user security specific to case access will be configured based agency specifications
FN442	12 0 Solution Management	12.2 Track Assignments / Workloads	Ability for users to select cases they would like to track and be notified of updates (even if they are not an assigned party on the case)	O		
FN443	12 0 Solution Management	12.2 Track Assignments / Workloads	Ability to track when / where a case moves from one unit to the another unit based on the workflow step or task at hand (e g trial team to post-conviction unit)	O		Full audit logging is available in eProsecutor This information can be d splayed as needed
FN444	12 0 Solution Management	12.2 Track Assignments / Workloads	Ability to report on current and historic workloads for individuals, configurable groups or all of DCDA	G		Workloads, as well as caseloads, can be tracked and reported on based on your requirements

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FN445	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to automatically track deadlines based on preconfigured business rules for designated event/motion types (including but not limited to speedy trial standards, etc.)	O		
FN446	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to input due dates for different activities on a case	O		
FN447	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to automatically track deadlines based on preconfigured business rules for designated event/motion types (including but not limited to speedy trial standards, etc.)	O		
FN448	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to view the timeline of events/activities related to a case in a singular view	O		
FN449	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to document and track the request and destruction of physical documents	G		Document and case statuses can be used to trigger workflows and/or rules to automatically delete or send a notification to a user and can be based on agency specifications
FN450	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to track the flow of a case (e.g. events, dates, occurrences, etc.)	O		
FN451	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to filter cases / tasks assigned to users within a managerial performance dashboard	O		
FN452	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to present a dashboard to monitor the workload of an individual or team	O		
FN453	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to review multiple cases simultaneously on a single screen to compare key case data or information (e.g. charges, plea agreements, defendant history, etc.) of the cases to assist in making determinations for a current case	G		Cases will be joined and elements will be displayed from joined cases based on agency specifications.
FN454	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to configure baseline standards against which actual performance data can be compared	G		Searches and/or Reports can be configured based on agency specifications
FN455	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to retain and report upon on all current and historic assignments to a case	O		
FN456	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to retain and report upon on the status (e.g., completion status, date, assigned person, etc.) for assignments to a case	O		
FN457	12.0 Solution Management	12.2 Track Assignments / Workloads	Ability to electronically receive and record date, information, and documentation from external agencies via integrated systems	3		eProsecutor can consume and track data from external systems via configured interfaces
FN458	12.0 Solution Management	12.3 Manage Justice Partner Integrations	Ability for external users (e.g. witnesses, law enforcement, defense attorneys, victims, law enforcement, etc.) to register as authorized users of the public portal	O		
FN459	12.0 Solution Management	12.4 Manage Public/Authorized User Portal Access	Ability to select a user type (e.g. witnesses, law enforcement, defense attorneys, victims, law enforcement etc.)from a drop down menu when registering for public portal access	G		Portal role list and views will be configured based on agency's specifications
FN460	12.0 Solution Management	12.4 Manage Public/Authorized User Portal Access	Ability to automatically determine registration information for an authorized user to provide based on the user type they selected	G		The selection of a role at time of registration can determine the required registration information and will determine the users views and the actions they can perform on the portal
FN461	12.0 Solution Management	12.4 Manage Public/Authorized User Portal Access	Ability to configure what data and information on a case should be made available for view to authenticated authorized users (e.g., witnesses, victims, victim advocates, defense attorneys, etc.) in the online portal	O		
FN462	12.0 Solution Management	12.4 Manage Public/Authorized User Portal Access	Ability to configure what data and information (e.g., disposition statistics) should be made available for view to the non-authenticated public in the online portal	O		
FN463	12.0 Solution Management	12.4 Manage Public/Authorized User Portal Access	Ability to configure the system to select data to be made public via a public portal based on configurable rules (e.g., case disposition, specific fields, case type, notes etc.)	O		
FN464	12.0 Solution Management	12.4 Manage Public/Authorized User Portal Access	Ability for authorized users to upload information and documents through an online portal (e.g., restitution requests, evidence, licenses, etc.)	O		
FN465	12.0 Solution Management	12.4 Manage Public/Authorized User Portal Access	Ability for authorized users to communicate with OCDA via the public portal based on their user profile (e.g., chat box, email, etc.)	O		
FN466	12.0 Solution Management	12.4 Manage Public/Authorized User Portal Access	Ability to track all edits / revisions made to templates, documents, or any other information on the case record	O		
FN467	12.0 Solution Management	12.5 Workflow Management	Ability to create and edit templates	O		
FN468	12.0 Solution Management	12.5 Workflow Management	Ability to search for and select a template from a list of standard templates (e.g., charging documents (information, complaint, indictment, etc.), motions, subpoenas, court forms, etc.)	O		
FN469	12.0 Solution Management	12.5 Workflow Management	Ability to automatically display relevant form/document templates based on the task and/or workflow step at hand	G		Documents can be filtered by case types based on agency specifications
FN470	12.0 Solution Management	12.5 Workflow Management	Ability to automatically prepopulate a template with relevant case data	O		
FN471	12.0 Solution Management	12.5 Workflow Management	Ability to create and maintain a standard text library where users can select and pull in standard text (e.g. charging language) into the appropriate section of a document	O		
FN472	12.0 Solution Management	12.5 Workflow Management	Ability for the solution to suggest text from the text library to incorporate into the document type at hand	G		eProsecutor provides My Note Macros and can be configured based on agency's specifications.
FN473	12.0 Solution Management	12.5 Workflow Management	Ability for the user to specify where in a document to insert standard text	O		
FN474	12.0 Solution Management	12.5 Workflow Management	Ability to test pending workflow changes before the change is applied to production	O		
FN475	12.0 Solution Management	12.5 Workflow Management	Ability to implement a workflow change without impacting already instantiated instances of that workflow	G		The OCDA and Journal will maintain a list of triggers and workflow configuration.
FN476	12.0 Solution Management	12.5 Workflow Management	Ability to track case aging based on configurable criterion	O		
FN477	12.0 Solution Management	12.5 Workflow Management	Ability to configure sequential workflow tasks so that workflow steps are required to be completed one after the other	O		
FN478	12.0 Solution Management	12.5 Workflow Management	Ability to configure concurrent workflow steps so that workflow tasks can be completed by the same or different users simultaneously	O		
FN479	12.0 Solution Management	12.5 Workflow Management	Ability to provide the user with relevant case record data and documents needed to complete the workflow task based on configurable rules	O		
FN480	12.0 Solution Management	12.5 Workflow Management	Ability to automatically update the status of the case / task based on configurable actions taken by assigned users	O		
FN481	12.0 Solution Management	12.5 Workflow Management	Ability for the system to record and display the date / time of the initiation and completion of each workflow task	O		
FN482	12.0 Solution Management	12.5 Workflow Management	Ability to configure overrides for otherwise mandatory workflow tasks	O		
FN483	12.0 Solution Management	12.5 Workflow Management	Ability to configure workflows that use case data (e.g., case type, location, defendant age, etc.) to determine workflow logic	O		
FN484	12.0 Solution Management	12.5 Workflow Management	Ability to configure workflows which require that certain actions be taken or activities be completed before a user can move to the next step in the case flow.	O		
FN485	12.0 Solution Management	12.5 Workflow Management	Ability to access all CMS data with a third party analytics tool (e.g., PowerBI, etc.)	O		Search results are exportable in Excel, pdf, rtf, xml and csv formats.
FN486	12.0 Solution Management	12.6 Data Analysis / Performance Management	Ability to select, configure, and set permissions for data to display as part of analytic dashboards	O		
FN487	12.0 Solution Management	12.6 Data Analysis / Performance Management	Ability to create and adjust analytic dashboards for users to access	O		
FN488	12.0 Solution Management	12.6 Data Analysis / Performance Management	Ability to tag a case as being 'grant funded'	O		

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FN489	12.0 Solution Management	12.7 Case Record Management	Ability to track staff hours for designated cases (e.g., to support grant reporting terms)	O		
FN490	12.0 Solution Management	12.7 Case Record Management	Ability to watermark a document (e.g., draft, confidential, etc.)	G		Stamp options can be made available and configured based on agency's specifications
FN491	12.0 Solution Management	12.7 Case Record Management	Ability to automatically perform a check when data, information, or documents are received from an external system to ensure accuracy and completion	G		Business Rules and Workflow are used to check data and information received from an external system
FN492	12.0 Solution Management	12.7 Case Record Management	Ability to track when cases are sent out for scanning and track destruction of the physical files	O		
FN493	12.0 Solution Management	12.7 Case Record Management	Ability to electronically file (eFile) applicable documents (e.g. charging documents, case filing, motions, etc.) with the Court's designated portal (e.g. Vision, etc.)	3		eProsecutor can support the electronic filing of documents with the Court's designated portal through a custom interface.
FN494	12.0 Solution Management	12.7 Case Record Management	Ability to document proof of service for all documents (e.g., subpoenas)	O		
FN495	12.0 Solution Management	12.7 Case Record Management	Ability to capture personal identification numbers (e.g. California Department of Corrections and Rehabilitation, etc.) assigned to the defendant	O		
FN496	12.0 Solution Management	12.7 Case Record Management	Ability to automatically bulk load scanned copies of archived case files	G		eProsecutor supports the automatic bulk loading of scanned copies of archived case files through its Save and Scan functionality. This feature streamlines the process, allowing for efficient uploading and organization of large volumes of documents directly into the case record
FN497	12.0 Solution Management	12.7 Case Record Management	Ability to assign allegations (including enhancements and priors) at both a charge and/or case level throughout the life of the case	O		eProsecutor supports the assignment of allegations, including enhancements and priors, at the charge level throughout the life of the case via its Charging Module.
FN498	12.0 Solution Management	12.7 Case Record Management	Ability to consolidate multiple cases into a single case with a unified case number	O		
FN499	12.0 Solution Management	12.7 Case Record Management	Ability to split a case into two or more cases with separate case numbers	O		eProsecutor supports splitting a case into two or more cases with separate case numbers through its Case Bifurcation functionality. This feature ensures that cases are easily divided while maintaining accurate tracking and management of each resulting case
FN500	12.0 Solution Management	12.7 Case Record Management	Ability to merge person records for the same actual person	O		
FN501	12.0 Solution Management	12.7 Case Record Management	Ability to remove a person record from a case and replace with a different person record (misidentification, stolen identification)	O		
FN502	12.0 Solution Management	12.7 Case Record Management	Ability to assign a person record to multiple cases or the same in different party roles (e.g., defendant, witness, victim, etc.)	O		
FN503	12.0 Solution Management	12.7 Case Record Management	Ability to look up persons with matching attributes when adding a person to minimize duplicates	O		
FN504	12.0 Solution Management	12.7 Case Record Management	Ability to configure criteria for person matching	G		Search forms can be provided to search for existing person records; if duplicate records are discovered, merging options are possible
FN505	12.0 Solution Management	12.7 Case Record Management	Ability to view cases associated with a person record	O		
FN506	12.0 Solution Management	12.7 Case Record Management	Ability to configure case types (e.g. Sexually Violent Predators, Conviction Integrity, Civil, Juvenile, Mental Health, Asset Forfeiture, Felony, Misdemeanor, etc.)	O		
FN507	12.0 Solution Management	12.7 Case Record Management	Ability to track communication between individuals or entities associated with a case	O		
FN508	12.0 Solution Management	12.7 Case Record Management	Ability to track cases per statute of limitation time frames	G		The statute of limitations can be managed at the statute level based on agency specifications
FN509	12.0 Solution Management	12.7 Case Record Management	Ability to associate or assign tags to a case record or document	O		
FN510	12.0 Solution Management	12.7 Case Record Management	Ability to dispose aspects of the case without closing the entire case	O		
FN511	12.0 Solution Management	12.7 Case Record Management	Ability to edit values automatically pre-populated	O		
FN512	12.0 Solution Management	12.7 Case Record Management	Ability to apply a validation check to minimize duplicate case records or the incorrect merging of case records	O		
FN513	12.0 Solution Management	12.7 Case Record Management	Ability to configure notification text to be displayed when business rule conditions are met	O		
FN514	12.0 Solution Management	12.7 Case Record Management	Ability to mark a case record as confidential where unauthorized users are unable to see that the case record exists	O		
FN515	12.0 Solution Management	12.7 Case Record Management	Ability to mark a case record as confidential where unauthorized users can see that the case record exists but are not able to access and/or view data and documents associated with that case	O		
FN516	12.0 Solution Management	12.7 Case Record Management	Ability to attach documents, images, audio, etc. to the case record or defendant record	O		
FN517	12.0 Solution Management	12.7 Case Record Management	Ability to include cross-references in the case or party record (e.g. cross reference to other referenced cases, cross references from one person to another, court case numbers, warrants, defendant identifiers, arrest report numbers, probation case numbers, CDCR identifiers, appellate cases, etc.)	O		Joinders between cases and cross references are possible between case elements on same case Agency will have to provide specifications
FN518	12.0 Solution Management	12.7 Case Record Management	Ability to change a document's content after its initial merging from a predefined template	O		
FN519	12.0 Solution Management	12.7 Case Record Management	Ability to receive information from the County Financial system on key information related to the case record including but not limited to when accounting has received documents, issued a check, etc.	3		Interface specifications would be required
FN520	12.0 Solution Management	12.7 Case Record Management	Ability to close a case automatically based on configurable criteria (e.g., completion of required tasks and activities, days past disposition, completion of designated documents, recording of designated case events, etc.)	G		Case closure automation can be configured based on OCDA specification
FN521	12.0 Solution Management	12.7 Case Record Management	Ability to update the case record with the result of post-conviction actions and activities (e.g. results of conviction integrity, appeal results, results of public integrity, etc.)	G		Case update forms can be configured based on OCDA specifications
FN522	12.0 Solution Management	12.7 Case Record Management	Ability to track defendant (adult and juvenile) custody credits (e.g., how many assigned, how many used, how many remaining, etc.)	G		Party/person custody details can be configured based on OCDA specifications
FN523	12.0 Solution Management	12.7 Case Record Management	Ability to manually enter status of a case (in addition to workflow initiated automated updates)	O		
FN524	12.0 Solution Management	12.7 Case Record Management	Ability to create and maintain case notes (e.g., case summary notes, victim advocate notes, miscellaneous, etc.) as part of the case record or party information that otherwise cannot be captured on the case record	O		
FN525	12.0 Solution Management	12.7 Case Record Management	Ability to access and generate case notes at each workflow step within the case flow	O		
FN526	12.0 Solution Management	12.7 Case Record Management	Ability to associate case notes with a particular workflow step, case activity, and/or task within the case record	O		
FN527	12.0 Solution Management	12.7 Case Record Management	Ability to associate notes with an event (setting, interview, etc.), an evidence record (a video or medical record) or a party on the case (defendant, witness)	O		
FN528	12.0 Solution Management	12.7 Case Record Management	Ability for the system to prompt when a case note should be created and maintained as part of the case record based on configurable rules	G		Case note options can be implemented based on OCDA specifications
FN529	12.0 Solution Management	12.7 Case Record Management	Ability to set a case note as required or optional when prompting the user to complete the case note	O		Yes, supported by case note system properties
FN530	12.0 Solution Management	12.7 Case Record Management	Ability to require the completion of case notes	O		
FN531	12.0 Solution Management	12.7 Case Record Management	Ability to automatically organize and structure case notes based on what workflow step, case activity, and/or task the note is applicable to	O		
FN532	12.0 Solution Management	12.7 Case Record Management	Ability to view all case notes as part of a comprehensive case note viewer where users can easily and efficiently see where in the case flow and / or what part of the case record the case note was entered and associated with	O		
FN533	12.0 Solution Management	12.7 Case Record Management	Ability to search for case notes using ad-hoc or configurable standard	O		

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Request for Proposal
Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Functional Requirements	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
FN534	12.0 Solution Management	12.7 Case Record Management	Ab. ty to tag case notes with particular case attributes for search and / or reporting purposes	O		
FN535	12.0 Solution Management	12.7 Case Record Management	Ability to assign access control viewing rights to specific notes	O		Supported case note privacy options
FN536	12.0 Solution Management	12.7 Case Record Management	Ability to define configurable note types (e.g. attorney note, investigator, clerk, victim advocate) and manage access by role	O		
FN537	12.0 Solution Management	12.7 Case Record Management	Ability to view the list of documents attached to a case or defendant record	O		
FN538	12.0 Solution Management	12.7 Case Record Management	Ability to attach and link documents to the case or defendant record	O		
FN539	12.0 Solution Management	12.7 Case Record Management	Ability to view a full case timeline including touchpoints with external agencies (e.g. law enforcement, parole, probation, etc.)	O		Register of Actions will be defined based on OCDA specifications and will capture relevant case actions.
FN540	12.0 Solution Management	12.7 Case Record Management	Ability to link related or prior cases (e.g., current appeals or originating trial court cases) to a new or existing case record	O		
FN541	12.0 Solution Management	12.7 Case Record Management	Ability to prompt users when parties (attorneys, investigators, etc.) or persons (defendants, witnesses, etc.) named on a case already exist in the system, to avoid duplicative data entry and records	O		
FN542	12.0 Solution Management	12.7 Case Record Management	Ability to automatically and manually associate a case record with the appropriate unit(s) (e.g., Sexually Violent Persons, Homicide, Juvenile, etc.)	G		Case elements can be configured using defau l data based on the OCDA specifications
FN543	12.0 Solution Management	12.7 Case Record Management	Ability to save and associate documents from the entity where the case originated (Law Enforcement Agency, Probation, etc.)	O		
FN544	12.0 Solution Management	12.7 Case Record Management	Ability to assign and track case types (Civil, Criminal, Juvenile, Special Prosecutions, etc.), Nature (e.g. Homicide, Sexually Violent Persons, Misdemeanor, etc.), Sub-nature and Gist (a free text clarification / sub-set of sub-nature)	O		
FN545	12.0 Solution Management	12.7 Case Record Management	Ability to select and associate multiple cases as part of a case group	O		
FN546	12.0 Solution Management	12.7 Case Record Management	Ability to perform activities that can be simultaneously applied or related to a case group i.e. plea offer extensions for case x, y, and z)	G		Case elements based on their joined status can be configured based on OCDA specifications
FN547	12.0 Solution Management	12.7 Case Record Management	Ability to configure presentation of the case record to intuitively align with OCDA business processes	O		Case views can be cdefined to present case information aligned with OCDA business processes

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County of Orange, Office of the District Attorney (OCDA)

Request for Proposal

Non-Functional Requirements - Instructions

Instructions
This Attachment contains Non-Functional Requirements requested for the OCDA CMS. Instructions: The Respondent shall use the response codes below to indicate whether the Solution meets the requirements or whether the Respondent recommends changes to the stated requirement. Complete this Attachment and submit as an MS Excel file as part of the Respondent's Proposal Package.

Field	Definition / Instructions
ReqID	**Requirement Identification Number:** This should be used to refer to requirements in correspondence DO NOT EDIT THIS FIELD
Level 1 Capability	Specifies which category or subcategory the requirement falls under DO NOT EDIT THIS FIELD
Requirement	The description of the requirement DO NOT EDIT THIS FIELD
Respondent Response	**The Respondent's response to whether and how the Non-Functional Requirement will be met. Indicate how the requirement, as currently written, will be met by the Respondent's proposal using the following codes:** **Respondent Response Definitions:** **O - Out of the Box - The requirement can be met out of the box** **N - No - The requirement cannot be met** **G - ConfiGuration - The requirement can be met with some configuration** **C - Customization - The requirement can be met with some customization** **3 - 3rd Party - The requirement can be met with the help of a third-party Respondent** **F - Future Release - The requirement will be met in a planned future release** **Only one response per requirement will be accepted.** **An omitted response will be assumed to be the same as a response code of "No".**
Respondent Comment	A Respondent comment is required when the response is either G, C, 3, or F. When a comment is required, describe how the requirement will be met. Additionally, Respondents may provide suggested changes to improve the requirement, or comments on the Respondent's response. (Optional).

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County of Orange, Office of the District Attorney (OCDA)

Request for Proposal

Non-Functional Requirements - Definitions

Level 1 Capability	Definition
Auditing	Ability to perform and track audits within the CMS solution in accordance and compliance with a set of rules, laws, or other regulatory mandates.
Availability	Ability to ensure suitable recoverability and protection of the future CMS solution from system failures, natural disasters or malicious attacks.
Content Management	The ability to upload, store, and access diverse content (documents, files, audio, video, etc.) within the CMS solution.
Data Integrity	The ability to ensure quality, completeness, validity, and security of data stored in the CMS solution.
Document Management	Ability to perform data management tasks within the CMS solution tailored for typical unstructured documents (including compound documents). This includes managing the flow of documents through their appropriate life cycles.
Environment	The ability to operate the CMS solution within multiple technical environments (e.g., testing, production, etc.).
Expunctions and Redactions	The ability of the CMS solution to expunge or redact specific data, information, or documents within a case record or the entire case record depending on the circumstances and/or directive mandates.
Integration	The ability to enable the CMS solution to transmit data to and / or from other independent applications and solutions within the organization's internal and external application ecosystem. This includes orchestrating the integrated flow of multiple activities performed by disparate applications and providing access to data and functionality from independently designed applications through the CMS solution.
Maintain Secure Access to Prosecution Records	The ability to manage and maintain access and ensure security over prosecution records within the CMS solution.
Maintain Statutes and Codes	The ability to add, update, and otherwise maintain prosecutorial statutes and codes within the CMS solution.
Maintainability	The ability to identify, troubleshoot, repair, and improve software code within the CMS solution.
Manageability	The ability to manage the CMS solution to ensure consistent and continued performance and overall health of the solution.
Performance	The ability to measure and monitor the performance of the solution based on user actions and system activities.
Recoverability	The ability of the CMS solution to recover and restore its operations in the event of an error, breach, or other unforeseen failure.
Regulatory	Ability to set-up and configure the CMS solution to adhere to laws, regulations, guidelines, and specifications relevant to business' operations and audit needs.
Reliability	The ability of the solution to consistently perform at the level expected without error or failure.
Reporting	The ability to access, pull, export, and manipulate data stored in the CMS solution.
Security	The ability of the CMS solution to address security breaches, ensure security of information contained therein, and proactively mitigate potential security risks.

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Serviceability	The ability to monitor the CMS solution and perform necessary maintenance services on a component of the solution or the solution as a whole.
Usability	The ability of users to easily access, navigate through, and perform relevant functions in the CMS solution.

County of Orange, Office of the District Attorney (OCDA)
Request for Proposal
Non-Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Requirement	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3 or F)
NF1	Non-Functional	Auditing	Ability for all logs to be non-repudiated logs	O		
NF2	Non-Functional	Auditing	Ability to log all user activities and actions (including but not limited to search, view, add, modify, delete, reports run, etc.)	O		
NF3	Non-Functional	Auditing	Ability to save all actions (including but not limited to changes made, signature added, etc.) taken on a document and / or case record to an audit log	O		
NF4	Non-Functional	Auditing	Ability to query and view a record of all transactions completed in the system including the associated user ID, date, time and transaction type	O		
NF5	Non-Functional	Auditing	Ability to export reports and query results of audit information to external products (including but not limited to Excel) for further processing	O		Reports and search results can be exported into PDF, XLS, HTML, XML and many other formats.
NF6	Non-Functional	Auditing	Ability to prevent unauthorized modifications or deletion of audit log records	O		
NF7	Non-Functional	Auditing	Ability to maintain an audit trail of case status updates, inclusive of the time in between status change	O		
NF8	Non-Functional	Auditing	Ability to notify a user that the section that was in update status has been completed while they were editing and prior to saving	O		
NF9	Non-Functional	Auditing	Ability to notify a user of the specific updates made to the case record section that was being editing prior to saving	O		
NF10	Non-Functional	Auditing	Ability to record, track, and maintain security logging indefinitely with the ability to export historical data to external data storage to manage size of audit files	O		
NF11	Non-Functional	Auditing	Ability to log all activity around rights administration, including all rights granted and removed from users	O		
NF12	Non-Functional	Availability	Ability for monitoring tools to demonstrate that the system is operating within acceptable levels regarding online users, user-specific activities, system uptime, transaction response times, etc. *Please describe monitoring tools provided with the system.*	O		
NF13	Non-Functional	Availability	Ability to support active and passive availability (e.g. redundant failover installation with active syncing of data as defined by customer)	O		For JTI hosted clients, our standard offering includes one Production and one Non-Production environment. Additional environments can optionally be provisioned for additional fees. Services are deployed in AWS GovCloud using multiple availability zones. Databases are is backed every two hours to redundant storage in multiple availability zones. Documents are stored in AWS S3 which stores objects in a minimum of two availability zones. JTI uses AWS Intelligent Storage Tiering to automatically move objects to lower cost storeage based on access frequency. For on-premises deployments, agencies can deploy eProsecutor in a High Availability model with multiple load balanced Application servers. Data can be stored in an active/passive SQL Cluster (SQL Licensing and Microsoft deployment best practices must be followed). Documents stored on a file system can also be replicated as per your storage management solution vendors best practices.
NF14	Non-Functional	Availability	Ability to support local and online scenarios: active local, backup/sync online; active online, back up local	O		
NF15	Non-Functional	Availability	Ability to support offline storage and access to case data and the ability to sync/reconcile with online (e.g. case check out, cache mode)	N		eProsecutor requires an active internet connection to access and save information to the database. Documents and agency specific configured reports can be downloaded locally for review if needed.
NF16	Non-Functional	Content Management	Ability to support multiple file types	O		
NF17	Non-Functional	Content Management	Ability to support configurable file sizes	O		
NF18	Non-Functional	Content Management	Ability to associate a file with multiple cases and store only once	N		At this time, our system does not support the ability to associate a file with multiple cases while storing it only once. However, we continuously evaluate and enhance our platform's capabilities and are open to discussing this need.
NF19	Non-Functional	Content Management	Ability to categorize a file type (e.g. 911 audio, Dashcam video, etc.)	O		
NF20	Non-Functional	Content Management	Ability to view/play content within application and support multiple formats and codecs)	O		Some file formats may require specialized external players.
NF21	Non-Functional	Content Management	Ability to manage storage locations for files based on size, age or other factors through multiple methods and availability (e.g. cloud, on prem server or other storage solution)	O		
NF22	Non-Functional	Content Management	Ability to ingest attachments from an external party and place in quarantine to be scanned for viruses before being ingested and accessed by users	O		
NF23	Non-Functional	Data Integrity	Ability to designate fields for which data is required to be entered	O		
NF24	Non-Functional	Data Integrity	Ability to define required relationships between screen-form data fields (including but not limited to if data is entered in one field, data must exist or be entered in the related field)	C		Configured through Form Validation.
NF25	Non-Functional	Data Integrity	Ability to be to retain inactive code values in reference tables so as to maintain referential integrity with individual case records	O		
NF26	Non-Functional	Data Integrity	Ability to support scanning of files for viruses and malware prior to adding a file to a the system case record	O		
NF27	Non-Functional	Data Integrity	Ability to update code tables and lists optionally without impacting current case records	O		
NF28	Non-Functional	Data Integrity	Ability to run Ad Hoc reports and user defined queries utilizing all of the available fields that make up a case or party record	O		Reports and searches can utilize nearly any combination of data fields tracked in the system, including fields on case and party records.
NF29	Non-Functional	Data Integrity	Ability to save commonly utilized queries / searches	C		Commonly utilized queries/searches can be saved by users as Saved Searches.
NF30	Non-Functional	Data Integrity	Ability to bulk upload data	O		
NF31	Non-Functional	Data Integrity	Ability to consolidate data at external data sources (including but not limited to external warehouse, etc.)	O		
NF32	Non-Functional	Data Integrity	Ability to be notified of updates of code tables by Global Administrator or Jurisdiction Administrator that may be applied to a Case Record	O		
NF33	Non-Functional	Data Integrity	Ability to apply configurable data entry validation functions (including but not limited to drop down lists, mandatory fields, data masks, etc.)	C		Configured at the Form or Entity level.
NF34	Non-Functional	Data Integrity	Ability to apply configurable data entry validation functions based on case type (including but not limited to adult, juvenile, etc.)	C		Configured at the Form or Entity level.
NF35	Non-Functional	Data Integrity	Ability to hash video files to maintain file integrity	O		
NF36	Non-Functional	Data Integrity	Ability to validate data against internal/external sources and flag inconsistencies	C		Calls to external systems can be configured into Forms.
NF37	Non-Functional	Data Integrity	Ability to create and edit templates	O		
NF38	Non-Functional	Document Management	Ability to associate specific fields in the system database with corresponding fields in the system form templates	O		The system provides access to all default fields. Additional 'template fields' can be configured to streamline processes.
NF39	Non-Functional	Document Management	Ability to create and edit a set of form that meet necessary rules and regulations incorporated into the system	O		
NF40	Non-Functional	Document Management	Ability to store documents related to a case with links between the system metadata and individual documents	O		
NF41	Non-Functional	Document Management	Ability to open and view contents of a zip file within the system	N		Zip files must be downloaded to access the contained files. In the case of eDiscovery, zip files can be created for disclosure and eProsecutor can list/display the documents that have been included in that packet.
NF42	Non-Functional	Document Management	Ability to integrate with Document Management Systems to allow the intake, tracking, managing, and storing of the system generated documents	3		An interface would be required; collaboration with the third party, OCDA and JTI is necessary.
NF43	Non-Functional	Document Management	Ability to annotate scanned images determining if the annotations will be a part of the case record or not	O		
NF44	Non-Functional	Document Management	Ability to retain redacted copies of documents	O		
NF45	Non-Functional	Document Management	Ability to electronically file mark document (including but not limited to image or icon that is in the background of a document generally akin to an official seal versus a file stamp generally utilized for certification, dates and times, etc.)	O		
NF46	Non-Functional	Integration	Ability to click a link on a the system screen (including but not limited to docket) to view document(s) corresponding to the selected data	O		
NF47	Non-Functional	Document Management	Ability to view all images and documents associated with a case record with the ability to print locally	O		
NF48	Non-Functional	Document Management	Ability to print all images and documents associated with case records	O		System provides a Bulk print facility which allows a user to select All, or some documents to print.
NF49	Non-Functional	Document Management	Ability to produce certified copies with corresponding fee assessments and certification stamps	C		eProsecutor has the ability to stamp documents.
NF50	Non-Functional	Document Management	Ability to scan documents relating to an entry on the case (including but not limited to motion event is added and the user can scan the motion directly connected to the event)	O		
NF51	Non-Functional	Document Management	Ability to print multiple documents in a single request (including but not limited to all documents for a case, all documents related to a party)	O		
NF52	Non-Functional	Document Management	Ability to generate multiple documents to attached to the case records of multiple cases in a single transaction (including but not limited to creation of multiple change notices associated with bulk change of court calendar)	C		Using the built-in Workflow engine, multiple documents can be generated and attached to the relevant case.
NF53	Non-Functional	Document Management	Ability to manually add documents to the case record (i.e. documents not eFiled) by file upload or scanning	O		
NF54	Non-Functional	Document Management	Ability to apply a file stamp or file mark (with configurable content) to documents added to the case record	O		Stamps must be uploaded to the system.
NF55	Non-Functional	Document Management	Ability to perform key word searches on documents images attached to case records	O		
NF56	Non-Functional	Document Management	Ability to access a repository within the system of approved, pre-developed forms for authorized users to utilize	O		Available through the built-in Document Management System.
NF57	Non-Functional	Document Management	Ability to select a pre-developed form for editing to become a court order	C		Document templates are created using Microsoft Word; eProsecutor's Word ribbon tool bar's Fillpoints feature allows the selection of template fields that can pull specific information from the case. These template fields can pull everything from simple case data to calling business rules for performing advanced calculations.
NF58	Non-Functional	Document Management	Ability to prevent edits to a specific instance of an order from changing the master version of the pre-developed form	O		
NF59	Non-Functional	Document Management	Ability to store large volume of digital evidence for extensive period of time for reasonable cost	O		

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County of Orange, Office of the District Attorney (OCDA)
Request for Proposal
Non-Functional Requirements - Response Template

Req. ID	Level 0 Capability	Level 1 Capability	Requirement	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
NF80	Non-Functional	Document Management	Ability to upload multiple files to multiple cases at one time	O		
NF81	Non-Functional	Document Management	Ability to track all actions and activities taken on documents	G		Register of actions can be configured based on agency specifications.
NF82	Non-Functional	Document Management	Ability to track movement of documents within and outside of the solution (who created the document, who opened the document, etc.)	O		The system automatically records actions performed within the system. Actions outside of the system must be recorded manually.
NF83	Non-Functional	Document Management	Ability to associate a file with multiple cases and store only once	O		Joined cases can view all documents on one folder view.
NF84	Non-Functional	Document Management	Ability to scan documents in bulk to a case	O		
NF85	Non-Functional	Document Management	Ability to scan documents to a case or cases using bar codes to route the document to the appropriate case	O		
NF86	Non-Functional	Document Management	Ability to scan directly into a case	O		
NF87	Non-Functional	Document Management	Ability to categorize a document type (e.g. offense report, affidavit, medical records, etc.) and automatically categorize ingested documents (via scanning, email, or integration) based on defined characteristics (e.g. layout, bar code, OCR document title)	G		Document grouping is possible based on agency specifications.
NF88	Non-Functional	Document Management	Ability to support automated redaction based on business rules, document patterns and create a re-redacted copy and maintain original document	N		While eProsecutor supports manual redaction, seach and redact, and redact an entire page it does not support automated redaction via business rules.
NF89	Non-Functional	Document Management	Ability to apply electronic signature using a pin	O		Signatures will be connected to directory records; document viewer will enable users to stamp documents with their signature stamp.
NF70	Non-Functional	Document Management	Ability to configure documents to be generated by case type (such as pre-trial motions)	O		
NF71	Non-Functional	Document Management	Ability to change / configure retention time frames	C		Retention rules and processes can be configured based on your agency requirements utilizing eProsecutor's workflow and business rule engines.
NF72	Non-Functional	Document Management	Ability to archive files that are still accessible	O		
NF73	Non-Functional	Environment	Ability to provide access to multiple environments (including but not limited to Prod, Test, Dev, QA, Training, etc.) that mirror the production environment's services and interfaces. Describe your proposed environments and what they will be used for, including the environment where Training and Testing would occur and how the multi-jurisdiction characteristics of the system impact this architecture.	O		The project will utilize four distinct environments: Development, Testing, Production, and Training. Development Environment: This environment is dedicated to the configuration team for building and customizing the system according to project requirements. Testing Environment: The core team will use this environment to validate the configurations and ensure that all functionalities meet the expected standards. Production Environment: This will be the live system available shortly before go-live and will serve as the final operational environment once the system is deployed. Training Environment: This environment will be specifically used for training administrators and end users, ensuring they are well-prepared for system operation without impacting live data.
NF74	Non-Functional	Environment	Ability for the non-production environments to include reliable, current configuration matching the production environment	C		Achved through our Configuration Management tool. This tool identifies differences between environments and provides a simple method to migration configuration from one environment to another.
NF75	Non-Functional	Environment	Ability for the test environment to include current infrastructure patch levels to successfully test integrations against new the system features	O		
NF76	Non-Functional	Expunctions and Redactions	Ability to expunge (not available to public, but still exists for internal view) and redact (data is hidden but the original still exists for internal review) in its entirety preventing future access of the case while still maintaining the record in the database for auditing and statistical purposes	G		case visibility based on expungement statuses can be based on agency specifications.
NF77	Non-Functional	Expunctions and Redactions	Ability to purge records	O		
NF78	Non-Functional	Expunctions and Redactions	Ability to bulk purge records	O		
NF79	Non-Functional	Expunctions and Redactions	Ability to mark records as privileged, searchable but not accessible, not visible at all	O		
NF80	Non-Functional	Expunctions and Redactions	Ability to redact audit log files for expunged cases	C		A business rules can be configured to remove audit log records for expunged cases.
NF81	Non-Functional	Expunctions and Redactions	Ability to perform global redactions based on court order/user request	N		While eProsecutor supports manual redaction, seach and redact, and redact an entire page it does not support global redaction.
NF82	Non-Functional	Expunctions and Redactions	Ability to support redacting any field from UI through configuration and role- based security	O		
NF83	Non-Functional	Integration	Ability to share data and standard formats to a published open data portal (including but not limited to internally share, external parties, groups, organizations, etc.)	O		
NF84	Non-Functional	Integration	Ability to exchange files through SFTP	C		Configured through our workflow engine and Business Rules.
NF85	Non-Functional	Integration	Ability to pull and update information from Justice Partners (including but not limited to eDefender, Vision, etc.)	O		
NF86	Non-Functional	Integration	Ability to support SOAP protocols for exchanging information via web services	O		
NF87	Non-Functional	Integration	Ability to support REST and/or JSON styles for exchanging via web services	O		
NF88	Non-Functional	Integration	Ability to support PCDeck for exchanges of a fix record length	C		Configured through our workflow engine and Business Rules.
NF89	Non-Functional	Integration	Ability to integrate with Court system to access data (i.e. eFile e-mail address, and atty status; daily import of flat file; automated integration). In the comments, please describe integration capabilities anticipated	G		**Integration capability overview** Our platform offers comprehensive integration capabilities designed to facilitate seamless data exchange between our solution and various third-party systems. This flexibility ensures that our clients can enhance operational efficiencies, leverage their existing IT investments and work in unison with partner agencies. **Solution management: Justice partner integrations** Built on the eSeries configurable metadata layer, our API layer provides real-time access to all tables and fields, including those added by clients. This allows system administrators to rapidly implement and test changes, significantly reducing the time required for new API functions. Our platform supports full CRUD (Create, Read, Update, Delete) operations for all entities within the system. In addition to simple CRUD operations, the API layer supports the running a custom business rules ensure your integration can support any manner of business logic. **Key integration features** Configurable and Extensible API Layer: Our API layer, built on eSeries configurable metadata layer, supports bespoke data interchanges through REST API calls. This enables full CRUD operations on entities and the execution of business rules defined within the platform. **Workflow Automation:** eSeries workflow engine can trigger information exchanges based on specific conditions, such as case dispositions or court events. These triggers ensure that data exchanges occur automatically under the defined circumstances, enhancing efficiency and reducing manual intervention. **Standardized Communication Protocols:** Our platform supports both SOAP and RESTful services, allowing third-party systems to communicate with eSeries using XML, JSON, or NIEM formats. This eliminates the need for third-party systems to understand the Java backend, ensuring smooth and secure data exchanges. **Justice Partner Connect:** Our platform facilitates inter-agency cooperation through Justice Partner Connect, allowing different agencies running eSeries-based solutions to search, view case information, and download documents from a partner agency also running eSeries. **Out-of-the-box Integrations**
NF90	Non-Functional	Integration	Ability to integrate with justice partners (including but not limited to Law Enforcement Agency records management systems) to access data (including but not limited to defendant information, arrest reports, custody status, etc.). In the comments, please describe integration capabilities anticipated	C		See NF89 above.
NF91	Non-Functional	Integration	Ability to integrate with non-justice partners or other County systems	O		
NF92	Non-Functional	Integration	Ability to integrate with the various law enforcement agency subpoena solutions in the County	O		
NF93	Non-Functional	Integration	Ability to integrate with eDefender to quickly share discovery information with defense counsel	O		
NF94	Non-Functional	Integration	Ability to log the execution and timing of all interface transactions and data exchanges	O		
NF95	Non-Functional	Integration	Ability to log integration errors	O		
NF96	Non-Functional	Integration	Ability to correct data integration errors based on logs	O		Interface logs allow authorized users to see and correct data integration errors.
NF97	Non-Functional	Integration	Ability to reprocess data message and confirm correction of errors	O		
NF98	Non-Functional	Integration	Ability to automate and monitor for API errors (outbound or inbound)	C		Interface error tracking can be configured based on agency specifications.
NF99	Non-Functional	Integration	Ability to integrate with asynchronous or synchronous methods as applicable and provide visibility to API/transaction status to identify problems (including but not limited to HTTP, REST, etc.)	O		
NF100	Non-Functional	Integration	Ability to integrate with internal and external justice partners, including but not limited to the following justice partners: Law Enforcement, Sheriff's Dept., Probation, Superior Court, Public Defender, ILJAOC, Crime Lab, Court of Appeals, Dept. of Justice, Bar Association, State Compensation Board, Cal State Dept. of Justice, Defense Attorneys, OCDA Investigation Bureau, OCDA DNA Program, OCDA Digital Evidence Program, Victim Services / Restitution, Attorney General's Office	O		
NF101	Non-Functional	Integration	Ability to integrate with justice partners and other authorized agencies to send case data through a secure mechanism (including but not limited to party information, case type, offense codes, documents)	O		
NF102	Non-Functional	Integration	Ability to conform to National Information Exchange Model	O		
NF103	Non-Functional	Integration	Ability to integrate with external calendars such as Outlook	O		eProsecutor can export events to user Outlook calendars.
NF104	Non-Functional	Integration	Ability to support real time updates of case information from external sources, such as: custody status, case disposition, court register of actions entries, discovery uploads	O		
NF105	Non-Functional	Maintain Security Access to Prosecution Records	Ability to maintain (including but not limited to add, modify, disable) user profiles with designated system roles	O		

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County of Orange, Office of the District Attorney (OCDA)
Request for Proposal
Non-Functional Requirements - Response Template

Req. ID	Level 0 Capability	Level 1 Capability	Requirement	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, I, or F)
NF106	Non-Functional	Maintain Security Access to Prosecution Records	Ability to maintain history of permissions/roles granted to users	G		Register of actions can be configured based on agency specifications.
NF107	Non-Functional	Maintain Security Access to Prosecution Records	Ability to determine access to system records (including but not limited to case/party) based on user/roles	O		
NF108	Non-Functional	Maintain Security Access to Prosecution Records	Ability to determine access to specific fields and screens within a case record or party record based on user/roles	O		
NF109	Non-Functional	Maintain Security Access to Prosecution Records	Ability to determine access to view or modify documents based on user/roles	O		
NF110	Non-Functional	Maintain Security Access to Prosecution Records	Ability to determine access levels of users to perform actions (including but not limited to add, update, delete, inquiry) to a case or party record based on user/roles	O		
NF111	Non-Functional	Maintain Security Access to Prosecution Records	Ability to run audit reports on user(s) access of records for a time period	O		Through a configured search.
NF112	Non-Functional	Maintain Security Access to Prosecution Records	Ability to run audit reports against non-repudiated logs	O		
NF113	Non-Functional	Maintain Security Access to Prosecution Records	Ability to track information that can be reported on user activity (including but not limited to case updates, other reports run, data access, requests, etc.)	O		
NF114	Non-Functional	Maintain Security Access to Prosecution Records	Ability to configure reports (including but not limited to limit the reported information into a date range, etc.)	O		
NF115	Non-Functional	Maintain Security Access to Prosecution Records	Ability to configure reports to automatically run and be added to a predefined location	O		
NF116	Non-Functional	Maintain Security Access to Prosecution Records	Ability to distinguish the level of access an individual must have in order to access a document	O		
NF117	Non-Functional	Maintain Security Access to Prosecution Records	Ability to assign one or multiple administrative authorizations to each user role (e.g., Individual, Manager, Administrator)	O		
NF118	Non-Functional	Maintain Security Access to Prosecution Records	Ability to define security profiles either for roles or individuals (including but not limited to Manager can review all documents in their queue while support staff can only view documents assigned to their queue.)	G		Security Roles and Workflow Roles are configureable in eProsecutor.
NF119	Non-Functional	Maintain Security Access to Prosecution Records	Ability to assign an individual user to multiple security profiles	O		
NF120	Non-Functional	Maintain Security Access to Prosecution Records	Ability to allow a user to have elevated security rights for a single case record (including but not limited to Special Prosecution team can see all data and documents on specific case types; while others only can see limited data)	O		
NF121	Non-Functional	Maintain Security Access to Prosecution Records	Ability to establish a hierarchy for security profiles	O		
NF122	Non-Functional	Maintain Security Access to Prosecution Records	Ability to perform security and solution functions only for a local user base (including but not limited to victim's advocacy, sexually violent crimes, etc.)	O		
NF123	Non-Functional	Maintain Security Access to Prosecution Records	Ability to alter the security of an individual content item (including but not limited to document, case, etc.)	O		
NF124	Non-Functional	Maintain Security Access to Prosecution Records	Ability to alter the security of a content group or aggregation as a unit	O		
NF125	Non-Functional	Maintain Security Access to Prosecution Records	Ability to apply security controls to individual documents	O		
NF126	Non-Functional	Maintain Security Access to Prosecution Records	Ability to apply security controls to individual case records	O		
NF127	Non-Functional	Maintain Security Access to Prosecution Records	Ability for case records to be automatically assigned security controls based on predetermine business rules (including but not limited to case type, age of defendant)	O		
NF128	Non-Functional	Maintain Security Access to Prosecution Records	Ability to maintain (including but not limited to modify, delete, add) document access authorization	O		
NF129	Non-Functional	Maintain Security Access to Prosecution Records	Ability for a document to be scanned into the system with a user's pre-determined security group	O		
NF130	Non-Functional	Maintain Security Access to Prosecution Records	Ability to leverage OCDA scanning hardware to allow documents to be scanned and uploaded directly into the system	O		
NF131	Non-Functional	Maintain Security Access to Prosecution Records	Ability to flag a party in the system that would create an alert if a user searched for that party	O		
NF132	Non-Functional	Maintain Security Access to Prosecution Records	Ability to support Active Directory integration and inherit rights and roles from AD	N		Once the user is authenticated based on the active directory credentials, the eCourt system's security takes over. The roles and permission levels are thus separate compared to the client's AD setup
NF133	Non-Functional	Maintain Security Access to Prosecution Records	Ability to define access to a case or elements of a case (e.g. notes or an attachment) by role, by user name, by unit	O		
NF134	Non-Functional	Maintain Statutes and Codes	Ability to add configuration to all code tables within the system	O		
NF135	Non-Functional	Maintain Statutes and Codes	Ability to modify configuration to all code tables within the system	O		
NF136	Non-Functional	Maintain Statutes and Codes	Ability to enter the reason for configuration modifications	O		
NF137	Non-Functional	Maintain Statutes and Codes	Ability to disable configuration to all code tables within the system	O		
NF138	Non-Functional	Maintain Statutes and Codes	Ability to assign a date range for which a given code value is to be in effect in the system	O		
NF139	Non-Functional	Maintain Statutes and Codes	Ability for configuration codes to automatically begin and discontinue based on configured dates	O		
NF140	Non-Functional	Maintain Statutes and Codes	Ability to designate roles/users to maintain (including but not limited to add, modify, or disable) configuration for their specific office	O		
NF141	Non-Functional	Maintain Statutes and Codes	Ability to determine what tables a role/user is able to maintain (including but not limited to add, modify, or disable)	N		Administrative user access can grant access to the metadata table/entities and data fields. If access is allowed to the metadata, specific tables cannot be excluded or granted individually.
NF142	Non-Functional	Maintain Statutes and Codes	Ability to determine which actions a role/user may conduct within a code table (including but not limited to view, add, modify, or disable)	O		

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Non-Functional Requirements - Response Template

Req. ID	Level 0 Capability	Level 1 Capability	Requirement	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
NF143	Non-Functional	Maintain Statutes and Codes	Ability to configure automated responses that display to the user explaining why an action cannot be performed (including but not limited to notify a user why a fee cannot be added to the case)	G		Available through Form validation in most areas of the system.
NF144	Non-Functional	Maintain Statutes and Codes	Ability to define and maintain bail schedule associated with a code	O		Fines, Bails, and Sentencing Guidelines can be added to statutes.
NF145	Non-Functional	Maintain Statutes and Codes	Ability to define and maintain punishment range associated with a code	O		Fines, Bails, and Sentencing Guidelines can be added to statutes.
NF146	Non-Functional	Maintain Statutes and Codes	Ability to define and maintain one or more charging language paragraphs for a code and be able to apply an effective date	O		One charging language can be defined per statute. The statute has an effective from/to date
NF147	Non-Functional	Maintain Statutes and Codes	Ability to define multiple configurable offense code charge categories	O		
NF148	Non-Functional	Maintainability	Ability for the vendor to provide support via remote access, through a VPN connection (or other means of secure remote access)	G		We utilize numerous remote diagnostic tools to assist in solving support cases. GoToMeeting and Bomgar screen sharing tools are typically used for remote troubleshooting.
NF149	Non-Functional	Maintainability	Ability to maintain the system configuration parameters without the need for support from the system vendor and without the need to modify the system code (where practical). In the comments, please describe limitations related to establishment of such capabilities	G		Your eSeries system administrators can maintain your eProsecutor configuration parameters using built-in system tools, without the need for intervention from Journal support staff.
NF150	Non-Functional	Maintainability	Ability to support upgrade capabilities that allows the vendor to upgrade to the latest version of the vendor's product without requiring OCDA reconfigure the system. Please include in the comments how you plan to support this requirement.	O		The eSeries framework allow for upgrades without requiring changes to the system configuration.
NF151	Non-Functional	Manageability	Ability to maintain a person record (including but not limited to defendant, witnesses, attorneys, victim's, law enforcement, etc.) where all transactions and activities related to the person record are tracked and associated with that person	O		
NF152	Non-Functional	Manageability	Ability to support person record matching when adding a new person record to minimize duplicate records	O		
NF153	Non-Functional	Manageability	Ability to combine/merge person records dictating what data is saved/replaced	O		
NF154	Non-Functional	Manageability	Ability to separate a person record into two records to address misidentification and stolen identity	O		
NF155	Non-Functional	Manageability	Ability to associate the same person record with multiple cases and multiple associations to cases (including but not limited to defendant, witness, victim, etc.)	O		
NF156	Non-Functional	Manageability	Ability to separate specialty party (including but not limited to law enforcement, investigator, attorney, etc.) information from other case participants	O		
NF157	Non-Functional	Manageability	Ability to handle the necessary file sizes for evidence (including but not limited to graphics, audio, etc.)	O		
NF158	Non-Functional	Manageability	Ability to categorize specialty parties by type (including but not limited to law enforcement, investigator, attorney, etc.) on the system screens and reports	O		
NF159	Non-Functional	Manageability	Ability to notify designated recipient(s) after a configurable number of retries related to integration with 3rd party solutions	G		A workflow can be configured to notify recipients after a specified number of retries related to integration with third-party solutions.
NF160	Non-Functional	Manageability	Ability to send notifications (including but not limited to email, text) based on configurable system (including but not limited to system usage exceeds a certain threshold). Please describe how your software supports this requirement.	O		eProsecutor has the ability to send emails based on a client's requirement.
NF161	Non-Functional	Manageability	Ability for users to set and re-set when, how often, and at what time they receive notifications	N		Users can set and reset notifications, tasks, and ticklers but cannot set frequency or specific times.
NF162	Non-Functional	Manageability	Ability to terminate a the system service (including but not limited to transaction that is degrading overall system performance)	O		The built-in workflow monitor and message queue systems allows a single workflow to be terminated if identified a degrading overall system performance.
NF163	Non-Fuactional	Manageability	Ability to migrate or sync environments (including but not limited to synchronize data from production into a training environment)	G		Data and configuration are on a single database. Configuration can be moved from one environment to another via the Configuration Management Tool. Data, because of security, cannot be moved over.
NF164	Non-Functional	Manageability	Ability for the vendor to implement new jurisdictions with baseline and local configuration to the system without impacting current jurisdictions already utilizing the solution	G		Available through our built-in configuration tools.
NF165	Non-Functional	Manageability	Ability to be to include a role of Global Administrator with rights to administer solution functions and configuration applicable to all jurisdictions	O		
NF166	Non-Functional	Manageability	Ability to define systemwide the system elements and reference table values (including but not limited to case types, offense codes, document codes, etc.)	O		
NF167	Non-Functional	Manageability	Ability to propagate a configuration across the entire system to support configuration of multiple departments simultaneously	O		
NF168	Non-Functional	Manageability	Ability to structure tiers of users to be able to self-manage configuration (including but not limited to Global Administrator, Jurisdiction Administrator). Please describe in the comments the features available to be self-managed, what role(s) can manage them	O		Security is managed by the system administrators.
NF169	Non-Functional	Manageability	Ability to be to include a role of Jurisdiction Administrator with rights to administer solution functions and configuration applicable only to a single jurisdiction	O		Security can be segregated as needed
NF170	Non-Functional	Manageability	Ability to utilize a user interface to administer tables, rules and other configuration settings within their security context.	O		
NF171	Non-Functional	Manageability	Ability to prevent jurisdiction level configuration updates from updating the systemwide baseline	O		
NF172	Non-Functional	Manageability	Ability for Jurisdiction Administrators to modify authorized components of the system baseline configuration for OCDA only	O		
NF173	Non-Functional	Manageability	Ability for any modifications of the system baseline configuration by Jurisdiction Administrators to be easily reverted back to the baseline (including but not limited to check a box to utilize systemwide baseline)	O		
NF174	Non-Functional	Manageability	Ability to account for state and jurisdiction specific holidays and weekends when calculating dates and durations	O		Requires holidays to be entered into the system.
NF175	Non-Functional	Manageability	Ability to define a jurisdiction-specific calendar	O		
NF176	Non-Functional	Manageability	Ability to automatically adjust the solution time for daylight savings time on all solution components	O		
NF177	Non-Functional	Manageability	Ability to notify a defined set of recipients of configuration changes	O		
NF178	Non-Functional	Manageability	Ability to provide visibility of configuration changes (including but not limited to report, screen, rights and roles, configuration, network system, etc.)	O		
NF179	Non-Functional	Manageability	Ability to import data from external data stored in a delimited data file format (including but not limited to for data migration) based on user security profiles.	O		
NF180	Non-Functional	Manageability	Ability to export data from the system in a defined file format	O		Searches can be exported in a variety of formats, including Excel, PDF, CSV. For customer file formats, a business rule would be required.
NF181	Non-Functional	Manageability	Ability to manage workflow queues with data from across the county	O		
NF182	Non-Functional	Manageability	Ability to configure workflow queues to specific users and offices/divisions	O		
NF183	Non-Functional	Performance	Ability to generate solution administration and performance reports (including but not limited to activity, inactivity, audit trails, effectiveness, reject rates, solution metrics)	G		eProsecutor supports specialty reports that are designed for a specific use and purpose. Along with a library of pre-defined searches, you can compose custom searches across all case elements in the database. The criteria for these inquiries can be based upon a range of parameters such as case type, case number, unique person identifier, statute number or charge, docket code, calendar date, event type, or date, etc. In addition eProsecutor provide full audit logging and includes default audit searching.
NF184	Non-Functional	Performance	Ability to support response times of critical functions as defined by OCDA	O		Will depend on the response times defined by OCDA and external factors such as network capacity.
NF185	Non-Functional	Recoverability	Ability to support redundancies which allow for continued solution access in the event of a solution component outage (including but not limited to clustering, replication)	O		
NF186	Non-Functional	Recoverability	Ability to support load-balancing where users are automatically redirected to a different access point for continued solution access	O		
NF187	Non-Functional	Recoverability	Ability to automatically failover to a replicated / backup solution at any time	O		
NF188	Non-Functional	Recoverability	Ability to work disconnected and then upload changes to system back up	N		eProsecutor requires an active internet connection.
NF189	Non-Functional	Recoverability	Ability to save in-process data entry during a solution outage	N		eProsecutor requires an active internet connection.
NF190	Non-Functional	Regulatory	Ability to provide a digital certificate that meets OCDA defined requirements (including but not limited to use public key infrastructure (PKI) technology, be X.509 compliant, include an image of a users electronic signature, etc., as defined in Orange County Laws and Regulations)	O		
NF191	Non-Functional	Regulatory	Ability to be compliant with all Criminal Justice Information Services (CJIS) security standards (including but not limited to digital and physical security standards)	O		
NF192	Non-Functional	Regulatory	Ability to be accessible to law enforcement agencies and other authorized users via the County's network	O		Licensee fees may apply.
NF193	Non-Functional	Regulatory	Ability to monitor and provide functionality for Federal and State mandates that OCDA must legally support	G		We are committed to supporting OCDA's compliance with Federal and State mandates. Our platform is adaptable, allowing us to implement necessary functionality as specific mandates are identified. To ensure full compliance, we would collaborate with your team to gather the required details and tailor our solution accordingly. Additional Statements of Work may apply.
NF194	Non-Functional	Reliability	Ability to utilize a Master Time Clock that utilizes Network Time Protocol (NTP) in order to ensure consistent and accurate time throughout all solution components	O		
NF195	Non-Functional	Reliability	Ability to synchronize with a central solution clock	O		
NF196	Non-Functional	Reporting	Ability to generate reports using code look-up values (including but not limited to penal codes) in effect as of the date of the event(s) included in the report	O		
NF197	Non-Functional	Reporting	Ability to access all data in the system database repository for reporting and query purposes	O		
NF198	Non-Functional	Reporting	Ability to provide a data dictionary that describes and maintains information on each data element (including but not limited to data element name and type, description of the data element, and the format of each data element) to assist with functions such as reporting	O		This is a built-in capability of the system's Entity Builder.
NF199	Non-Functional	Reporting	Ability to provide an Entity Relationship Diagram (ERD) that allows OCDA to understand the system's underlying data tables and relationships for internal use (including but not limited to report development).	O		
NF200	Non-Functional	Reporting	Ability to perform predefined and ad-hoc queries using industry standard logical operators (including but not limited to nested queries, joins, and/or, etc.)	O		
NF201	Non-Functional	Reporting	Ability to access data through Power BI or other reporting tools as defined by OCDA	O		
NF202	Non-Functional	Reporting	Ability to stand up a reporting server or data mart	O		

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Req ID	Level 0 Capability	Level 1 Capability	Requirement	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
NF203	Non-Functional	Reporting	Ability to export all data	O		
NF204	Non-Functional	Security	Ability to support HTTPS and automatically redirect requests for HTTP to HTTPS	O		
NF205	Non-Functional	Security	Ability to notify a user that their login credentials is already logged in to another instance of the system	O		
NF206	Non-Functional	Security	Ability for users to reset their login password	O		
NF207	Non-Functional	Security	Ability to create password for each user that can be reset by a Jurisdiction Administrator	O		
NF208	Non-Functional	Security	Ability for a Global Administrator to define rules that govern password format and strength (including but not limited to must be ### characters, must include combination of character types, cannot use user ID as password, cannot use own name, phone number)	O		
NF209	Non-Functional	Security	Ability for the solution to automatically validate entered passwords	O		
NF210	Non-Functional	Security	Ability to require that passwords be changed at defined intervals (including but not limited to 180 days)	O		
NF211	Non-Functional	Security	Ability for the solution to issue prompts to users to reset passwords as the time period approaches	O		
NF212	Non-Functional	Security	Ability to support federated identity access management (including but not limited to active-directory, azure, etc.) across County and Non-County (Local, State, etc.) entities	O		
NF213	Non-Functional	Security	Ability to provide multi-factor authentication	O		
NF214	Non-Functional	Security	Ability to create a unique user-id for users that does not utilize data that may change in the future (including but not limited to user e-mail, user name)	O		
NF215	Non-Functional	Security	Ability to issue an email to the user in the event a login attempt failed	O		Email is sent when an account is locked due to invalid login attempts.
NF216	Non-Functional	Security	Ability to issue a SMS alert to the user in the event a login attempt failed	G		Available through configuration with a local workflow.
NF217	Non-Functional	Security	Ability to provide users the ability to logout at any time from any screen	O		
NF218	Non-Functional	Security	Ability to automatically log a user out of the system once they close the window (including but not limited to user clicks icon "x" button on top right corner rather than specific logout function)	O		
NF219	Non-Functional	Security	Ability to utilize system rights and roles that are defined in a federated identity access management (including but not limited to active-directory, etc.)	N		eProsecutor's security model requires that roles and permissions be defined and managed within the product itself to ensure a high level of control and consistency. While federated identity access management is supported for authentication, role-based permissions are handled natively within eProsecutor to meet our security and compliance standards.
NF220	Non-Functional	Security	Ability to allow specific assigned roles to access party and/or case information	O		
NF221	Non-Functional	Security	Ability to automatically log a user out of the system after a pre-configured period of inactivity	O		
NF222	Non-Functional	Security	Ability to configure the duration of the timeout setting that ends a user's session	O		
NF223	Non-Functional	Security	Ability to remotely "terminate" a user's session	O		
NF224	Non-Functional	Security	Ability to lock users out of the system	O		
NF225	Non-Functional	Security	Ability to seal a range of cases based on specific criterion manually or electronically	G		Case sealing business rules can be created based on your specifications.
NF226	Non-Functional	Security	Ability to support sealing a case (including but not limited to complete case or partial elements of the case - to include: artifacts, photos, etc.)	O		
NF227	Non-Functional	Security	Ability to seal specific parties (including but not limited to defendant, witness, victim, etc.) where only those with specific rights and roles can view party name and record	O		
NF228	Non-Functional	Security	Ability to seal sections of a case with the necessary security level in the notes (including but not limited to confidential, private, etc.)	O		Case notes can be designated as private, office, or shareable with a specific group of users.
NF229	Non-Functional	Security	Ability to unseal a case or components of a case (including but not limited to defendant name, hearing dates, etc.)	O		
NF230	Non-Functional	Security	Ability to be FIDO2 compliant	O		
NF231	Non-Functional	Security	Ability to integrate with industry leading third-party multifactor authentication products and vendors (including but not limited to OKTA, Ping identity, Microsoft, etc.)	O		
NF232	Non-Functional	Security	Ability to conform to National Institute of Standards and Technology (NIST)	O		Journal Technologies builds our hosted solution to meet modern data security standards and best practices set forth by the US Department of Justice Criminal Justice Information Services (CJIS) Security Policy. We also reference Security Control Mapping of CJIS Security Policy Version 5.9 Requirements to NIST Special Publication 800-53 Revision 5. This mapping represents a "best fit" correlation between the CJIS Security Policy controls and NIST federal controls.
NF233	Non-Functional	Security	Ability to include measures for the detection and prevention of unauthorized access intrusion attempts, including notifying OCDA of abnormal activities (including but not limited to geolocating threats). Describe how this requirement would be met.	O		We use a series of enterprise software tools to detect and report suspicious security events. It collects data from our network security tools, authentication logs and endpoint devices. It then runs analytics on this data to correlate users, accounts, authentications, alerts, and privileges. The analysis provides insight into user behavior while searching for other known indicators of compromise. We also use a product which uses scan engines to detect assets on our network, collect information about them, and test these assets for vulnerabilities. These scan engines test vulnerabilities in multiple ways. One method is to check software version numbers, flagging out-of-date versions.
NF234	Non-Functional	Security	Ability for users to generate security reports utilizing user defined fields (including but not limited to username, timeframe, security context, etc.)	O		
NF235	Non-Functional	Security	Ability to generate reports from non-repudiated logs	O		
NF236	Non-Functional	Security	Ability to not store sensitive credentials (including but not limited to database connection information, passwords, etc.) in plain text	O		
NF237	Non-Functional	Security	Ability to define field and data element level permissions	N		Permissions cannot be applied at the field level.
NF238	Non-Functional	Security	Ability to define transaction and function level permissions	O		
NF239	Non-Functional	Security	Ability to define screen or window level permissions	O		
NF240	Non-Functional	Security	Ability to encrypt all export data files from the system with a unique key along with recovery mechanism to protect the data exports.	O		
NF241	Non-Functional	Security	Ability to log all data exports with details regarding the specific records exported	O		
NF242	Non-Functional	Security	Ability to indicate that only resources (including but not limited to investigators, victim's assistance, support staff, attorney, etc.) assigned to a case has access to the specific case seeing only information on that case based on their particular rights and roles	G		Case access can be limited to the agency case assigned persons if desired.
NF243	Non-Functional	Security	Ability to encrypt data in transit and data at rest at least at TLS 1.3/ FIPS 140-2 and based on rules such as document types, sensitive data, etc.	O		Data at Rest - The database in our hosted solution is attached to an encrypted volume with a data key using the industry-standard AES-256 algorithm. Data in Transit - Journal Technologies customers are hosted in AWS GovCloud (US). The connection to Licensee's location is established using a site-to-site virtual private network (VPN) or over HTTP over TLS (HTTPS). When CJI is transmitted outside the boundary of a physically secure AWS data center, the transmission is encrypted utilizing FIPS 140-2 compliant ciphers with a symmetric cipher key strength of at least 128-bit strength.
NF244	Non-Functional	Security	Ability to apply security and access control permissions consistently on both desktop and mobile devices	O		
NF245	Non-Functional	Security	Ability to support login access trough AD credentials	O		
NF246	Non-Functional	Security	Ability to support granting access to individuals outside of Active Directory (e.g. special prosecutor)	O		
NF247	Non-Functional	Security	Support notifications of any security breach or intrusion into vendor hosted facilities	O		
NF248	Non-Functional	Security	Ability to capture hosting requirements	O		
NF249	Non-Functional	Serviceability	Ability to be hosted in a vendor-provided cloud platform	O		Journal Technologies customers are hosted in partnership with Amazon Web Services (AWS) GovCloud, a leading secure hosting provider.
NF250	Non-Functional	Serviceability	Ability to support an on-premise solution if required	O		
NF251	Non-Functional	Serviceability	Ability to be a web-based system (preferred)	O		eProsecutor is a web-based solution accessed via web browser.
NF252	Non-Functional	Serviceability	Ability to run the system on a desktop computer utilizing any commonly utilized browser (including but not limited to Chrome, Internet Explorer, Firefox, Safari, Edge - versions back to n 2)	O		
NF253	Non-Functional	Serviceability	Ability to run certain system functions on a mobile device using either an app or browser (including but not limited to calendar look-up, case information updates, victim service inquiries)	O		
NF254	Non-Functional	Serviceability	Ability to manage and push out service changes on a schedule (including but not limited to automated deployments, etc.)	O		
NF255	Non-Functional	Serviceability	Ability to be usable without requiring the deployment of end-user workstation / client-side components or workstation setting changes	O		Users only need a supported web browser and internet connection.
NF256	Non-Functional	Serviceability	Ability to not require any browser plug-ins, extensions, or add-in applets to function	O		
NF257	Non-Functional	Serviceability	Ability to set benchmarks and notifications (including but not limited to immediate workflow notification, email, etc.)	O		Yes, supported by eProsecutor's configurable work queues, time standards, business rules. Notifications are also supported extensively, including email notifications and SMS notifications via interface with a third-party SMS provider such as Twilio.
NF258	Non-Functional	Serviceability	Ability to utilize industry standard languages and tools (including but not limited to C#, C++, etc.)	O		
NF259	Non-Functional	Serviceability	Ability to integrate with all industry standard monitoring tools (including but not limited to tracking system outages, security vulnerabilities, SLAs, etc.)	O		
NF260	Non-Functional	Serviceability	Ability to self-monitor tool within applications	O		The 'Performance' and 'System Status' tools provide self-monitoring.
NF261	Non-Functional	Usability	Ability to utilize single and / or dual monitors while utilizing the system	O		
NF262	Non-Functional	Usability	Ability for a user to concurrently open multiple system windows	O		
NF263	Non-Functional	Usability	Ability to process multiple functions concurrently with the same login credentials	O		
NF264	Non-Functional	Usability	Ability to support multiple input methods based on user device and preference (including but not limited to mouse, keyboard, touchscreen)	O		Apart from standard keyboard/mouse controls, eProsecutor is touchscreen-responsive.
NF265	Non-Functional	Usability	Ability to have online help functions assisting users with standard solution usage and functionality	O		
NF266	Non-Functional	Usability	Ability to apply a configurable Bates stamp which includes a sequential number that is unique within a case/defendant to selected documents	O		
NF267	Non-Functional	Usability	Ability for the solution to associate jurisdictional definitions when a user hovers over specific text or areas on a screen	O		
NF268	Non-Functional	Usability	Ability to inform users of "What's New" (revisions, additions, deletions) when accessing documentation that has been updated	F		Being investigated for a future release.

County of Orange, Office of the District Attorney (OCDA)
Request for Proposal
Non-Functional Requirements - Response Template

Req ID	Level 0 Capability	Level 1 Capability	Requirement	Vendor Response	Comment Required	Vendor Comment (Required when response is either G, C, 3, or F)
NF269	Non-Functional	Usability	Ability for a user to use a type-ahead feature for drop-down lists (including but not limited to user enters "te" and cursor jumps to drop-down list values starting with "te")	O		
NF270	Non-Functional	Usability	Ability to conduct complex search "and / or" , "and / and" , etc	N		Our customers have found that searches that provide 'and' and 'not' criteria are quite sufficient for their needs, so by default, the eProsecutor search capabilities cover 'and' and 'not' searches. When a user selects or enters a data element in more than one search criteria field, the search assumes this is an "and" search [e.g.: case type = BLA and filing date between mm/dd/yyyy and mm/dd/yyyy]. The user can also select multiple values [e.g.: case type = BLA, LDA, WPA ... this will exclude all the others ...) and can use other criteria (e.g.: equals, not equals, contains, not contains, blank, not blank, > or equal, etc.) that gives expanded capabilities beyond standard boolean. eProsecutor searches do not provide an 'or' function, but eProsecutor reports (which use SSRS, Crystal Reports or Jasper iReports) can provide this feature.
NF271	Non-Functional	Usability	Ability for a user to perform searches using individual or multiple fields (including but not limited to case number (full or partial), attorney, party names)	O		
NF272	Non-Functional	Usability	Ability to use wild cards and designate whether partial matches are acceptable or not	O		
NF273	Non-Functional	Usability	Ability to search the system data and documents using keywords, wild cards, and Boolean operands (and, or, not)	O		
NF274	Non-Functional	Usability	Ability for a user to sort search results	O		
NF275	Non-Functional	Usability	Ability for a user to initiate a subsequent search on the search results set	O		
NF276	Non-Functional	Usability	Ability for a user to abort a search	O		
NF277	Non-Functional	Usability	Ability to use standard word processing capabilities (including but not limited to word wrap, spell check, backspace, delete, undo, insert, overtype) in free-form text fields	O		
NF278	Non-Functional	Usability	Ability to pre-populate information from integrated justice partners (including but not limited to booking data, courts, etc.)	O		
NF279	Non-Functional	Usability	Ability to highlight fields which must be completed and prevent users from proceeding to the next screen until valid information is entered	O		
NF280	Non-Functional	Usability	Ability to sort documents based on user defined criterion	O		
NF281	Non-Functional	Usability	Ability to automatically display additional fields based on entered data (including but not limited to the next line for additional data is displayed when one line is filled in or when a user selects an option from a list)	O		Available through the Form Builder module.
NF282	Non-Functional	Usability	Ability to prevent errors or repetitive requests from inadvertent multiple clicks by a user	O		
NF283	Non-Functional	Usability	Ability to highlight errors (including but not limited to data entry, submission failures) and prompt user for correction	O		Available through the Form Builder module.
NF284	Non-Functional	Usability	Ability to access information via desktop, mobile, tablet, portal	O		The system and portal is accessed by a supported web browser, including the browsers on desktops/laptops, smartphones and tablets.
NF285	Non-Functional	Usability	Ability to display visual indicators to denote that a transaction is in progress	O		
NF286	Non-Functional	Usability	Ability to display visual indicators to denote that a transaction is complete	O		
NF287	Non-Functional	Usability	Ability for the solution to dynamically adapt screens to reflect the functions and features consistent with the user's rights and privileges (including but not limited to functions not authorized are either not displayed or are inaccessible)	O		Users are only presented with the system functions and data they are authorized to see under their user security profile. We use role-based security to govern this.
NF288	Non-Functional	Usability	Ability to open new windows without blocking the functions needed when that window is open (including but not limited to a document viewer window should not block the system data entry functions)	O		
NF289	Non-Functional	Usability	Ability to be to place common information in a consistent location on each screen (including but not limited to current date and time, screen name or identifier code, error messages)	O		
NF290	Non-Functional	Usability	Ability to use a single convention(s) for common data types across screens (including but not limited to date format)	O		
NF291	Non-Functional	Usability	Ability for individual users to customize or adapt the display windows to best suit their preferences and screen sizes (including but not limited to minimize or maximize menus, folder views, document sizes)	O		
NF292	Non-Functional	Usability	Ability to restore a user's display based on their previous login session	O		
NF293	Non-Functional	Usability	Ability to alert the user to a large result set with a prompt to continue or end	O		
NF294	Non-Functional	Usability	Ability to paginate search results	O		
NF295	Non-Functional	Usability	Ability to set parameters which limit searches (including but not limited to the number of hits to be displayed from a search or the length of time a search can take)	G		Available through configured searches available in the Form Builder.
NF296	Non-Functional	Usability	Ability to follow a "responsive design" approach, with screens that automatically adapt to render properly on different devices and form factors (including but not limited to desktop, laptop, tablet, smart phone)	O		Yes, our platform follows a responsive design approach, ensuring that most screens automatically adapt to render properly across different devices and form factors, including desktops, laptops, tablets, and smartphones. However, certain complex screens with a large volume or intricate types of data may not be fully optimized for smaller devices due to the nature of the information being displayed. We are continuously working to enhance the responsiveness of these screens while maintaining data clarity and usability.
NF297	Non-Functional	Usability	Ability to view and convert documents attached to a case file in a variety of file formats (including but not limited to Word, Excel, PDF, TIFF, CSV, XML, etc.)	O		Ability to generate document in various formats. Ability to convert documents to PDF. Ability to export searches to Excel, CSV, XML.
NF298	Non-Functional	Usability	Ability to optimize reporting tools (including but not limited to allow for efficient/ quick ways to access reports, separate transactional/reporting databases)	O		
NF299	Non-Functional	Usability	Ability to configure menus and toolbars that provide quick access to common and frequently used functions	O		Availble through the Navigation module.
NF300	Non-Functional	Usability	Ability to review multiple cases simultaneously on a single screen to compare key case data or information (e.g. charges, plea agreements, defendant history, etc) of the cases to assist in making determinations for a current case	O		Case records can be displayed on individual browser tabs. These can be arranged by the user to display cases side-by-side.
NF301	Non-Functional	Usability	Ability for help functions to be consistent with industry-standards for online help structures (including but not limited to contents and index, searching, "about", report a problem)	O		Help options are available on top navigation and on forms.
NF302	Non-Functional	Usability	Ability to configure jurisdiction specific screens and field level help	O		Field level help can be specified.
NF303	Non-Functional	Usability	Ability for users to customize toolbar(s) and include only those items which they want to display	O		Dashboard is editable by user.
NF304	Non-Functional	Usability	Ability to provide workflow-based metrics based on user-defined business rules to be used as Key Performance Indicators (including but not limited to measure caseload assignments for DDA, Victim's Services)	G		Searches/repons can be configured based on agency specifications.
NF305	Non-Functional	Usability	Ability to create ad-hoc queries and reports based on user-defined criteria (including but not limited to statistics of the different types of cases filed/arraigned/closed, case numbers in different time periods, case status, length of times between case activities (including but not limited to filing to arraignment, jury trial, etc.), fees collected, assessed, disbursed, exception reports, etc.)	O		Reports and searches can utilize nearly any combination of data fields tracked in the system.
NF306	Non-Functional	Usability	Ability to download ad-hoc query result sets from the system to a variety of formats (including but not limited to excel, pdf, word, csv, txt, etc.)	O		
NF307	Non-Functional	Usability	Ability to generate ad-hoc reports based for a specific resource(s) (including but not limited to all case records assigned to an individual for a time-frame)	O		
NF308	Non-Functional	Usability	Ability to produce a report that provides a summary of updated information (including but not limited to new dispositions) and includes when changes are made after the date of the original transaction.	G		Searches/reports can be configured based on agency specifications.
NF309	Non-Functional	Usability	Ability to monitor and track due dates/future requirements (including but not limited to events, hearings, disposition) of a case record	G		Available through the Time Standard feature. When incorporated with workflows and local business rules, the system can automate actions, notify users and more.
NF310	Non-Functional	Usability	Ability for the solution to display critical information for DA staff relative to the case or defendant on all system screens based on configurable parameters (e.g., use of body worn cameras, outstanding warrants, etc.)	O		Available via dedicated status fields. Screens can be configured to display statuses on various screens.
NF311	Non-Functional	Usability	Ability to query case records with pending due dates and automatically create workflow queue entries for those items to be processed (including but not limited to update case record, merge forms, schedule hearings ,etc.)	G		eProsecutor's Workflow Engine allows for the configuration of work queues based on your business needs. Manual and automated workflows can be prompted by nearly any data-driven parameters including database actions, due dates, and schedules.
NF312	Non-Functional	Usability	Ability to route tasks (including but not limited to documents, case records, case update requirements) from one workflow to a different workflow queues	G		Tasks can be manual or automatically added and assigned. Once assinged these tasks will appear on the user's Assignment Queue. These tasks can be reassigned as needed.
NF313	Non-Functional	Usability	Ability for users to submit electronic requests for approval from supervisor	O		
NF314	Non-Functional	Usability	Ability to notify the users of upcoming deadlines related to events within cases assigned (including but not limited to hearings, user created tasks, etc.)	O		Deadlines can be tracked in eProsecutor in a number of ways including, time standards, tasks, checklists, events, and tickers.
NF315	Non-Functional	Usability	Ability to manage calendars (including but not limited to all hearings related to victim's they support) in a single screen	O		
NF316	Non-Functional	Usability	Ability to include comments when routing documents or case records to different workflow queues	O		
NF317	Non-Functional	Usability	Ability to create custom query parameters that can be saved for future use	O		Yes, via our Saved Searches feature.
NF318	Non-Functional	Usability	Ability to print developed documents (including but not limited to charging documents, draft orders, plea agreements, etc.) for business partners	O		
NF319	Non-Functional	Usability	Ability to see version history to track changes made to any files from inception	O		
NF320	Non-Functional	Usability	Ability to accommodate employees with disabilities (including but not limited to hearing or vision-impaired)	G		Both eProsecutor and its public portal are developed towards and meet ADA Level AA compliance (Guideline 1.4). Additionally, we work with customers to find additional issues using the WAVE tool and fix critical issues.
NF321	Non-Functional	Usability	Ability to support voice to text functionality	O		Rich text notes fields can accept voice to text.

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Attachment E - Service Level Agreement

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This document sets forth certain requirements and specifications for Contractor's provision of support services, including support hours, contact methods, and step-by-step procedures for submitting support requests.

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JTI Support Hours

Without limiting any service levels or other Contractor obligations under this Attachment E (Service Level Agreement) or the Contract, Contractor will provide Support from 5:00 a.m. to 7:00 p.m. Mountain Time, Monday through Friday, except for U.S. federal holidays. If a critical situation occurs outside of normal Support hours, Support can be reached 24/7 via an emergency extension.

Transitioning to Support

Before go-live, County's Application Administrators will be introduced to Contractor's Support Team. After Go Live, JTI's Implementation Team will be responsible for supporting the new system, addressing issues that arise, monitor system performance, make adjustments as necessary, and support County as needed through the Stabilization Phase. If a critical situation occurs outside of normal Support hours, Support can be reached 24/7 via an emergency extension.

The Stabilization Phase will continue through Final Acceptance as set forth in Attachment B.2 (Implementation Services Milestones and Deliverables). Upon completion of this phase, a formal Support Transition Meeting will be held between the JTI Implementation Team, JTI Support Team, and County. While the JTI Support Team will have already met with County during its implementation, this meeting serves as the official hand-off, including formal introductions, clarification of support procedures, and the exchange of important information. This ensures a smooth transition and establishes a clear understanding of how County will interact with JTI Support moving forward.

County will designate Application Administrators (not more than five concurrently except as otherwise agreed) for its receipt of Support pursuant to Section 3 (Maintenance and Support) of Attachment A.3 (Maintenance and Support Terms).

During implementation, County's Application Administrators will have been trained in the administration and functionality of the Licensed Software. County will be responsible for providing comparable training to new personnel prior to becoming designated Application Administrators.

JTI Support Contact Information

County's authorized Application Administrator(s) may contact Contractor's Support staff via toll-free phone, email, or online Support portal. From the Support portal, Application Administrators can create Support cases, view, and update active cases, upload files, and view previously closed cases.

Contractor recommends reporting issues us via telephone for any critical or urgent issues, as Support Portal or email requests may be delayed in initial response time.

When a new Support request is received, Contractor will acknowledge receipt of County's request, including a case ID for tracking purposes. This will be available to County's Application Administrators in the Support Portal.

Submitting a Support Request

- **Incidents:** Can be reported by an authorized Application Administrator via:
  - Phone
  - Email

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- Support Portal

(Critical/High issues should always be phoned in for faster response.)

- **Non-Incident Requests:** Should be submitted through the **Support Portal** or **Email** to allow tracking and prioritization.
- **Escalations:** If an issue requires urgent attention, County can escalate through its designated Support Manager.
- **Feature Requests:** Licensed Software Enhancements and new feature requests can be submitted by County's Application Administrators through the Support team. They are evaluated by JTI's Product Team and, if selected, the feature is made available in a future Revision.
- **Configuration Requests:** Configuration enhancements and new configuration requests (in each case, except as needed for Contractor to provide the Services pursuant to the Specifications) fall outside the scope of Support as defined in the Contract and require a Work Order. These requests may be submitted by County's Application Administrators through the Support team.

Support Portal link: https://jtieseries.zendesk.com/

Self-Service Resources

To expedite resolution and empower users, JTI will provide the following self-service options at no cost to County throughout the Term:

- **Support Portal:** A centralized location to submit cases, track requests, and access documentation.
- **Knowledge Base:** Self-service articles on common topics, troubleshooting steps, and best practices.
- **Release Notes**: A detailed, up-to-date record of enhancements, fixes, and new features for each software release, ensuring transparency and easy access for Application Administrators.
- **Community Discussion Forum:** Connect with other eSeries users to share insights and best practices. Gain valuable perspectives and solutions from peers and Contractor's team.

Phone and Email Contact Information:

Products	Phone	Email
eCourt	(877) 364-0120	eCourt-support@journaltech.com
eProsecutor, eDefender, eAttorney	(877) 364-0121	eLitigation-support@journaltech.com
eProsecutor Online	(877) 364-0125 (Outages Only)	ePros-Online@journaltech.com

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eSupervision, eProbation, eDiversion, ePretrial Support	(877) 364-0122	eProbation-support@journaltech.com eSupervision-support@journaltech.com eDiversion-support@journaltech.com ePretrial-support@journaltech.com
Cloud Support, eDelivery, eFiling, ePayIt, eDMV	(877) 364-0120	cloud-support@journaltech.com eFiling-support@journaltech.com eDelivery-support@journaltech.com
ePayit Credit Card Reader	(877) 364-0120	ePayit-cardreader-upport@journaltech.com

Understanding Incident vs. Non-Incident Support

What is an Incident?

An "**Incident**" is a failure or malfunction of the Licensed Software that disrupts functionality, that prevents users from operating the Licensed Software as warranted in the Contract, or that otherwise causes the Licensed Software to not function pursuant to the Specifications. These include Licensed Software technical failures, service outages, and errors.

What is a Non-Incident (How-To) Request?

A "**Non-Incident Support Issue**" refers to County inquiries that do not involve Incidents or suspected Incidents. Instead, these issues typically involve guidance on using standard features, configuration assistance, release inquiries, and new integration support. Examples include questions about how to use specific functions, modify settings, understand new product updates, or troubleshooting third-party integration issues not caused by the Licensed Software.

Incident Response and Resolution Targets

To ensure priority response for urgent issues, Incidents are handled under specific **Incident Response Targets**, and pursuant to specific **Resolution Targets**, while non-incident requests are addressed as time allows. Response Targets are based on an Incident's priority level. Priority levels will be mutually determined by JTI and County, working collaboratively in good faith and following the criteria defined below, provided that any inability to determine the appropriate priority level may be escalated pursuant to Section 20(i) (Initial Resolution by Meeting) of the Contract:

Priority Level	Definition	Response Goal (Phone)	Response Goal (Email/Portal)	Resolution Target

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1 – Critical - Product Failure/Loss of Service:	The Incident involves one or more of the following: (1) System Failure/Loss of Service: - Complete application failure or system unavailability. (2) System-wide outage affecting multiple essential functions preventing the use of the Licensed Software. (3) A work stoppage or material degradation in operations affecting multiple primary business processes or two hundred fifty (250) or more County users, with no reasonable workaround available. (4) An immediate risk to the security or integrity of the System, including immediate issues causing widespread loss or corruption of data.	Immediate	4 business hours	ASAP, with continuous ongoing communication with County, and with resolution or a County-approved workaround prior to the start of the following day's Core Business Hours.
2 – High - Non-critical System failures:	The Incident involves one or more of the following: (1) A fault that causes the Licensed Software to not operate as warranted for a primary business process or a specific group of users, but it remains usable with a high level of difficulty. (2) Repeated, consistent failure of essential functionality for multiple users. (3) Response time degradation on non-critical Licensed Software components. (4) Loss or corruption of data that does not qualify as a Priority Level 1 issue.	Immediate	4 business hours	ASAP, with ongoing communication with County, and with resolution or a County-approved workaround within five (5) business days
3 – Medium Non-critical System issues	Usable with a moderate level of difficulty. This includes incidents affecting only one user OR incidents with an existing workaround.	Immediate	8 business hours	Within a future release, upon verification of steps to reproduce issue

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4 - Low	A minor fault with no disruption to business activity. This category includes "Incidents" relating to cosmetic defects, and minor functionality failures.	Immediate	16 business hours	Within a future release, upon verification of steps to reproduce issue

◆ For Critical and High issues, Contractor recommends calling for faster response times.

📌 Escalation: If an Incident is not resolved within the expected timeframe, County may choose to escalate through County's designated JTI Support Manager or Sr. Support Manager. County will have contacts for these personnel (as well as a contact for a JTI executive) and can contact them in the event County reasonably believes such escalation is necessary; while such escalation contacts are intended to ensure visibility and communication for critical issues, they do not replace or supersede the standard Support process, which remains the pathway through which incidents are triaged and resolved.

SLA Review Meetings. Upon County's reasonable request, JTI will meet with County to review JTI's reported downtime (as detailed in the "Hosting Services" section below) and/or JTI's SLA performance generally, and to discuss any disputes or concerns regarding the same.

Non-Incident (How-To) Support Targets

Category	Definition	Response Goal (Phone)	Response Goal (Email/Portal)	Resolution Goal
General How-To, Request for Information	Usage questions related to standard features and configurations.	1 business day	2 business days	Best effort, as resources allow
Configuration Assistance	Help with understanding how to modify or configure workflows, templates, and settings within the Licensed Software's built-in capabilities.	1 business day	2 business days	Resolved within **60 business days** or guidance provided
Release & Update Inquiries	Requests for clarification on new features or upcoming updates.	1 business day	2 business days	Best effort, prioritized with product roadmap
Integration/Third-Party Issues	Support for external tools connected to the Licensed Software. For the avoidance of doubt, integration issues caused by the Licensed Software's failure to operate pursuant	1 business day	2 business days	Best effort, as resources allow. May involve referral to third-party vendor

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[redacted]	to the Specifications are Incidents, and are not subject to this Non-Incident Support Issue SLA.

📌 How-To requests do not follow strict resolution targets but are handled as resources allow.

JTI Troubleshooting

To assist with tickets the JTI Support team may request access to County's system to troubleshoot and resolve issues. The JTI Support team will meet and maintain (1) CJIS (Criminal Justice Information Services) requirements and standards, and (2) County requirements and standards for access to any County environments.

Support Tools

When handling cases, JTI Support may ask to work with County's Application Administrators directly via technologies such as Teams, GoTo, Slack, Zoom, or others.

When utilizing these technologies JTI, or County may request to record the session. If a session is recorded, its usage will be limited to the scope of the Support case specifically for the benefit of County and shall not be used for any other purpose. County shall not be required to consent or agree to any such recording as a prerequisite to receive any Support from Contractor.

Database Backups

If necessary for troubleshooting purposes, JTI may request a copy of County's database for local configuration testing and development work.

JTI will provide a standard script to enable County to remove Personally Identifiable Information (PII) and production data from core system fields before the database is uploaded to Contractor's servers. In connection with each request from Contractor for a copy of County's database, Contractor must notify County in writing that its script cannot guarantee the anonymization or removal of PII data in custom fields or entities created by County, and that County must review and ensure appropriate anonymization of such fields before submitting the data to Contractor. Once the initial need for the database backup has been fulfilled, JTI will permanently delete the database from Contractor's servers.

Root Cause Analysis

Upon Contractor's discovery of, or, if earlier, Contractor's receipt of a notice from County regarding: (A) any System downtime event that exceeds, or a collection of System downtime events in a thirty (30) day period that exceed in the aggregate, thirty (30) minutes (excluding scheduled maintenance/upgrades during Contractor's standard maintenance window as described in Attachment A-4 ("Hosting Services")); (B) three (3) System downtime events each exceeding five (5) minutes in any seven (7) day period (excluding scheduled maintenance/upgrades during Contractor's standard maintenance window as described in Attachment A-4 ("Hosting Services")); or (C) upon County's written request; then unless otherwise agreed to in writing by County, Contractor shall promptly, and in no event more than (2) business days following such failure, deliver to County an initial draft root cause analysis as to the cause of such failure, and within ten (10) business days of the date of the applicable failure, or such longer period of time as agreed between Contractor and County, Contractor shall provide County with a final written root cause analysis report describing in detail the cause of, and procedure for correcting, such

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failure, and providing County with reasonable evidence that such failure will not recur. The correction of any such failure shall be performed entirely at Contractor's expense except to the extent it has been determined, by mutual agreement of the Contractor and County, or through the dispute resolution procedures set forth herein, that Contractor was not a material contributing cause of such failure. Unless otherwise directed by County, and notwithstanding the pendency of any disagreement of root cause analysis as to the cause of a defect, malfunction, or difficulty, Contractor shall take prompt and reasonable steps to correct such defect, malfunction, or difficulty.

Service Level Reporting

Contractor shall be responsible for measuring and monitoring Service Level performance and shall provide County with monthly reports showing Service Level performance during the reporting period. Such monthly Service Level reports shall include a level of detail sufficient for County to verify Contractor's compliance with the applicable Service Levels, including the following:

- As to Contractor's calculation of all Service Level Credits, Contractor's monthly Service Level reports shall include the formulas used by Contractor to calculate the Service Level Credits, including the formulas used to calculate the duration of downtime events and the Service Availability percentage for the applicable month.
- As to Contractor's calculation of the Availability Service Level, Contractor shall include detail for each downtime event as to (i) the time when Contractor received the Support request from County, and (ii) the timestamp that the downtime event was resolved, provided that Contractor shall not need to report downtime events that Contractor provides County with advance notice of as set forth under the Contract and that occur during Contractor's scheduled maintenance window approved by the County.
- As to any downtime that Contractor has not included in Contractor's calculation of the Service Availability percentage, Contractor shall identify and provide documentation as to why such downtime is included in the exceptions for downtime set forth in the "Service Availability Warranty and Credits" section, below.

All monthly Service Level reports due under this Contract are due on the fifteenth (15th) business day of the month following the month for which such report relates; provided, however, that if the fifteenth (15th) business day is a weekend or County holiday, such reports shall be due on the first (1st) County business day thereafter.

Configuration Enhancements

The Licensed Software is configurable, and most changes to accommodate situations such as new legal requirements can be accomplished by County's administrators and/or IT Staff. Any changes or updates made to County's Production system must be completed in a non-production system, tested, then transferred to the production system to ensure little to no impact on case processing.

Software Updates/Maintenance

Contractor will provide software updates to County as part of Maintenance.

Contractor will promptly notify County of Maintenance availability via the Support portal, or by email. County will retain control of the timing and process of any Maintenance updates. During the implementation, County's staff will be trained by Contractor in how to complete Maintenance updates/upgrades. As part of the Services, Contractor's Support department will be available to answer County's questions in connection with Maintenance updates/upgrades.

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County's Application Administrators are responsible for thoroughly testing all system updates in a non-production environment to verify business processes are fully operational before performing a production upgrade. Upgrade procedures will be provided to County by Contractor.

Contractor provides Maintenance and Support for the Licensed Software through two major LTS (Long-Term Support) releases per year, typically in Spring and Fall. Contractor shall provide Support for the latest LTS release and the three (3) previous LTS releases. Maintenance is applied at a time determined in advance with County. County is not required to apply any Maintenance upgrades; but Support is only available to the releases described in this paragraph. Except as set forth in Section 3.2 (Support) of Attachment A.3 (Maintenance and Support Terms), if using an earlier version, County will need to apply provided Maintenance in order to receive Support.

Contractor recommends that County applies Maintenance updates in a timely manner to ensure County receives the benefit of the latest system improvements, and to avoid potential issues that may arise when upgrading from a non-recent version.

Hosting Services

JTI shall provide a secure, compliant SaaS hosting solution for the Licensed Software applications in AWS US GovCloud, ensuring adherence to FedRAMP, CJIS, and NIST standards. County can connect via Site-to-Site VPN or IP Whitelisting, with a Zero Trust model under development. Security measures that Contractor shall provide for the Hosting Services include AES-256 encryption for data at rest, FIPS 140-2 encryption for data in transit, managed threat detection, intrusion detection systems, and a Web Application Firewall (WAF) to protect against cyber threats. JTI will perform automated patch management, 24/7 monitoring, and endpoint security.

Service Availability Warranty and Credits

JTI agrees that the production environment of the Licensed Software hosted by JTI will be available 99.99% of the time ("Service Availability") in each calendar month, excluding downtime resulting from: (a) scheduled maintenance/upgrades during Contractor's standard maintenance window as described in Attachment A-4 ("Hosting Services"), and provided that Contractor will notify County at least three (3) business days' prior to any scheduled maintenance/upgrades, (b) acts or omissions of the County or its third-party providers (excluding Contractor), excluding authorized use of the Licensed Software, (d) denial of service attacks (but only as to the portions of the System that are public-facing), and (d) any force majeure events not captured by (a)-(d), above.

For purposes of this Attachment, downtime shall be deemed to include periods of time where the production environment of the Licensed Software is inaccessible or completely unusable, including circumstances where said environment is technically operational at an infrastructure level (i.e. responding to network pings) but inaccessible to County Users generally. Measurement of downtime shall begin when the production system becomes unavailable as reasonably evidenced by JTI's monitoring tools, County reports, or other applicable documentation.

Monitoring and Reporting. JTI continuously monitors the availability of its hosted environments using enterprise monitoring tools like Zabbix. JTI will notify the County promptly if JTI's monitoring tools

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detect a material performance issue or outage in the hosted production environment. Such notification will include a summary of the issue as known at the time and, if applicable, estimated resolution steps. Uptime statistics are logged and will be made available to County on a monthly basis pursuant to the "Service Level Reporting" Section above.

Service Credits. County shall be entitled to the following service level credits if Service Availability falls below the warranty set forth above in a given calendar month:

Actual Monthly Availability	Service Level Credits
Greater than 99.99%	No credit
99.99% - 99.90%	Review and remedial measures will be undertaken, including, as consistent with the "Root Cause Analysis" paragraph above, reporting to County.
99.89% - 99.50%	2% credit
99.49% - 99.00%	4% credit
98.99% - 98.50%	6% credit
98.49% - 98.00%	10% credit
97.99% - 97.50%	12% credit
97.49% - 97.00%	14% credit
96.99% - 96.50%	16% credit
96.49% - 96.00%	18% credit
95.99% - 95.50%	20% credit
Below 95.50%	25% credit

If Service Availability falls below the thresholds in the table above pursuant to Contractor's monthly SLA reports, Customer must submit a written claim within thirty (30) days following Contractor's delivery of all applicable Service Level reports for that Support Term Year pursuant to the requirements set forth under the "Service Level Reporting" section above, and Contractor will apply the applicable SLA credit amount to County's next invoice. Any credits will be calculated as a percentage of the Hosting Services fees allocable to the applicable month in which the Service Availability failure occurred, and applied against the Hosting Services fees due for the next invoice.

Consecutive Failures: If Contractor does not meet the Service Availability requirement such that County qualifies for a Service Level Credit in two (2) or more consecutive months, the Service Level Credits for the second (2nd), third (3rd), and subsequent consecutive months of SLA failures shall be increased as follows:

Second Consecutive Month: 2x the Service Level Credits set forth in the table above
Third and Subsequent Consecutive Months: 4x the Service Level Credits set forth in the table above

Contractor's failure to attain the Service Availability requirement such that County qualifies for a Service Level Credit in four (4) consecutive months shall be considered a material breach and County shall have the right to terminate the Contract for default pursuant to the applicable terms of the Contract.

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Non-Consecutive Failures: In addition, if Contractor does not meet the Service Availability requirement such that County qualifies for a Service Level Credit for any three (3) or more non-consecutive months in any calendar year, the Service Level Credits for each such month in that year shall be increased as follows:

- Third, Fourth and Fifth Months: 2x the Service Level Credits set forth in the table above
- Sixth and Subsequent Months: 4x the Service Level Credits set forth in the table above

Failures During Core System Hours: If Contractor does not meet the Service Availability requirement such that County qualifies for a Service Level Credit as calculated separately during the hours of 6:00am to 7:00pm Pacific Time, Monday through Friday, excluding County holidays (the "**Core System Hours**") for a specific month, the Service Level Credits for such month shall be increased by 2x of the Service Level Credits that would otherwise apply for such month.

Commitment to Minimize Downtime. As detailed further in Attachment A-4 ("Hosting Services") JTI maintains its cloud-hosted environment in AWS GovCloud to minimize downtime and ensure continuity of operations. Key protections include:

- **Database Backups**: Production databases are backed up every two (2) hours with fourteen (14) days of retention. Daily compute snapshots are rotated every 14 days. All backups and snapshots are encrypted at rest.
- **Disaster Recovery**: In the event of a failure, JTI restores from backups to alternate availability zones with a Recovery Point Objective (RPO) of two (2) hours or less and a Recovery Time Objective (RTO) of twenty-four (24) hours or less.
- **Continuous Monitoring & Patch Management:** JTI continuously (24x7) monitors performance and availability using enterprise monitoring tools, with automated alerts to support teams and through defined escalation paths. A cloud-native patching platform applies weekly security and infrastructure updates, with pre-patch reviews to mitigate risks.
- **Security Protections**: The hosted environment includes managed threat detection and response, endpoint protection, intrusion detection systems, and a web application firewall defending against ransomware and other cyber threats.
- **Resilient Hosting**: Applications and data are hosted in multiple AWS GovCloud availability zones, with replication across zones to safeguard against facility outages. Object storage is designed for high durability and availability
- **High Availability**: All production environments are deployed with redundant nodes to ensure continuity of operations in the event of node failure.
- **Continuous Improvement**: Contractor is committed to working with County to evaluate and implement upon mutual agreement reasonable additional measures that further reduce downtime risk.

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Draft Root Cause Analysis (RCA)
Journal Technologies, Inc.

Agency	
Incident Priority Level	
Configuration Item, if applicable	
Review Date	

Associated Records (as known and applicable)

Incident #	
Child Incident (s) #	
SNOW Remote #	
Problem #	
Change Request #	
Knowledge Base Article #	
PTASKs	

Events

Symptoms	-
Problem Investigation Activities	Preliminary Analysis: -
	Further Analysis: -
	Corrective: -
	Preventative: -

Incident Timeline

Chronology (reverse)

Duration

Date Started	Time Start	
Response Time	Time response provided to County ticket/issue/call-in	
Date Ended	Time End	
	Duration (Open – Resolved)	
Date Started	Time Start	
Date Ended	Time End	
	Duration (Open – Service Restoration)	

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RCA Report Data

Root Cause Finding
SLR Impacts
SLR– Supplier Error:
Availability SLRs Impacted: N/A
SLR Availability Duration: N/A
Corrective and Preventive Action
Corrective: -
Preventative: -

Open Action Items Remaining

Action Owner	Action	Due Date
	TBD	

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INNOVASAFE, INC.®
Intellectual Property Risk Management

IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe.
Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiary specific terms and conditions may be required.
- Modifiable Agreement is required
- Services include:
  - Complete client service
  - Fees Locked For the Initial Term
  - Physical or Electronic Deposits
  - Quarterly Deposits Included
  - No Additional Storage Fee
  - Toll Free Telephone Support (800) 239-3989

Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com

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This Software Source Code Escrow Agreement ("Agreement"), number 2738, effective as of the date signed by the Depositor ("Effective Date"), is made and entered into by InnovaSafe, Inc. ("InnovaSafe"), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Journal Technologies, Inc. successor in interest to Sustain Technologies, Inc. ("Depositor"), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

"*Beneficiary*" means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

"*Beneficiary Enrollment Form*" means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

"*Designated Beneficiary*" means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

"*Description of Escrow Deposit*" means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

"*Escrow Deposit*" or "*Deposit*" means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

"*License Agreement*" means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

"*Replacement*" means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

"*Software*" means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

"*Source Code*" means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

"*Update*" means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. DEPOSIT PROCEDURES

2.1 Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its

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release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet..

2.3 Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and

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from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4. DEPOSIT RELEASE PROCEDURES

4.1 Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2 Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has materially breached an obligation to provide maintenance or bug fixes to which Beneficiary is entitled under the License Agreement and (i) such material breach will cause Beneficiary to incur immediate and substantial injury for which money damages, or such other remedies provided by the License Agreement, would be inadequate, (ii) Beneficiary is not in breach of the terms of the License Agreement and (iii) Beneficiary has terminated the License Agreement in accordance with the terms of the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3 Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the "Contrary Instructions"); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary;

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or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of one year from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation

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to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the iuitial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2 Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other

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professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION

8.1 Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative ("Designated Representative") identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 Indemnification :

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs

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and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4 Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5 (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or it implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes

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involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. NOTICES

10.1 Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, http://www.innovasafe.com/update.html.

DEPOSITOR:

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1st. St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	~~c/o claudia_nading@dailyjournal.com~~ maryjoe.rodriguez@dailyjournal.com
Purchase Order (if applicable):	NA

INNOVASAFE, INC.

Corporate Address:	28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address:	PO Box 800256, Valencia, California 91380-0256 USA
Phone:	USA Direct: 1-800-239-3989
	International Direct: 1-661-310-1810
Facsimile:	1-661-295-5515
eMail:	clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11. MISCELLANEOUS PROVISIONS

11.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

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11.2 Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3 Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4 Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5 Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6 Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7 Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8 Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9 Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized

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hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

11.10 Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR

BY: Gerald L. Salzman

Signature

Name: Gerald L. Salzman

Title: President

Date: 7/13/10

INNOVASAFE

BY:

Signature

Name: John J. Stulman

Title: President/CEO

Date: 19 JUL 10

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EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVASAFE ACCOUNT # 2738

THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT: 28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA

The Ex. A can also be completed online at: http://www.innovasafe.com/exhibitA.html

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc...):		**Indicate hardware used to create deposit:**	
Number of Media:		**Indicate operating systems used:**	
Copies (1 or 2):		**Indicate backup command/software used:**	
Product(s) Name:		**Indicate software compression used:**	
Product Version:		**Indicate whether encryption/password protection was used:**	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☐ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ **Return OR** ☐ **Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s))** If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

☐ All or Specific Deposits (list here): _____

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EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Journal Technologies, Inc. as Depositor, on this _____ day of _____, 20 _____ (the "Agreement").

BENEFICIARY INFORMATION:

*This contact person will receive ALL deposit and update deposit notifications.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

See Ex. "C" Schedule of Fees	**Party responsible for:** Annual Deposit fee:	☐ Depositor ☐ Beneficiary	**Party responsible for:** Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	**Beneficiary**:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

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EXHIBIT BNS
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

Date: _____

See Ex. "C" Schedule of Fees	**Party responsible for:** Annual Deposit fee:	☐ Depositor ☐ Beneficiary	**Party responsible for:** Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	**Beneficiary:**
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

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Account#2738

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EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT #2738

Set Up Fee	**No Fee**	
Traditional Escrow Annual Deposit Fee*		
▪ **1st Product**	**$675**	
▪ **Additional Products** – per product	**$350**	
▪ **Included Benefits and Services**		
o 4 Free Updates/Replacements o Physical or Electronic Deposits o Deposit Notification – all parties		
Annual Beneficiary Fee	**$200**	
Dynamic Escrow Option		
▪ Annual Fee – Per Vault	**$995**	☐ **Yes** ☒ **No**
▪ Basic Report	**No Fee**	☐ **Yes** ☒ **No**
▪ Detailed Report	**$95 per report**	☐ **Yes** ☒ **No**
Optional Benefits and Services (annual fee)		
▪ Unlimited Updates	**$200**	☐ **Yes** ☒ **No**
▪ Dual Vaulting	**$200**	☐ **Yes** ☒ **No**
▪ Account Status Reports - Quarterly	**$200**	☐ **Yes** ☒ **No**
▪ Deposit Tracking - Quarterly	**$200**	☐ **Yes** ☒ **No**
▪ SafeAccess (24/7) Online Deposit History Only	**$200**	☐ **Yes** ☒ **No**
▪ FullAccess (24/7) Online Comprehensive	**$200**	☐ **Yes** ☒ **No**
▪ L1 Deposit Verification – Limited Only	**$200**	☐ **Yes** ☒ **No**
Additional Optional Services		
▪ L2 Verification – File Analysis – per check	**Quote Only**	
▪ L3 Verification – Comprehensive – per check	**Quote Only**	
Release Request Fee – per request	**$200**	

****One product deposit and one beneficiary fee will always be invoiced***

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

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EXHIBIT D
BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVASAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Journal Technologies, Inc. as Depositor, on this _____ day of _____, 20_____ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of $_____ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVASAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA

BY COMMERCIAL COURIER

INNOVASAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

1-661-295-5515

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Attachment G

Additional Modifications

I. **Onsite Activities:** JTI will provide onsite resources, at a minimum, for the following activities: (Specific dates and times will be determined based on the agreed-upon timeline and by the project teams.)
   a. Pre-Kickoff – 2 days (November 2025)
   b. Kickoff and Initial Training – 2-3 days (January 2026)
   c. Data Conversion (Iteration 2) – 2-3 days
   d. Process Workflow – 2-3 days - Walkthrough and Discussion with specific Departments/Teams
   e. User Acceptance Testing – 2-3 days
   f. Go-Live Support – 2 weeks (dates and number of resources to be discussed and agreed upon)

II. **Pre-Kickoff**
   a. During the pre-kickoff meeting JTI will provide the following information and/or documents:
      i. Resource Plan – Details on the recommended resources and level of efforts from each OCDA resource should expect to provide throughout the project life cycle
      ii. Recommendations and Best Practices – A list of recommendations and best practices for OCDA to follow in preparation for the implementation process, designed to position OCDA for successful implementation
      iii. ETL Mapping Template and Tools
      iv. Items/inventory that JTI will require throughout the implementation process with details and examples (e.g., model cases – what type of cases, data tracking needs, etc.)
      v. Provide sandbox for Race Blind Charging capability
      vi. Discuss preliminary design details for Confidential Informant functionality and any outstanding questions for OCDA
      vii. JTI will provide OCDA with a copy of the standard charging table from Los Angeles for OCDA review and determination if they would like to utilize their own charging table or utilize the standard/baseline from Journal
      viii. Workshop with OCDA to review each of the required and core optional integrations to align on scope and expectations to ensure interface cost/budgets (in totality) align and if any change order discussions needed, will occur prior to kickoff.
   b. OCDA will provide the following to JTI:

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i. Access to a database of data anticipated to be converted into JTI' systems
ii. Access to a centralized repository (e.g., SharePoint, etc.) to access and share documents
iii. OCDA will provide demonstration of integrations and expectations for the future integration for JTI to understand the scope of the integrations.

III. **Race Blind Charging (RBC)**
   a. JTI will propose configuration updates to the RBC module to address OCDA's needs regarding a two-step review/filing process.

IV. **Confidential Informants (CI)**
   a. JTI will propose a design to update security and permissions protocols to support a CI module.

V. **System Environments:** JTI will provide the following environments to OCDA:
   a. Implementation – minimum of 5 environments (Production, Staging, Conversion/Testing, Training/UAT, and Integration/Development)
   b. Post-Production – 3 environments (Production and 2 additional environments)
   c. Daily Data Extract to OCDA external data warehouse – Post it on S3 on AWS database for OCDA to extract daily.

VI. **Data Conversion Environment**
   a. At least one data conversion iteration will be completed in the eventual production environment including full testing of the data and usability of the data

VII. **Data Conversion**
   a. JTI will conduct at least three (3) practice conversion iterations, including managing the data validation and testing process and issue tracking and remediation
      i. OCDA will provide resources to test and validate the data and submit an issues/error to JTI for remediation. Once JTI has corrected the issue/error, OCDA will re-test and confirm close of the issue
   b. JTI will conduct one data conversion/testing process within the eventual production environment
   c. JTI will conduct two (2) mock go-lives prior to the final Go-Live

VIII. **User Acceptance Testing**
   a. Process will include testing and processing converted data and creation and processing of net new data entered during UAT

IX. **90-Day Post Go-Live Enhanced Support (Hypercare)**
   a. JTI implementation team will remain actively engaged in the project to remediate all issues identified during the 90-day post Go-Live process
      i. All Critical and High Priority issues must be fixed and cleared as soon as possible
      ii. The expectation is that the JTI Implementation Team will be the first point of contact and will prioritize fixing and tracking all issues identified

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during OCDA business hours (7:00 a.m. to 7:00 p.m. Pacific Standard Time).

b. OCDA is not required to navigate through JTI' ongoing support team during this HyperCare period

c. The JTI implementation team is expected to have issue review, tracking, and remediation meetings with OCDA throughout the 90-day process

X. Third-Party Vendors and Oversight

a. Subject to OCDA approval and confidentiality provisions, JTI will engage with and allow any third-party vendor(s), subcontractor(s), or program assurance vendor(s) access to any data, information, reports, artifacts, work products, etc. throughout the duration of the project.

b. JTI will ensure resources are available and actively engage in an honest and transparent manner through meetings and interviews.

XI. Conference Tickets Provisions

a. JTI agrees to provide up to ten (10) complimentary tickets to its annual conference(s) for the November 2025 conference in Los Angeles. The tickets will be made available to OCDA upon request and may be used by employees or representatives of OCDA as designated by OCDA. All other costs associated with attending the conference, including travel and lodging, shall be the responsibility of OCDA.

Rating Summary
Final Written
Scores

Attachment B

Vendor: **Aeon Nexus Corporation** (Non-Short Listed)

Criteria	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Evaluator #7	Evaluator #8	Evaluator #9	Cost from OCDA Procurement
EXPERIENCE, QUALIFICATIONS	54	46	54	60	54	50	60	46	50	66
SOLUTION OFFERING AND REQUIREMENTS	95	70	45	35	85	70	60	85	95	
IMPLEMENTATION SERVICES	88	48	64	48	72	72	56	40	80	
CORPORATE SUSTAINABILITY	28	30	22	20	28	20	20	22	20	
ADHERENCE TO MODEL CONTRACT	10	10	10	10	10	10	10	10	10	
COST	66	66	66	66	66	66	66	66	66	
Evaluators total Score	**341**	**270**	**261**	**239**	**315**	**288**	**272**	**269**	**321**	**2576**

Vendor: **Axon Enterprise, Inc.** (Short Listed)

Criteria	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Evaluator #7	Evaluator #8	Evaluator #9	Cost from OCDA Procurement
EXPERIENCE, QUALIFICATIONS	64	72	72	68	68	68	82	82	76	67
SOLUTION OFFERING AND REQUIREMENTS	215	215	240	190	215	215	215	215	250	
IMPLEMENTATION SERVICES	120	136	144	120	128	120	152	168	160	
CORPORATE SUSTAINABILITY	45	40	40	40	45	40	40	45	50	
ADHERENCE TO MODEL CONTRACT	0	0	0	0	0	0	0	0	0	
COST	67	67	67	67	67	67	67	67	67	
Evaluators total Score	**511**	**530**	**563**	**485**	**523**	**510**	**556**	**577**	**603**	**4858**

Vendor: **HIKE2 LLC** (Non-Short Listed)

Criteria	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Evaluator #7	Evaluator #8	Evaluator #9	Cost from OCDA Procurement
EXPERIENCE, QUALIFICATIONS	54	54	50	40	40	40	36	54	54	26
SOLUTION OFFERING AND REQUIREMENTS	180	120	180	120	180	130	155	180	145	
IMPLEMENTATION SERVICES	96	112	96	88	112	88	88	120	112	
CORPORATE SUSTAINABILITY	20	24	22	17	23	20	24	21	24	
ADHERENCE TO MODEL CONTRACT	10	10	10	10	10	10	10	10	10	
COST	26	26	26	26	26	26	26	26	26	
Evaluators total Score	**386**	**346**	**384**	**301**	**391**	**314**	**339**	**411**	**371**	**3243**

Vendor: **Journal Technologies, Inc.** (Short Listed)

Criteria	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Evaluator #7	Evaluator #8	Evaluator #9	Cost from OCDA Procurement
EXPERIENCE, QUALIFICATIONS	82	80	90	72	72	72	86	90	86	100
SOLUTION OFFERING AND REQUIREMENTS	240	275	265	215	240	215	275	250	215	
IMPLEMENTATION SERVICES	152	176	160	144	160	144	176	184	160	
CORPORATE SUSTAINABILITY	40	40	45	40	45	40	42	47	40	
ADHERENCE TO MODEL CONTRACT	0	0	0	0	0	0	0	0	0	
COST	100	100	100	100	100	100	100	100	100	
Evaluators total Score	**614**	**671**	**660**	**571**	**617**	**571**	**679**	**671**	**601**	**5655**

Vendor: **Justice Digital Innovations LLC** (Non-Short Listed)

Criteria	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Evaluator #7	Evaluator #8	Evaluator #9	Cost from OCDA Procurement
EXPERIENCE, QUALIFICATIONS	36	36	22	36	36	40	32	32	40	24
SOLUTION OFFERING AND REQUIREMENTS	85	70	110	120	120	95	95	120	120	
IMPLEMENTATION SERVICES	64	40	32	32	64	56	32	48	72	
CORPORATE SUSTAINABILITY	12	14	10	12	10	17	10	11	14	
ADHERENCE TO MODEL CONTRACT	0	0	0	0	0	0	0	0	0	
Cost	24	24	24	24	24	24	24	24	24	
Evaluators total Score	**221**	**184**	**198**	**224**	**254**	**232**	**193**	**235**	**270**	**2011**

Vendor: **Karpel Computer Systems, Inc.** (Short Listed)

Criteria	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Evaluator #7	Evaluator #8	Evaluator #9	Cost from OCDA Procurement
EXPERIENCE, QUALIFICATIONS	68	86	82	68	86	68	86	86	68	94
SOLUTION OFFERING AND REQUIREMENTS	215	240	275	215	265	190	250	275	240	
IMPLEMENTATION SERVICES	152	168	176	144	160	136	168	176	152	
CORPORATE SUSTAINABILITY	35	40	37	40	45	40	45	45	35	
ADHERENCE TO MODEL CONTRACT	0	0	0	0	0	0	0	0	0	
COST	94	94	94	94	94	94	94	94	94	
Evaluators total Score	**564**	**628**	**664**	**561**	**650**	**528**	**643**	**676**	**589**	**5503**

Rating Summary
Short-Listed Written/Interview

Vendor: **Axon Enterprise, Inc.**

Criteria	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Evaluator #7	Evaluator #8	Evaluator #9	Cost from OCDA Procurement
EXPERIENCE, QUALIFICATIONS	64	72	72	68	68	68	82	82	76	67
SOLUTION OFFERING AND REQUIREMENTS	215	215	240	190	215	215	215	215	250	
IMPLEMENTATION SERVICES	120	136	144	120	128	120	152	168	160	
CORPORATE SUSTAINABILITY	45	40	40	40	45	40	40	45	50	
ADHERENCE TO MODEL CONTRACT	0	0	0	0	0	0	0	0	0	
COST	67	67	67	67	67	67	67	67	67	
DEMO/INTERVIEW	159	190	148	146	189	196	155	181	196	
Evaluators total Score	**670**	**720**	**711**	**631**	**712**	**706**	**711**	**758**	**799**	
Total Score of proposal with cost included										**6418**

Vendor: **Journal Technologies, Inc.**

Criteria	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Evaluator #7	Evaluator #8	Evaluator #9	Cost from OCDA Procurement
EXPERIENCE, QUALIFICATIONS	82	80	90	72	72	72	86	90	86	100
SOLUTION OFFERING AND REQUIREMENTS	240	275	265	215	240	215	275	250	215	
IMPLEMENTATION SERVICES	152	176	160	144	160	144	176	184	160	
CORPORATE SUSTAINABILITY	40	40	45	40	45	40	42	47	40	
ADHERENCE TO MODEL CONTRACT	0	0	0	0	0	0	0	0	0	
COST	100	100	100	100	100	100	100	100	100	
DEMO/INTERVIEW	229	236	222	222	236	224	227	229	237	
Evaluators total Score	**843**	**907**	**882**	**793**	**853**	**795**	**906**	**900**	**838**	
Total Score of proposal with cost included										**7717**

Vendor: **Karpel Computer Systems, Inc.**

Criteria	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Evaluator #7	Evaluator #8	Evaluator #9	Cost from OCDA Procurement
EXPERIENCE, QUALIFICATIONS	68	86	82	68	86	68	86	86	68	94
SOLUTION OFFERING AND REQUIREMENTS	215	240	275	215	265	190	250	275	240	
IMPLEMENTATION SERVICES	152	168	176	144	160	136	168	176	152	
CORPORATE SUSTAINABILITY	35	40	37	40	45	40	45	45	35	
ADHERENCE TO MODEL CONTRACT	0	0	0	0	0	0	0	0	0	
COST	94	94	94	94	94	94	94	94	94	
DEMO/INTERVIEW	183	197	188	187	215	207	180	191	208	
Evaluators total Score	**747**	**825**	**852**	**748**	**865**	**735**	**823**	**867**	**797**	
Total Score of proposal with cost included										**7259**

Rating Summary

Preliminary Scores

	Evaluators									Total
	1	2	3	4	5	6	7	8	9	
Journal Technologies, Inc.	843	907	882	793	853	795	906	900	838	7717
Karpel Computer Systems, Inc.	747	825	852	748	865	735	823	867	797	7259
Axon Enterprise, Inc.	670	720	711	631	712	706	711	758	799	6418
	2260	2452	2445	2172	2430	2236	2440	2525	2434	

Final Written/Interview Scores After High-Low Procedure

	Evaluators									Total
	1	2	3	4	5	6	7	8	9	
Journal Technologies, Inc.	843		882		853	795	906	900	838	6017
Karpel Computer Systems, Inc.	747	825	852	748	865		823		797	5657
Axon Enterprise, Inc.	670	720	711		712	706	711	758		4988
	2260	1545	2445	748	2430	1501	2440	1658	1635	

SmartScore

Evaluate | Review | Select

Vendor: Aeon Nexus C… | Axon Enterpri… | HIKE2 LLC | Journal Techn… | Justice Digital … | Karpel Compu…

Category, Section: All

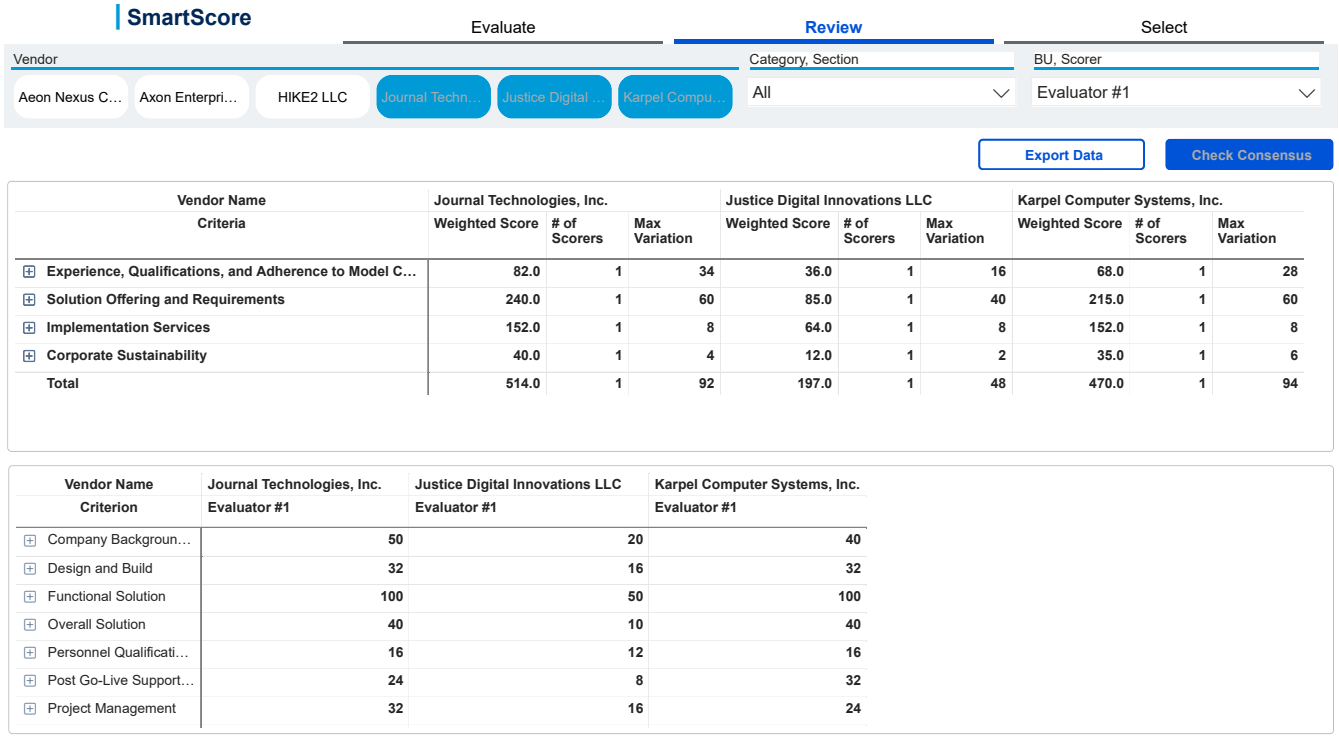
BU, Scorer: Evaluator #1

Export Data | Check Consensus

Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	54.0	1	18	64.0	1	28	54.0	1	18
⊞ Solution Offering and Requirements	95.0	1	30	215.0	1	60	180.0	1	45
⊞ Implementation Services	88.0	1	16	120.0	1	0	96.0	1	16
⊞ Corporate Sustainability	28.0	1	5	45.0	1	7	20.0	1	6
⊞ Adherence to Model Contract	10.0	1	0				10.0	1	0
Total	275.0	1	46	444.0	1	92	360.0	1	72

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	Evaluator #1	Evaluator #1	Evaluator #1
⊞ Adherence to Model …	10		10
⊞ Company Backgroun…	30	40	30
⊞ Design and Build	24	24	16
⊞ Functional Solution	25	100	75
⊞ Overall Solution	20	40	30
⊞ Personnel Qualificati…	12	12	12
⊞ Post Go-Live Support…	8	24	16

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Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	82.0	1	34	36.0	1	16	68.0	1	28
⊞ Solution Offering and Requirements	240.0	1	60	85.0	1	40	215.0	1	60
⊞ Implementation Services	152.0	1	8	64.0	1	8	152.0	1	8
⊞ Corporate Sustainability	40.0	1	4	12.0	1	2	35.0	1	6
Total	514.0	1	92	197.0	1	48	470.0	1	94

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	Evaluator #1	Evaluator #1	Evaluator #1
⊞ Company Backgroun…	50	20	40
⊞ Design and Build	32	16	32
⊞ Functional Solution	100	50	100
⊞ Overall Solution	40	10	40
⊞ Personnel Qualificati…	16	12	16
⊞ Post Go-Live Support…	24	8	32
⊞ Project Management	32	16	24

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SmartScore

Evaluate | Review | Select

Vendor: Aeon Nexus C… | Axon Enterpri… | HIKE2 LLC | Journal Techn… | Justice Digital … | Karpel Compu…

Category, Section: All

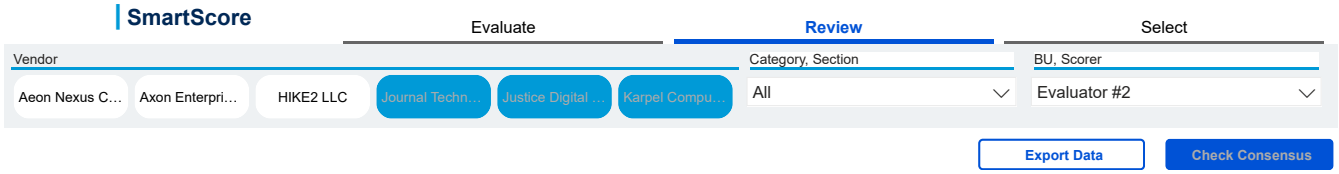
BU, Scorer: Evaluator #2

Export Data | Check Consensus

Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	46.0	1	22	72.0	1	24	54.0	1	18
⊞ Solution Offering and Requirements	70.0	1	30	215.0	1	60	120.0	1	30
⊞ Implementation Services	48.0	1	8	136.0	1	8	112.0	1	16
⊞ Corporate Sustainability	30.0	1	3	40.0	1	4	24.0	1	6
⊞ Adherence to Model Contract	10.0	1	0				10.0	1	0
Total	204.0	1	44	463.0	1	92	320.0	1	47

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	Evaluator #2	Evaluator #2	Evaluator #2
⊞ Adherence to Model …	10		10
⊞ Company Backgroun…	30	40	30
⊞ Design and Build	8	24	24
⊞ Functional Solution		100	50
⊞ Overall Solution	20	40	20
⊞ Personnel Qualificati…	8	16	12
⊞ Post Go-Live Support…	8	32	16

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Export Data Check Consensus

Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	80.0	1	20	36.0	1	12	86.0	1	34
⊞ Solution Offering and Requirements	275.0	1	75	70.0	1	5	240.0	1	60
⊞ Implementation Services	176.0	1	8	40.0	1	8	168.0	1	8
⊞ Corporate Sustainability	40.0	1	4	14.0	1	1	40.0	1	4
Total	571.0	1	117	160.0	1	22	534.0	1	92

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	Evaluator #2	Evaluator #2	Evaluator #2
⊞ Company Backgroun…	40	20	50
⊞ Design and Build	32	8	32
⊞ Functional Solution	125	25	100
⊞ Overall Solution	50	20	40
⊞ Personnel Qualificati…	20	8	20
⊞ Post Go-Live Support…	32		32
⊞ Project Management	32	8	32

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SmartScore

Evaluate | Review | Select

Vendor: Aeon Nexus C… | Axon Enterpri… | HIKE2 LLC | Journal Techn… | Justice Digital … | Karpel Compu…

Category, Section: All

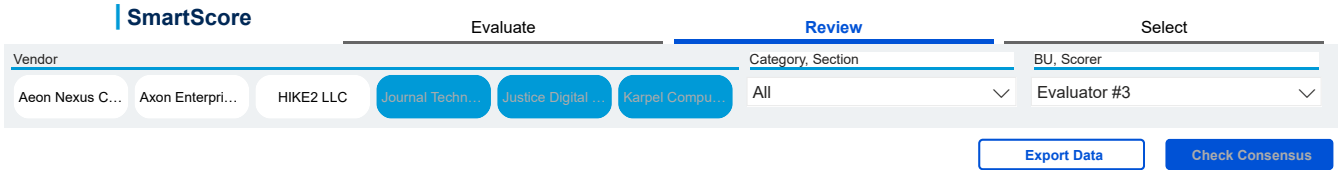
BU, Scorer: Evaluator #3

Export Data | Check Consensus

Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	54.0	1	18	72.0	1	24	50.0	1	22
⊞ Solution Offering and Requirements	45.0	1	5	240.0	1	60	180.0	1	45
⊞ Implementation Services	64.0	1	8	144.0	1	8	96.0	1	24
⊞ Corporate Sustainability	22.0	1	2	40.0	1	4	22.0	1	6
⊞ Adherence to Model Contract	10.0	1	0				10.0	1	0
Total	195.0	1	26	496.0	1	92	358.0	1	72

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	Evaluator #3	Evaluator #3	Evaluator #3
⊞ Adherence to Model …	10		10
⊞ Company Backgroun…	30	40	30
⊞ Design and Build	8	24	16
⊞ Functional Solution		100	75
⊞ Overall Solution	20	40	30
⊞ Personnel Qualificati…	12	16	8
⊞ Post Go-Live Support…	16	32	16

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Export Data Check Consensus

Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	90.0	1	30	22.0	1	6	82.0	1	38
⊞ Solution Offering and Requirements	265.0	1	85	110.0	1	40	275.0	1	75
⊞ Implementation Services	160.0	1	16	32.0	1	0	176.0	1	8
⊞ Corporate Sustainability	45.0	1	7	10.0	1	1	37.0	1	6
Total	560.0	1	117	174.0	1	48	570.0	1	119

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	Evaluator #3	Evaluator #3	Evaluator #3
⊞ Company Backgroun…	50	10	50
⊞ Design and Build	32	8	40
⊞ Functional Solution	125	50	125
⊞ Overall Solution	40	10	50
⊞ Personnel Qualificati…	20	8	20
⊞ Post Go-Live Support…	24		32
⊞ Project Management	32	8	32

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SmartScore

Evaluate | Review | Select

Vendor: Aeon Nexus C… | Axon Enterpri… | HIKE2 LLC | Journal Techn… | Justice Digital … | Karpel Compu…

Category, Section: All

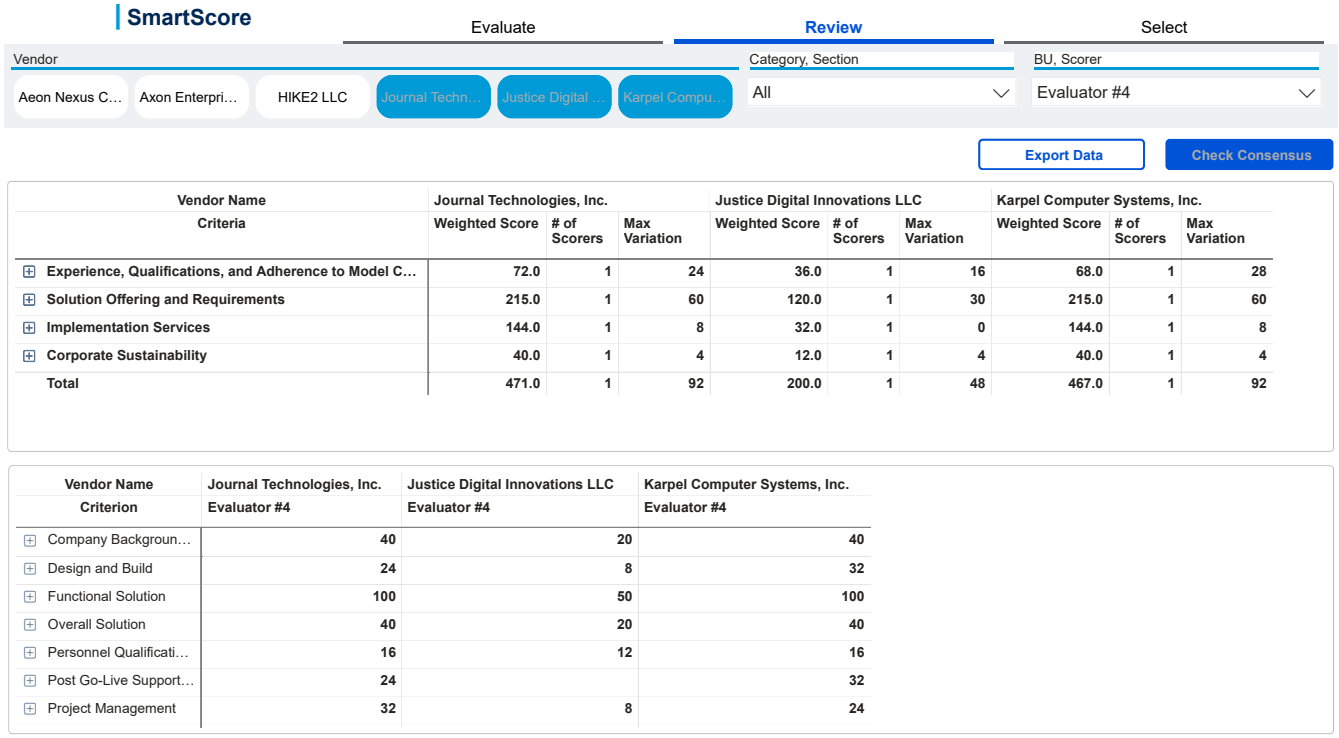
BU, Scorer: Evaluator #4

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Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	60.0	1	32	68.0	1	28	40.0	1	12
⊞ Solution Offering and Requirements	35.0	1	15	190.0	1	35	120.0	1	30
⊞ Implementation Services	48.0	1	8	120.0	1	0	88.0	1	24
⊞ Corporate Sustainability	20.0	1	2	40.0	1	4	17.0	1	3
⊞ Adherence to Model Contract	10.0	1	0				10.0	1	0
Total	173.0	1	36	418.0	1	67	275.0	1	47

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	Evaluator #4	Evaluator #4	Evaluator #4
⊞ Adherence to Model …	10		10
⊞ Company Backgroun…	40	40	20
⊞ Design and Build	8	24	16
⊞ Functional Solution		75	50
⊞ Overall Solution	10	40	20
⊞ Personnel Qualificati…	12	16	12
⊞ Post Go-Live Support…	16	24	16

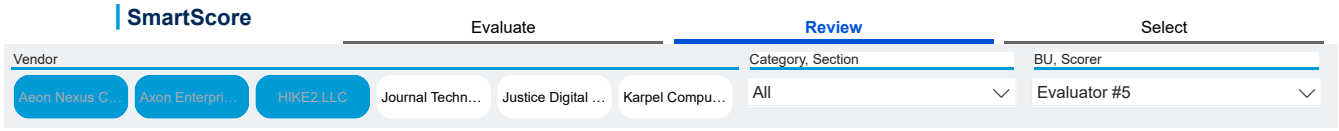
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Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	72.0	1	24	36.0	1	16	68.0	1	28
⊞ Solution Offering and Requirements	215.0	1	60	120.0	1	30	215.0	1	60
⊞ Implementation Services	144.0	1	8	32.0	1	0	144.0	1	8
⊞ Corporate Sustainability	40.0	1	4	12.0	1	4	40.0	1	4
Total	471.0	1	92	200.0	1	48	467.0	1	92

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	Evaluator #4	Evaluator #4	Evaluator #4
⊞ Company Backgroun…	40	20	40
⊞ Design and Build	24	8	32
⊞ Functional Solution	100	50	100
⊞ Overall Solution	40	20	40
⊞ Personnel Qualificati…	16	12	16
⊞ Post Go-Live Support…	24		32
⊞ Project Management	32	8	24

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Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	54.0	1	18	68.0	1	28	40.0	1	12
⊞ Solution Offering and Requirements	85.0	1	40	215.0	1	60	180.0	1	45
⊞ Implementation Services	72.0	1	8	128.0	1	8	112.0	1	8
⊞ Corporate Sustainability	28.0	1	5	45.0	1	7	23.0	1	5
⊞ Adherence to Model Contract	10.0	1	0				10.0	1	0
Total	249.0	1	46	456.0	1	92	365.0	1	71

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	Evaluator #5	Evaluator #5	Evaluator #5
⊞ Adherence to Model …	10		10
⊞ Company Backgroun…	30	40	20
⊞ Design and Build	8	24	24
⊞ Functional Solution	25	100	75
⊞ Overall Solution	10	40	30
⊞ Personnel Qualificati…	12	16	12
⊞ Post Go-Live Support…	16	32	24

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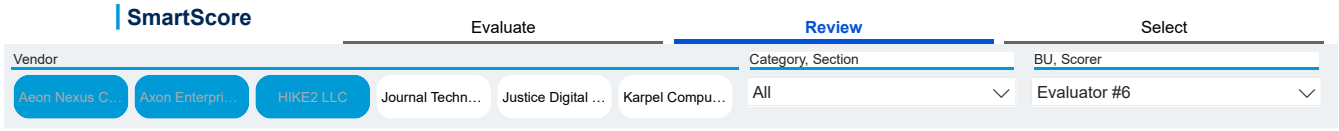


Export Data Check Consensus

Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	72.0	1	24	36.0	1	12	86.0	1	34
⊞ Solution Offering and Requirements	240.0	1	60	120.0	1	30	265.0	1	85
⊞ Implementation Services	160.0	1	0	64.0	1	8	160.0	1	0
⊞ Corporate Sustainability	45.0	1	7	10.0	1	1	45.0	1	7
Total	517.0	1	92	230.0	1	48	556.0	1	117

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	Evaluator #5	Evaluator #5	Evaluator #5
⊞ Company Backgroun…	40	20	50
⊞ Design and Build	32	16	32
⊞ Functional Solution	100	50	125
⊞ Overall Solution	40	20	40
⊞ Personnel Qualificati…	16	8	20
⊞ Post Go-Live Support…	32	8	32
⊞ Project Management	32	16	32

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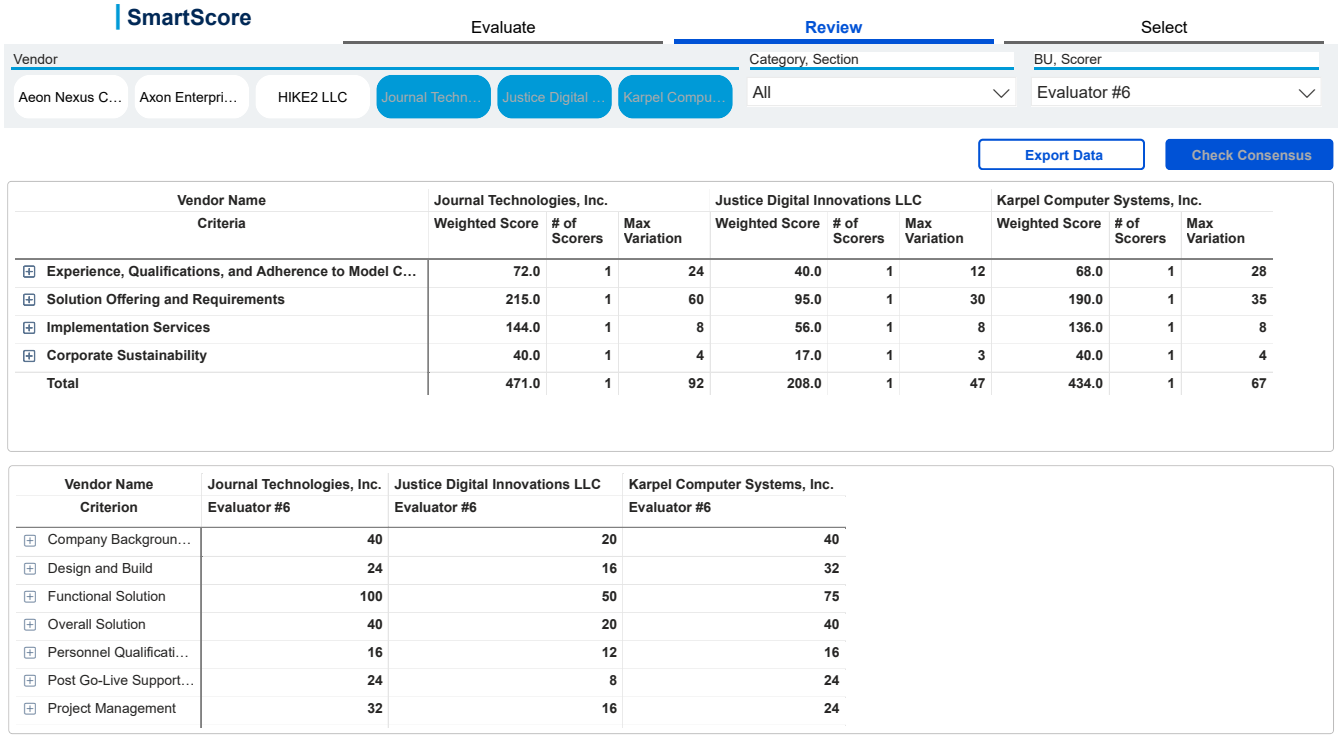


Export Data | Check Consensus

Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	50.0	1	22	68.0	1	28	40.0	1	12
⊞ Solution Offering and Requirements	70.0	1	5	215.0	1	60	130.0	1	20
⊞ Implementation Services	72.0	1	8	120.0	1	0	88.0	1	8
⊞ Corporate Sustainability	20.0	1	2	40.0	1	4	20.0	1	2
⊞ Adherence to Model Contract	10.0	1	0				10.0	1	0
Total	222.0	1	26	443.0	1	92	288.0	1	46

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	Evaluator #6	Evaluator #6	Evaluator #6
⊞ Adherence to Model …	10		10
⊞ Company Backgroun…	30	40	20
⊞ Design and Build	16	24	16
⊞ Functional Solution	25	100	50
⊞ Overall Solution	20	40	30
⊞ Personnel Qualificati…	12	16	12
⊞ Post Go-Live Support…	8	24	16

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Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	72.0	1	24	40.0	1	12	68.0	1	28
⊞ Solution Offering and Requirements	215.0	1	60	95.0	1	30	190.0	1	35
⊞ Implementation Services	144.0	1	8	56.0	1	8	136.0	1	8
⊞ Corporate Sustainability	40.0	1	4	17.0	1	3	40.0	1	4
Total	471.0	1	92	208.0	1	47	434.0	1	67

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	Evaluator #6	Evaluator #6	Evaluator #6
⊞ Company Backgroun…	40	20	40
⊞ Design and Build	24	16	32
⊞ Functional Solution	100	50	75
⊞ Overall Solution	40	20	40
⊞ Personnel Qualificati…	16	12	16
⊞ Post Go-Live Support…	24	8	24
⊞ Project Management	32	16	24

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Vendor: Aeon Nexus C… | Axon Enterpri… | HIKE2 LLC | Journal Techn… | Justice Digital … | Karpel Compu…

Category, Section: All

BU, Scorer: Evaluator #7

Export Data | Check Consensus

Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	60.0	1	32	82.0	1	34	36.0	1	12
⊞ Solution Offering and Requirements	60.0	1	15	215.0	1	60	155.0	1	45
⊞ Implementation Services	56.0	1	8	152.0	1	8	88.0	1	24
⊞ Corporate Sustainability	20.0	1	2	40.0	1	4	24.0	1	0
⊞ Adherence to Model Contract	10.0	1	0				10.0	1	0
Total	206.0	1	36	489.0	1	92	313.0	1	69

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	Evaluator #7	Evaluator #7	Evaluator #7
⊞ Adherence to Model …	10		10
⊞ Company Backgroun…	40	50	20
⊞ Design and Build	8	32	16
⊞ Functional Solution	25	100	75
⊞ Overall Solution	10	40	30
⊞ Personnel Qualificati…	12	16	8
⊞ Post Go-Live Support…	16	32	16

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SmartScore

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Vendor: Aeon Nexus C… | Axon Enterpri… | HIKE2 LLC | Journal Techn… | Justice Digital … | Karpel Compu…

Category, Section: All

BU, Scorer: Evaluator #7

Export Data | Check Consensus

Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	86.0	1	34	32.0	1	16	86.0	1	34
⊞ Solution Offering and Requirements	275.0	1	75	95.0	1	30	250.0	1	50
⊞ Implementation Services	176.0	1	16	32.0	1	0	168.0	1	16
⊞ Corporate Sustainability	42.0	1	4	10.0	1	1	45.0	1	7
Total	579.0	1	117	169.0	1	48	549.0	1	92

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	Evaluator #7	Evaluator #7	Evaluator #7
⊞ Company Backgroun…	50	20	50
⊞ Design and Build	32	8	40
⊞ Functional Solution	125	50	100
⊞ Overall Solution	50	20	50
⊞ Personnel Qualificati…	16	8	20
⊞ Post Go-Live Support…	24		32
⊞ Project Management	40	8	24

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Vendor: Aeon Nexus C… | Axon Enterpri… | HIKE2 LLC | Journal Techn… | Justice Digital … | Karpel Compu…

Category, Section: All

BU, Scorer: Evaluator #8

Export Data | Check Consensus

Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	46.0	1	22	82.0	1	34	54.0	1	18
⊞ Solution Offering and Requirements	85.0	1	40	215.0	1	60	180.0	1	45
⊞ Implementation Services	40.0	1	0	168.0	1	8	120.0	1	16
⊞ Corporate Sustainability	22.0	1	2	45.0	1	7	21.0	1	3
⊞ Adherence to Model Contract	10.0	1	0				10.0	1	0
Total	203.0	1	46	510.0	1	92	385.0	1	72

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	Evaluator #8	Evaluator #8	Evaluator #8
⊞ Adherence to Model …	10		10
⊞ Company Backgroun…	30	50	30
⊞ Design and Build	8	32	24
⊞ Functional Solution	25	100	75
⊞ Overall Solution	10	40	30
⊞ Personnel Qualificati…	8	16	12
⊞ Post Go-Live Support…	8	32	24

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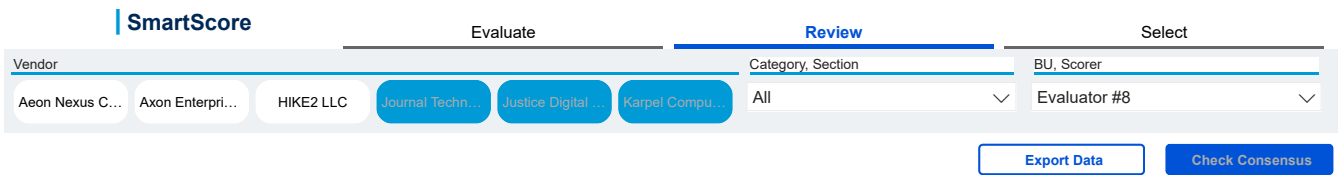
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Profile

Reports / OCDA SmartScore Dashboard

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Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	90.0	1	30	32.0	1	16	86.0	1	34
⊞ Solution Offering and Requirements	250.0	1	50	120.0	1	30	275.0	1	75
⊞ Implementation Services	184.0	1	8	48.0	1	8	176.0	1	8
⊞ Corporate Sustainability	47.0	1	5	11.0	1	1	45.0	1	7
Total	571.0	1	90	211.0	1	47	582.0	1	117

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	Evaluator #8	Evaluator #8	Evaluator #8
⊞ Company Backgroun…	50	20	50
⊞ Design and Build	32	8	40
⊞ Functional Solution	100	50	125
⊞ Overall Solution	50	20	50
⊞ Personnel Qualificati…	20	8	20
⊞ Post Go-Live Support…	32		32
⊞ Project Management	40	8	32

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Vendor: Aeon Nexus C… | Axon Enterpri… | HIKE2 LLC | Journal Techn… | Justice Digital … | Karpel Compu…

Category, Section: All

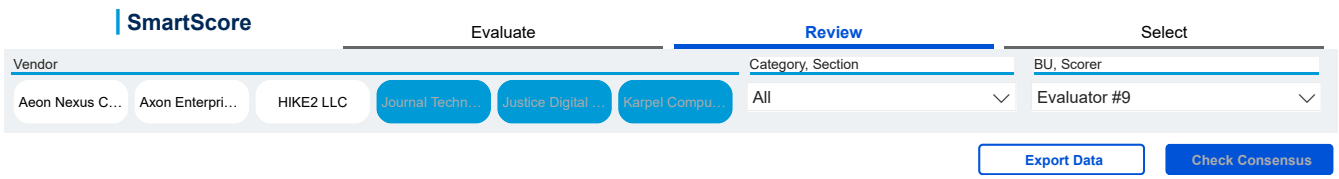
BU, Scorer: Evaluator #9

Export Data | Check Consensus

Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	50.0	1	22	76.0	1	24	54.0	1	18
⊞ Solution Offering and Requirements	95.0	1	30	250.0	1	50	145.0	1	55
⊞ Implementation Services	80.0	1	0	160.0	1	0	112.0	1	16
⊞ Corporate Sustainability	20.0	1	2	50.0	1	5	24.0	1	0
⊞ Adherence to Model Contract	10.0	1	0				10.0	1	0
Total	255.0	1	46	536.0	1	90	345.0	1	69

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	Evaluator #9	Evaluator #9	Evaluator #9
⊞ Adherence to Model …	10		10
⊞ Company Backgroun…	30	40	30
⊞ Design and Build	16	32	24
⊞ Functional Solution	25	100	75
⊞ Overall Solution	20	50	20
⊞ Personnel Qualificati…	12	20	12
⊞ Post Go-Live Support…	16	32	16

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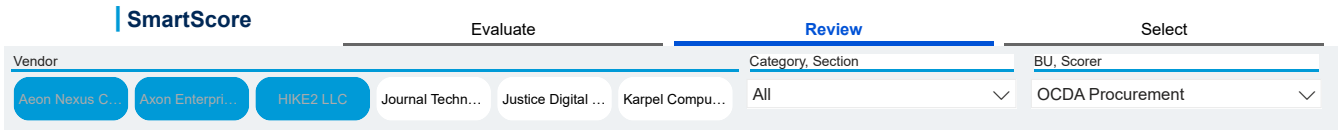


Export Data Check Consensus

Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Experience, Qualifications, and Adherence to Model C…	86.0	1	34	40.0	1	12	68.0	1	28
⊞ Solution Offering and Requirements	215.0	1	60	120.0	1	30	240.0	1	60
⊞ Implementation Services	160.0	1	16	72.0	1	8	152.0	1	8
⊞ Corporate Sustainability	40.0	1	4	14.0	1	1	35.0	1	6
Total	501.0	1	92	246.0	1	47	495.0	1	94

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	Evaluator #9	Evaluator #9	Evaluator #9
⊞ Company Backgroun…	50	20	40
⊞ Design and Build	32	16	32
⊞ Functional Solution	100	50	100
⊞ Overall Solution	40	20	40
⊞ Personnel Qualificati…	20	12	16
⊞ Post Go-Live Support…	24	8	32
⊞ Project Management	32	16	24

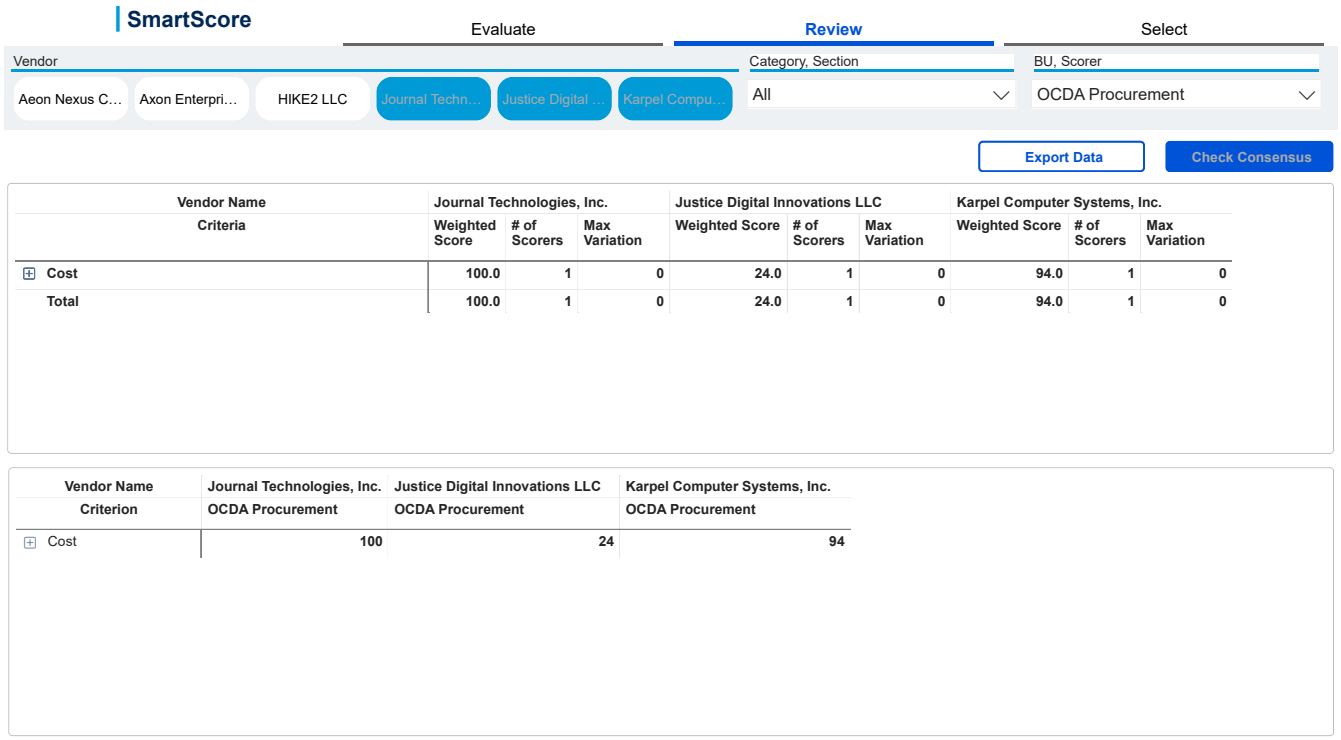
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Vendor Name	Aeon Nexus Corporation			Axon Enterprise, Inc.			HIKE2 LLC		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Cost	66.0	1	0	67.0	1	0	26.0	1	0
Total	66.0	1	0	67.0	1	0	26.0	1	0

Vendor Name	Aeon Nexus Corporation	Axon Enterprise, Inc.	HIKE2 LLC
Criterion	OCDA Procurement	OCDA Procurement	OCDA Procurement
⊞ Cost	66	67	26

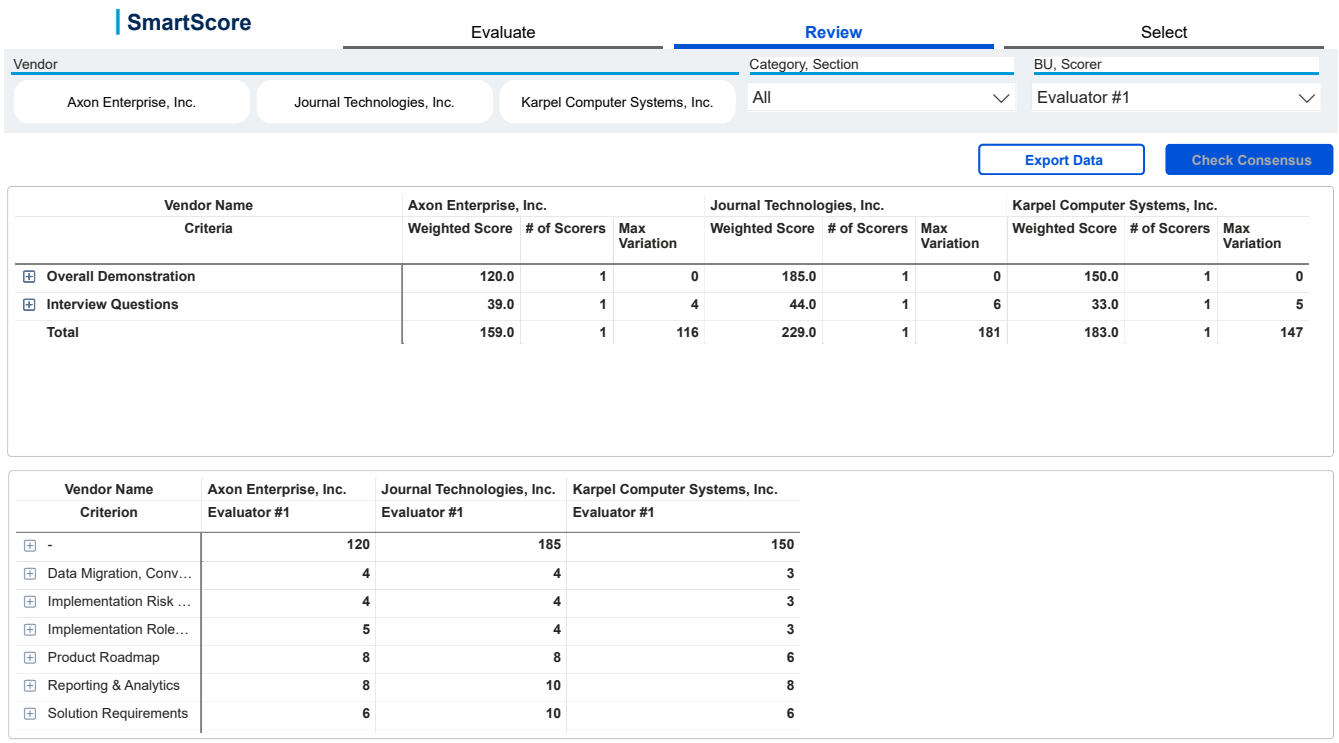
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Vendor Name	Journal Technologies, Inc.			Justice Digital Innovations LLC			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Cost	100.0	1	0	24.0	1	0	94.0	1	0
Total	100.0	1	0	24.0	1	0	94.0	1	0

Vendor Name	Journal Technologies, Inc.	Justice Digital Innovations LLC	Karpel Computer Systems, Inc.
Criterion	OCDA Procurement	OCDA Procurement	OCDA Procurement
⊞ Cost	100	24	94

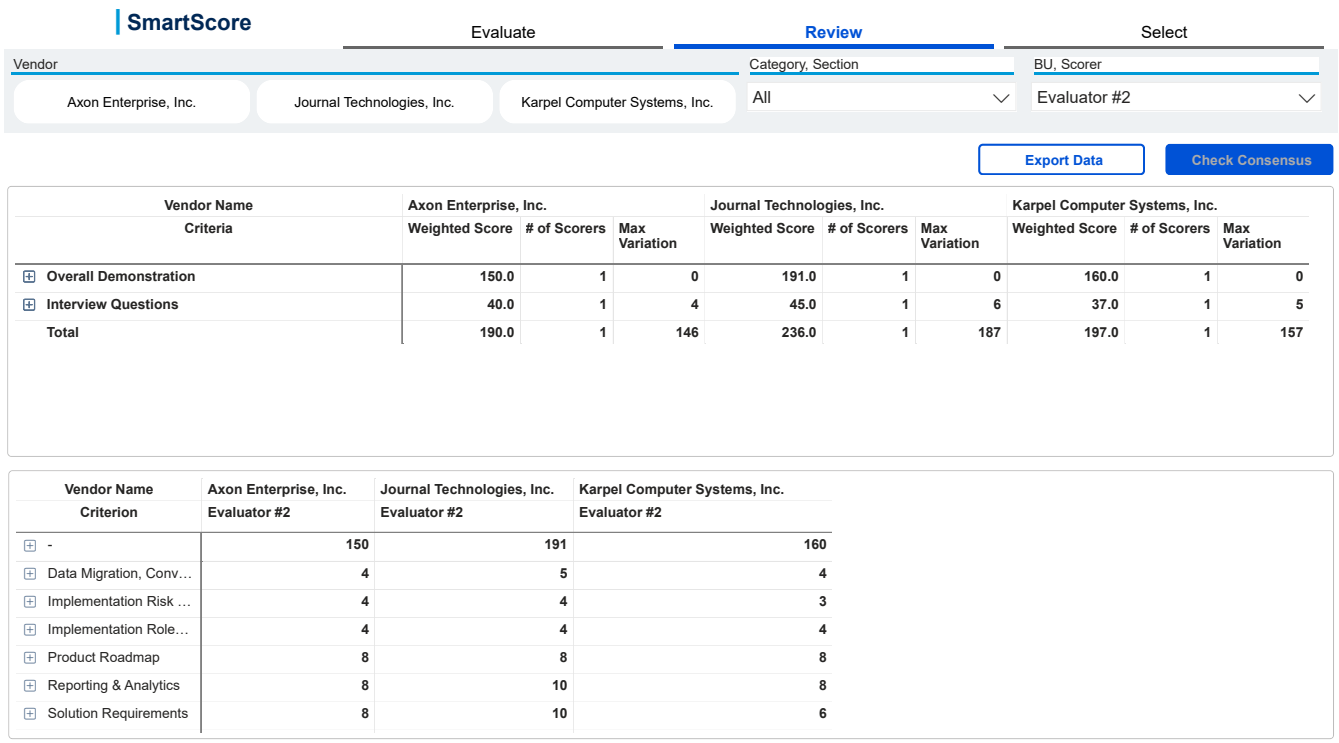
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Vendor Name / Criteria	Axon Enterprise, Inc. Weighted Score	# of Scorers	Max Variation	Journal Technologies, Inc. Weighted Score	# of Scorers	Max Variation	Karpel Computer Systems, Inc. Weighted Score	# of Scorers	Max Variation
Overall Demonstration	120.0	1	0	185.0	1	0	150.0	1	0
Interview Questions	39.0	1	4	44.0	1	6	33.0	1	5
Total	159.0	1	116	229.0	1	181	183.0	1	147

Vendor Name / Criterion	Axon Enterprise, Inc. Evaluator #1	Journal Technologies, Inc. Evaluator #1	Karpel Computer Systems, Inc. Evaluator #1
-	120	185	150
Data Migration, Conv…	4	4	3
Implementation Risk …	4	4	3
Implementation Role…	5	4	3
Product Roadmap	8	8	6
Reporting & Analytics	8	10	8
Solution Requirements	6	10	6

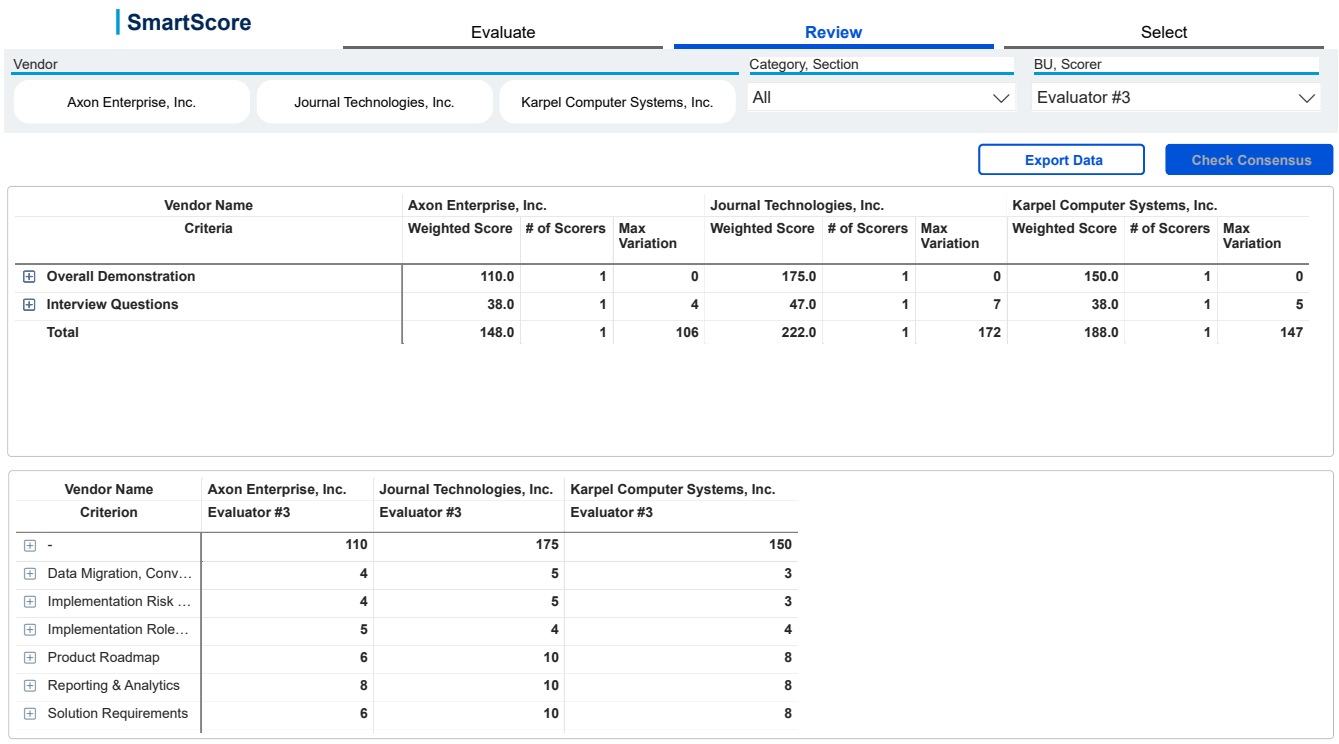
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Vendor Name	Axon Enterprise, Inc.			Journal Technologies, Inc.			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Overall Demonstration	150.0	1	0	191.0	1	0	160.0	1	0
⊞ Interview Questions	40.0	1	4	45.0	1	6	37.0	1	5
Total	190.0	1	146	236.0	1	187	197.0	1	157

Vendor Name	Axon Enterprise, Inc.	Journal Technologies, Inc.	Karpel Computer Systems, Inc.
Criterion	Evaluator #2	Evaluator #2	Evaluator #2
⊞ -	150	191	160
⊞ Data Migration, Conv…	4	5	4
⊞ Implementation Risk …	4	4	3
⊞ Implementation Role…	4	4	4
⊞ Product Roadmap	8	8	8
⊞ Reporting & Analytics	8	10	8
⊞ Solution Requirements	8	10	6

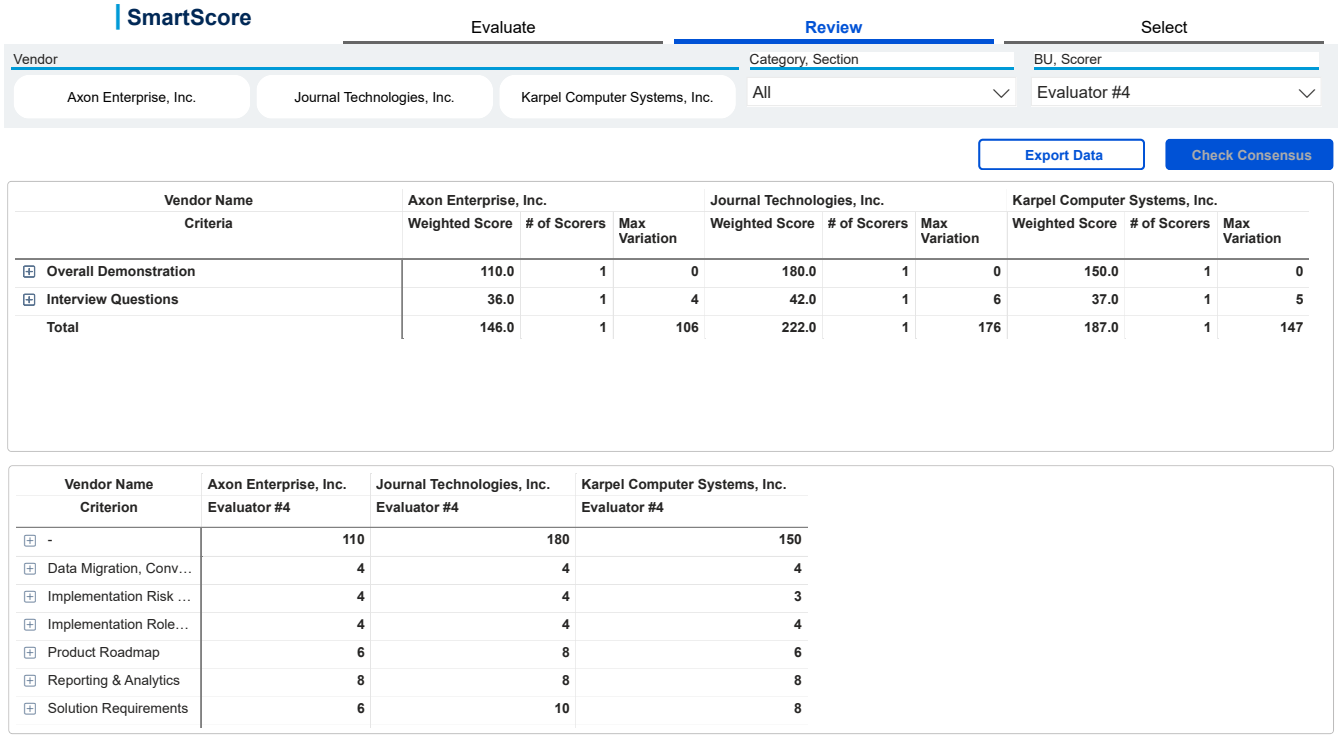
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Vendor Name / Criteria	Axon Enterprise, Inc. Weighted Score	# of Scorers	Max Variation	Journal Technologies, Inc. Weighted Score	# of Scorers	Max Variation	Karpel Computer Systems, Inc. Weighted Score	# of Scorers	Max Variation
Overall Demonstration	110.0	1	0	175.0	1	0	150.0	1	0
Interview Questions	38.0	1	4	47.0	1	7	38.0	1	5
Total	148.0	1	106	222.0	1	172	188.0	1	147

Vendor Name / Criterion	Axon Enterprise, Inc. Evaluator #3	Journal Technologies, Inc. Evaluator #3	Karpel Computer Systems, Inc. Evaluator #3
-	110	175	150
Data Migration, Conv…	4	5	3
Implementation Risk …	4	5	3
Implementation Role…	5	4	4
Product Roadmap	6	10	8
Reporting & Analytics	8	10	8
Solution Requirements	6	10	8

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Vendor Name	Axon Enterprise, Inc.			Journal Technologies, Inc.			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Overall Demonstration	110.0	1	0	180.0	1	0	150.0	1	0
⊞ Interview Questions	36.0	1	4	42.0	1	6	37.0	1	5
Total	146.0	1	106	222.0	1	176	187.0	1	147

Vendor Name	Axon Enterprise, Inc.	Journal Technologies, Inc.	Karpel Computer Systems, Inc.
Criterion	Evaluator #4	Evaluator #4	Evaluator #4
⊞ -	110	180	150
⊞ Data Migration, Conv…	4	4	4
⊞ Implementation Risk …	4	4	3
⊞ Implementation Role…	4	4	4
⊞ Product Roadmap	6	8	6
⊞ Reporting & Analytics	8	8	8
⊞ Solution Requirements	6	10	8

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Vendor: Axon Enterprise, Inc. | Journal Technologies, Inc. | Karpel Computer Systems, Inc.

Category, Section: All

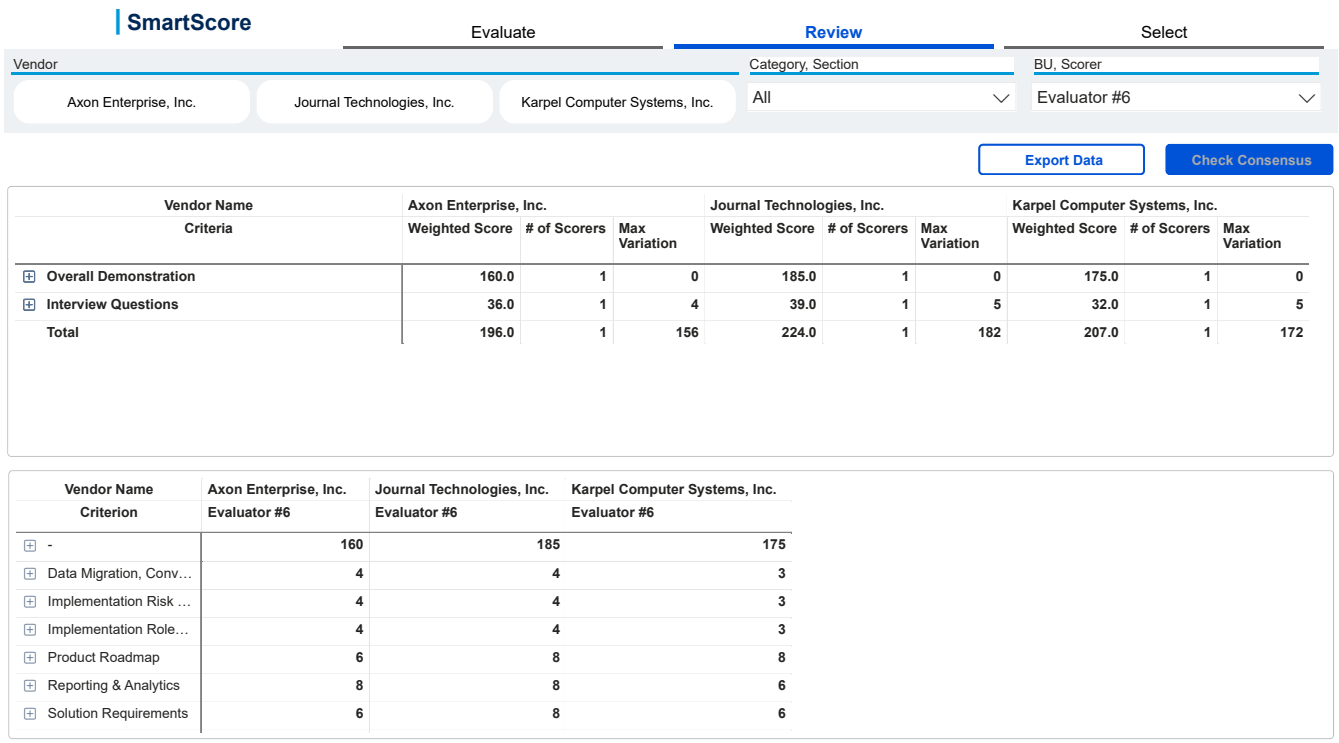
BU, Scorer: Evaluator #5

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Vendor Name	Axon Enterprise, Inc.			Journal Technologies, Inc.			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Overall Demonstration	150.0	1	0	190.0	1	0	180.0	1	0
⊞ Interview Questions	39.0	1	4	46.0	1	6	35.0	1	5
Total	189.0	1	146	236.0	1	186	215.0	1	177

Vendor Name	Axon Enterprise, Inc.	Journal Technologies, Inc.	Karpel Computer Systems, Inc.
Criterion	Evaluator #5	Evaluator #5	Evaluator #5
⊞ -	150	190	180
⊞ Data Migration, Conv…	4	5	4
⊞ Implementation Risk …	4	4	3
⊞ Implementation Role…	5	5	3
⊞ Product Roadmap	8	8	6
⊞ Reporting & Analytics	8	10	8
⊞ Solution Requirements	6	10	8

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Vendor Name / Criteria	Axon Enterprise, Inc. Weighted Score	# of Scorers	Max Variation	Journal Technologies, Inc. Weighted Score	# of Scorers	Max Variation	Karpel Computer Systems, Inc. Weighted Score	# of Scorers	Max Variation
Overall Demonstration	160.0	1	0	185.0	1	0	175.0	1	0
Interview Questions	36.0	1	4	39.0	1	5	32.0	1	5
Total	196.0	1	156	224.0	1	182	207.0	1	172

Vendor Name / Criterion	Axon Enterprise, Inc. Evaluator #6	Journal Technologies, Inc. Evaluator #6	Karpel Computer Systems, Inc. Evaluator #6
-	160	185	175
Data Migration, Conv…	4	4	3
Implementation Risk …	4	4	3
Implementation Role…	4	4	3
Product Roadmap	6	8	8
Reporting & Analytics	8	8	6
Solution Requirements	6	8	6

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Evaluate | Review | Select

Vendor: Axon Enterprise, Inc. | Journal Technologies, Inc. | Karpel Computer Systems, Inc.

Category, Section: All

BU, Scorer: Evaluator #7

Export Data | Check Consensus

Vendor Name	Axon Enterprise, Inc.			Journal Technologies, Inc.			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Overall Demonstration	110.0	1	0	180.0	1	0	140.0	1	0
⊞ Interview Questions	45.0	1	6	47.0	1	6	40.0	1	4
Total	155.0	1	106	227.0	1	176	180.0	1	136

Vendor Name	Axon Enterprise, Inc.	Journal Technologies, Inc.	Karpel Computer Systems, Inc.
Criterion	Evaluator #7	Evaluator #7	Evaluator #7
⊞ -	110	180	140
⊞ Data Migration, Conv…	5	4	4
⊞ Implementation Risk …	5	5	4
⊞ Implementation Role…	5	4	4
⊞ Product Roadmap	8	10	8
⊞ Reporting & Analytics	10	10	8
⊞ Solution Requirements	8	10	8

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SmartScore

Evaluate | Review | Select

Vendor: Axon Enterprise, Inc. | Journal Technologies, Inc. | Karpel Computer Systems, Inc.

Category, Section: All

BU, Scorer: Evaluator #8

Export Data | Check Consensus

Vendor Name	Axon Enterprise, Inc.			Journal Technologies, Inc.			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Overall Demonstration	140.0	1	0	180.0	1	0	160.0	1	0
⊞ Interview Questions	41.0	1	6	49.0	1	6	31.0	1	3
Total	181.0	1	136	229.0	1	176	191.0	1	157

Vendor Name	Axon Enterprise, Inc.	Journal Technologies, Inc.	Karpel Computer Systems, Inc.
Criterion	Evaluator #8	Evaluator #8	Evaluator #8
⊞ -	140	180	160
⊞ Data Migration, Conv…	4	5	4
⊞ Implementation Risk …	4	5	3
⊞ Implementation Role…	5	5	3
⊞ Product Roadmap	6	10	6
⊞ Reporting & Analytics	10	10	6
⊞ Solution Requirements	8	10	6

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SmartScore

Evaluate | Review | Select

Vendor: Axon Enterprise, Inc. | Journal Technologies, Inc. | Karpel Computer Systems, Inc.

Category, Section: All

BU, Scorer: Evaluator #9

Export Data | Check Consensus

Vendor Name	Axon Enterprise, Inc.			Journal Technologies, Inc.			Karpel Computer Systems, Inc.		
Criteria	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation	Weighted Score	# of Scorers	Max Variation
⊞ Overall Demonstration	150.0	1	0	190.0	1	0	170.0	1	0
⊞ Interview Questions	46.0	1	5	47.0	1	6	38.0	1	4
Total	196.0	1	145	237.0	1	186	208.0	1	166

Vendor Name	Axon Enterprise, Inc.	Journal Technologies, Inc.	Karpel Computer Systems, Inc.
Criterion	Evaluator #9	Evaluator #9	Evaluator #9
⊞ -	150	190	170
⊞ Data Migration, Conv…	5	5	4
⊞ Implementation Risk …	5	5	4
⊞ Implementation Role…	5	5	4
⊞ Product Roadmap	8	10	8
⊞ Reporting & Analytics	10	10	8
⊞ Solution Requirements	8	8	6

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Contract Summary Form

OC Expediter Requisition #: 1697328

Journal Technologies, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. Costs: Contract fees for this term is $13,427,939.

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

I. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Implementation, Maintenance and Support and Hosting Services of New Case Management System as set forth in Attachment A (Scope of Work), including as amended pursuant to Attachment G (Additional Modifications).

The Contractor accepts the specified compensation as set forth in this Contract as full payment for performing the Services and furnishing all staffing and materials described in Attachment A (Scope of Work) and in accordance with the Specifications and limitations set forth therein (e.g., limitations on the quantity of Document Templates to be implemented by Contractor), and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance (subject to Section VIII (Optional Work), below), for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. In the absence of an amendment to this Contract pursuant to Section 23 (Entire Contract) of the Contract, **County's Contract maximum obligation shall not exceed thirteen million four hundred twenty-seven thousand nine hundred thirty-nine dollars ($13,427,939) for the Term of the Contract (the "Contract Sum").**

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

Implementation Services: As set forth in Attachments B.1 (Fixed Implementation Services Charges) and B.2 (Implementation Services Milestones and Deliverables)

Recurring Fees for Software Licenses, Maintenance, Support and Hosting Services: As set forth in Attachment B.3 (Schedule of Recurring Fees)

III. **Price Increase/Decreases:** No price increases will be permitted during the term of this Contract except for (a) annual adjustments to the license, maintenance, support and hosting fees, with the first such annual increase effective no earlier than July 1, 2029 (the "**Price Escalator Start Date**") (for the avoidance of doubt, no annual adjustment shall apply retroactively to any period of Services prepaid by County), and provided that each such annual increase shall not exceed the lesser of (i) five percent (5%), or (ii) the percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index (CPI-U) since the last annual increase (or since the Effective Date of this Contract, for the first such increase) (the lesser of (i) and (ii), the "**Increase Cap**"); (b) adjustments to Contractor's hourly rates for services following Go Live, not more often than annually, and provided that the first such increase shall not occur prior to the Price Escalator Start Date and that the amount of each such increase shall not exceed the Increase Cap, and (c) increases resulting from County's request for additional licensed users, in each case provided that the pricing for such additional licensed users shall be consistent with the pricing under this Contract and shall not be at Contractor's standard fees.

IV. **Optional Work**: The pricing under this Contract is based on the Services and Specifications as set forth under this Contract, including as documented in Attachment D (System Functional and Technical Requirements) and in mutually approved deliverable expectation documents (DEDs) developed in connection with the implementation activities described in Attachment A (Scope of Work). In the event that County requires Contractor to provide tasks, activities, deliverables, software, or other services that differ materially from or exceed such Specifications, or are otherwise not included in the Services, and the provision of such services by Contractor will have a material impact on Contractor's costs under this Contract, then upon County's written request and approval, and pursuant to the applicable pricing terms set forth under this Contract, including under Attachment B.4 (Rate Card for Optional Work), and the other terms of this Contract, Contractor shall provide such services ("**Optional Work**") to the County in accordance with this Section VIII (Optional Work). The Optional Work to be provided by Contractor under this Section VIII (Optional Work) has been determined by County:

(A) to have a relation to the Services in that:

(i) they are logically and operationally related to the Services;

(ii) they provide operational and business efficiencies by being delivered by Contractor;

(iii) they are consistent with expertise and capabilities of the Contractor demonstrated to the County; or

(iv) they are appropriately managed after its completion as part of the Services; and

(B) to be in the best interests of the County by using a purchase order to cause the work to become part of the Services under this Contract.

Licensed Software, professional services, and other services may all be purchased as Optional Work in accordance with the terms set forth herein. Upon the Parties' execution of a work order, amendment, or other purchase order for Optional Work ("**Work Order**"), such Optional Work shall become part of and deemed included in the Services. Optional Work is subject to the Reserved Dollars and Contract Sum as set forth under this Attachment B (Payment/Compensation).

If County provides requirements requesting that Contractor perform any Optional Work, regardless of the line of business within Contractor or its related affiliates or subsidiaries from which the Optional Work will be provided, Contractor shall promptly and at no additional charge to County prepare an Optional Work proposal response in the form of a detailed Work Order as directed by County for County's consideration in accordance with the requirements of this Contract. Upon County's request, such Optional Work proposal response shall include: (A) a detailed project plan and a price estimate for the Optional Work; (B) a detailed breakdown of such price or estimate; (C) detailed input from Contractor as to the service level requirements and other Specifications for such Optional Work that can be utilized by County in connection with its further development and approval of the Optional Work; (D) a schedule for commencing and completing the Optional Work; and (G) such other items as County may request. If County accepts Contractor's proposal, the Parties will negotiate and mutually agree to a final Work Order and supporting documentation for such Optional Work. The pricing proposed by Contractor shall apply the pricing and labor rates set forth herein for the same or substantially similar resources and shall take into account the existing and future volume of business between County and Contractor. All Optional Work proposals must be finally approved by the County pursuant to an executed Work Order before any County obligation, liability, fee, cost, expense, or charge of any kind is established.

V. **Reserved Dollars**: The total amount to be paid by County under this Contract for all Optional Work cannot exceed the difference between (i) the Contract Sum, and (ii) the sum of all fees to be paid by County over the Term for the Services included under the Contract as of the Effective Date (the "**Reserved Dollars**"). The Reserved Dollars is the maximum amount that can be paid by County for Optional Work under this Contract, but is not a commitment by County to spend sums allocated under the Reserved Dollars. The Reserved Dollars can be increased only by an amendment approved by the County's Board of Supervisors in accordance with the terms of the Contract. The County OCDA's CIO (and his or her designees) have the full authority of County to act, in accordance with County policies, procedures, and guidelines and applicable laws, in all matters of governance, management, and administration of this Contract, and to take the actions, either personally or through her or his designee, to act on such matters requiring County approval that are set forth in this Contract, and to execute Work Orders for Optional Work under this Contract subject to the Reserved Dollars and Contract Sum.

VI. **Committed Optional Work Pricing:**

(1) **Custom Evidence.com Interface:** If County determines that Contractor's standard Evidence.com interface that is included in the Services as of the Effective Date does not meet County's needs, then County may elect to purchase a custom Evidence.com interface as Optional Work as described in this Section X(1) (Custom Evidence.com Interface). Upon County's election to purchase such custom Evidence.com interface, Contractor shall provide Services, including Licensed Software, System changes, and professional services, to design, build, implement, configure, deploy, maintain, support, and provide hosting for such interface pursuant to the pricing set forth in this Section X(1) (Custom Evidence.com Interface).

Services	Acceptance Criteria	Milestone	Target Milestone Completion Date	One-Time Fees (Optional Work Purchased During Implementation Project)	One-Time Fees (Optional Work Purchased After Implementation Project)	Recurring Fees
Custom Evidence.com Interface	▪ Contractor has designed, developed, and configured the interface. ▪ County and its partner agency have tested and validated that the interface is performing correctly per the specifications and data is accounted for. ▪ County has approved the completion of the Services.	a. Evidence.com Interface Requirements	TBD	$36,000	$36,000	N/A
		b. Evidence.com Interface Delivery	TBD	$9,000	$9,000	
		c. Evidence.com Interface Acceptance	TBD	$9,000	$15,000	
		d. Implementation Milestone #14 (Final Acceptance) as described in Attachment B.2 (Implementation Services Milestones and Deliverables)	7/7/2028	$6,000	N/A	
TOTAL				**$60,000**		

(2) Additional System Configuration: Upon County's election to purchase any of the items below in excess of the quantity limitations for such items set forth under Milestones 7, 8, 9, and 10 as described in Exhibit B.2 (Implementation Services Milestones and Deliverables), Contractor shall develop, implement, configure, and otherwise provide such items as part of the Services pursuant to pricing that shall not exceed the maximum amounts set forth in this Section X(2) (Additional System Configurations), unless otherwise agreed by the Parties, provided that Contractor may escalate whether any of the items in this Section X(2) (Additional System Configurations) should not be subject to the maximum amounts herein pursuant to Section 20 (Disputes – Contract) of the Contract. County may purchase any of the items in this Section X(2) (Additional System Configurations) individually, or collectively with other items in this Section X(2) (Additional System Configurations), and County may purchase any item under this Section X(2) (Additional System Configurations) one (1) or more times.

Services	One-Time Fees Not to Exceed	Recurring Fees
One (1) Business Process Workflow	$15,000	N/A
One (1) Document Template	$3,300	N/A
One (1) Search	$6,390	N/A
One (1) Report	$7,200	N/A

RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a risk assessment and determine proper insurance requirements when developing a contract. ***Please attach contract and prior Risk Management approval(s) if any****

DATE: 10/13/2025

TO: RiskMgmtInsurance@ocgov.com

FROM: Ruben Aguilar	(714) 834-3465	District Attorney
County Employee	Phone #	County Department

CONTRACT TYPE

☐ Commodities ☐ Public Works ☒ Services

☐ Lease/License ☐ A & E ☐ Other

Vendor Name: Journal Technologies, Inc.

IFB: ☐ Yes ☒ No Contract or RFP #: 026-2630601-RA Contract Amount: $13,427,939

Insurance Type to Reviewed for Waiver or Modification of Terms

☐ Commercial General Liability (CGL)	☐ Workers' Compensation (W/C) Employer's Liability	☐ Property Insurance
☐ Commercial Auto Liability (AL)		☒ Indemnification
☐ Professional Liab. (Errors & Omissions)	☐ Sexual Misconduct	☐ Limitation of Liability
☐ Network Security & Privacy Liab.	☐ Technology Error & Omissions	☐ High Risk
☐ Other:		

Request and Justification (add another page if necessary):

During the negotiation process, vendor included non-standard indemnification language which was reviewed and revised to fit best interest of the County which vendor accepted.

To Be Completed by CEO/Risk Management

☒ Approved ☐ Denied ☐ Approved as Modified

Comments

Indemnification was negotiated via outside DA legal and deemed to be acceptable.

CEO/Risk Management: DocuSigned by: Calvin Wong 19EE0532350D4B3... Date: 10/13/2025

Note: CEO Risk Management acts as an advisory to departments regarding risk assessment. Any changes to a contract requires a formal modification.

RECEIVED
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Revision to ASR and/or Attachments

Date: **10/28/2025**

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: **Leon J. Page, County Counsel**

Re: ASR Control #: 25-000775, Meeting Date 11/04/2025 , Item No. # S9C

Subject: Approve Illegal Encampments and Camping Ordinance

Explanation:

ASR 25-000775 requires an update to the Submitting Agency/Department section. The current ASR names the County Counsel. The Board Offices of Vice-Chair Katrina Foley and Supervisor Don Wagner have requested to submit this agenda item. Please replace the Submitting Agency/Department with Vice-Chair Foley and Supervisor Wagner.

☐ 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

Date: **October 27, 2025**

To: Clerk of the Board of Supervisors

From: **Leon J. Page, County Counsel**

Re: ASR Control #: 25-000775, Meeting Date 10/28/25 Agenda Item No. # 20

Subject: **Approve Illegal Encampments and Camping Ordinance**

☒ Request to continue Agenda Item No. # 20 to the November 4, 2025 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:

Revision to ASR and/or Attachments

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

Date: **10/15/2025**

To: Clerk of the Board of Supervisors

CC: County Executive Office Maguire Digitally signed by Michelle Aguirre Date: 2025.10.16 08:03:32 -07'00'

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

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))

Agenda Item

AGENDA STAFF REPORT

ASR Control 25-000775

MEETING DATE:	10/28/25
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Counsel (Approved)
DEPARTMENT CONTACT PERSON(S):	Leon J.Page (714) 834-3300
	Nicole M. Walsh (714) 834-3300

SUBJECT: Approve Illegal Encampments and Camping Ordinance

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	Approved Ordinance to Form	Discussion 3 Votes Board Majority

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

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

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Read the title of the Ordinance.
2. Order further reading of the Ordinance be waived.
3. Consider the matter.
4. Direct Ordinance be placed on agenda of the next regularly scheduled Board meeting for adoption.
5. At the next regularly scheduled meeting, consider the matter, and adopt the Ordinance.

SUMMARY:

Approval of the Illegal Encampments and Camping Ordinance, which includes amendments to the County Parks, Beaches and Recreational Code, will add sections to prohibit unpermitted encampments and camping on public property and will conform existing camping provisions to the new sections.

BACKGROUND INFORMATION:

Currently, the Orange County Codified Ordinances (OCCO) do not include a generally applicable ordinance prohibiting encampments or camping on public property. However, the OCCO do contain regulations relating to camping in County-owned harbors, beaches, and parks. Following the issuance of the Ninth Circuit decision in *Martin v. City of Boise*, 920 F.3 584 (9th Cir. 2019), local ordinances prohibiting sleeping on public property were subject to challenge as unconstitutional under the Eighth Amendment.

However, on June 28, 2024, in *City of Grants Pass v. Gloria Johnson*, 601 U.S. 132 (2024), the United States Supreme Court issued its opinion overturning *Martin v. City of Boise*. In the opinion, the Supreme Court held that the enforcement of generally applicable laws regulating camping on public property does not constitute "cruel and unusual punishment" prohibited by the Eighth Amendment.

While the *Grants Pass* case was pending before the Supreme Court, the County remained bound by the Settlement Agreement in *Orange County Catholic Worker, et al. v. County of Orange, et al*. (USDC Case No. 8:18-cv-00155-DOC). The Settlement Agreement provided a useful framework for the efficient resolution of legal disputes over shelter placements and/or services offered to people experiencing homelessness and specified conditions for the enforcement of camping, loitering, and trespass ordinances. In August 2025, upon stipulation of the parties, the District Court extended through July 25, 2027, the Settlement Agreement's provisions relating to the resolution of disputes regarding shelter conditions. Other provisions in the Settlement Agreement expired. Consistent with the decision in *Grants Pass*, the extended Settlement Agreement no longer limits the enforcement of camping, loitering, and trespass statutes or ordinances by the Orange County Sheriff's Department (OCSD).

Consistent with *Grants Pass*, the proposed ordinance prohibits camping and encampments, as defined, on public and Orange County Flood Control District (OCFCD) property. The proposed ordinance allows for civil and criminal enforcement measures and makes violations punishable as a misdemeanor. Notably, the enforcement measures can be initiated without enforcement officers first providing a warning or prior notice to an individual suspected of violating the ordinance. Since the ruling in *Grants Pass*, many Orange County cities have adopted similar ordinances, including, but not limited to, the cities of Santa Ana, Irvine, Fullerton, Garden Grove, San Clemente, and Newport Beach.

In May 2025, Governor Newsom released a model ordinance addressing encampments (Model Ordinance) for use by cities and counties and urged its adoption with modifications appropriate to fit each jurisdiction. (See Attachment A.) In conjunction with this release, the State advised that seventh round Homeless Housing, Assistance and Prevention (HHAP) Grant Program funding would likely be contingent upon jurisdictions adopting ordinances to address camping and encampments.

In addition, President Trump's July 26, 2025, Executive Order, "Ending Crime and Disorder on America's Streets," states in relevant part: "Sec. 3. Fighting Vagrancy on America's Streets. (a) The Attorney General, the Secretary of Health and Human Services, the Secretary of Housing and Urban Development, and the Secretary of Transportation shall take immediate steps to assess their discretionary grant programs and determine whether *priority* for those grants may be given to grantees in States and municipalities that actively meet the below criteria, to the maximum extent permitted by law . . . . (ii) *enforce prohibitions on urban camping and loitering*." (emphasis added).

While the proposed ordinance allows law enforcement to take action to deter illegal encampments and camping on public property, the County continues to invest significant resources to create a responsive System of Care and Homeless Response System that provides services and solutions to people experiencing homelessness. For example, the County is currently operating the Homelessness Prevention and Stabilization Pilot Program which provides financial assistance for the payment of rental arrears and supportive services to support households in remaining stably housed. The County owns and operates two emergency shelter programs with a 625 beds capacity, including the Yale Navigation Center in Santa Ana and Bridges at Kraemer Place in Anaheim. Additionally, the County provides funding to more than a dozen other emergency shelters throughout the County that serve individuals, families, survivors of domestic violence and transitional aged youth. OC Outreach & Engagement serves as the County's outreach team to canvass the community and connect people experiencing homelessness to available housing and supportive services. In addition, the Health Care Agency and Social Services Agency provide a wide variety of programming, resources, benefits, and services to people both at risk of and experiencing homelessness with the goal of providing housing stability.

The proposed ordinance would establish a clear, enforceable and legally compliant framework to address camping and encampments on public and OCFCD property. The ordinance supports the County's broader homelessness response strategy by adopting public safety priorities to work alongside service-oriented solutions to assist those in need while ensuring that public spaces remain safe and accessible for all.

Adoption of provisions prohibiting camping on County and OCFCD property and amendments to the Parks ordinances concerning camping to conform to the new provisions will facilitate the County's receipt of State and Federal funding and grants and will support the County's public safety and homelessness goals.

CEQA COMPLIANCE:

This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Orange County Public Works
Orange County Sheriff's Department
OC Community Resources/OC Parks

ATTACHMENT(S):

Attachment A – May 2025 Office of the Governor Model Ordinance
Attachment B – Proposed Illegal Encampments and Camping Ordinance and Amendments to Parks Code (Redline)
Attachment C – Illegal Encampments and Camping Ordinance and Amendments to Parks Code
Attachment D – Orange County Codified Ordinance Sections 1-1-34, et. seq. and 1-1-40, et. seq.

OFFICE OF THE GOVERNOR

Model Ordinance: Addressing Encampments with Urgency and Dignity

After the Supreme Court's decision in Grants Pass v. Johnson clarified that officials can take reasonable actions to clear encampments, the Governor signed Executive Order N-1-24, which directed state agencies to develop policies to prioritize addressing encampments on state property while providing reasonable advance notice and partnering with shelter and services providers. That Executive Order also encouraged local governments to adopt similar policies, and to use all available resources and infrastructure, including the historic resources provided by the State, to take urgent action to humanely remove encampments from public spaces. And the Governor directed the California Interagency Council on Homelessness to create guidance, published here, for local governments to follow in creating and implementing those programs.

This model ordinance is intended to provide a starting point that jurisdictions may build from and adjust in creating their own policies. It draws from the state's proven and workable approach — an approach that, between July 2021 and May 2025, has cleared more than 16,000 encampments and over 311,873 cubic yards of debris from sites along the state right of way. These results demonstrate that the policy is both effective and scalable, offering a sound, adoptable framework for jurisdictions to resolve encampments with urgency and dignity.

This model ordinance is not intended to be comprehensive or to impose a one-size-fits-all approach for every city. Tailoring is expected and appropriate to account for local differences and priorities. For example, a jurisdiction may choose to restrict camping at all times in certain sensitive locations, such as near schools; limit camping to no more than one night in the same location; or require a longer notice period before removal. While specific policies may vary, all local approaches should reflect three basic principles embodied in this model:

- No person should face criminal punishment for sleeping outside when they have nowhere else to go. Policies that prohibit individuals from sleeping outside anywhere in the jurisdiction without offering adequate indoor shelter, effectively banishing homeless individuals from the jurisdiction's borders, are both inhumane and impose externalities on neighboring jurisdictions, which must face the costs and challenges of an increased unsheltered homeless population.
- Encampment policies must prioritize shelter and services and ensure that people experiencing homelessness and their belongings are treated with respect.
- Policies must not unduly limit local authority to clear encampments. Officials must be able to enforce common-sense policies to protect the health and safety of their residents and maintain their public spaces. When officials lack appropriate tools, encampments persist, endangering the health and safety of those living in and alongside them.

There is no compassion in abandoning Californians to the dangers and indignities of encampments. Encampments pose a serious public safety risk, often causing fires and exposing encampment residents to increased risk of sexual violence and criminal activity, to property damage and break-ins, and unsanitary conditions affecting both residents and neighbors. And they dampen and deter both commercial and recreational activity through the accumulation of hazardous material and excessive debris, harming downtowns and depriving Californians of their public spaces. Large encampments and those with semi-permanent structures exacerbate and perpetuate these harms. Every local government must have a plan to address them.

Model Ordinance [For Local Customization]

Section XX1. Encampments

Unless authorized by permit or other applicable law, it is unlawful:

(a) To construct, place, or maintain on public property any semi-permanent structure, including but not limited to hand-built sheds and structures with metal or other heavy roofing and siding materials, for the purpose of sheltering one or more persons.

(b) To camp on public property, including but not limited to using, placing or maintaining a tent, sleeping bag, blanket, or other materials for the purpose of sleeping, lying, or sheltering one or more persons for more than three consecutive days or nights in the same location. For purposes this section, the same location shall mean within 200 feet of the location in which the person camped on the previous day or night.

(c) To camp within 200 feet of any posted notice to vacate or other official signage designating a location for encampment clearance or otherwise prohibiting sitting, sleeping, lying, camping, or placing personal property in that location.

(d) To sit, sleep, lie, or camp on any public street, road, or bike path, or on any sidewalk in a manner that impedes passage within the meaning of the American Disabilities Act.

Section XX2. Enforcement

(a) Except in exigent circumstances involving an imminent threat to life, safety, health, or infrastructure, each of the following shall be satisfied prior to the enforcement of section XX1:

(i) City officials, or any agent acting on their behalf, shall make every reasonable effort to identify and offer shelter at an emergency shelter, navigation center, or other appropriate housing, and to offer supportive services, to persons living in the encampment.

(ii) City officials, or any agent acting on their behalf, shall post a notice to vacate in a prominent location at the encampment site at least 48 hours prior to the enforcement action. That notice shall include, at a minimum:

(1) The anticipated date and time of the enforcement action

(2) Information on services, including shelter, that are immediately available to persons living in the encampment

(3) Information on how unattended belongings will be handled the day of the enforcement action, including what will be stored, how they can be recovered, and the date by which they must be claimed.

(iii) No enforcement operations shall begin earlier than the date and time on the notice to vacate. If the enforcement work does not begin within two days of the date written on the notice, a new notice must be posted a minimum of 48 hours before enforcement operations may begin.

(b) Where exigent circumstances require less than 48 hours' notice prior to enforcement of section XX1:

(i) City officials, or any agent acting on their behalf, shall provide as much advance notice of enforcement as reasonably possible under the circumstances; and

(ii) As soon as reasonably possible following enforcement action, city officials or any agent acting on their behalf shall post notice at or near the encampment site describing where items taken during the enforcement action are stored, how they can be recovered, and the date by which they must be claimed.

(c) Personal belongings collected at the encampment site that are not a health or safety hazard shall be collected, tagged, and stored for not less than 60 days following an enforcement action.

(i) "Personal belongings" includes:

(1) items of apparent value of $50 or more

(2) items of apparent personal value, including, but not limited to: eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment, habitable tents, personal papers (such as photographs, albums, ID's, bank statements, and legal papers), backpacks, containers, and operational bicycles, scooters, and strollers.

(ii) Items that constitute a health and safety risk and will not be collected include, but are not limited to:

(1) Toxic sharps: needles, scissors, knives.

(2) Chemicals: bleach, paint, oils, etc.

(3) Items (including bedding and clothing) soiled by infectious materials, including human waste and bodily fluids.

(4) Moldy, mildewed items.
(5) Items that may be infested by rodents and insects: rats, mice, fleas, lice, bed bugs.
(6) Items that pose a risk of fire or explosion, combustibles and propane tanks; any item containing fuel or corrosives or other unidentified liquids.
(7) Backpacks and closed containers that have been determined by an individual licensed to identify and handle hazardous materials to contain items listed in (1)-(6) above or (iii) below. Such backpacks and closed containers may be discarded where no individual licensed in hazardous materials is present to make a determination.
(8) If personal belongings are co-mingled or littered with needles, human waste, or other health risks, the entire pile of belongings may be disposed of. The presence of clothing in a backpack or container shall not be the sole reason to discard the backpack or container.

(iii) Bulky items such as mattresses and sheds, perishable items such as food, controlled substances, contraband, and trash or debris will not be collected and stored. Contraband and controlled substances should be handled by trained professionals and consistent with applicable law.

(d) Nothing in this section shall be construed to limit or prohibit city officials from enforcing any other city or state laws, including, but not limited to, laws governing use of controlled substances or weapons, fire codes, and public nuisance laws.

Section XX3. Regulations

(a) The [*relevant department or agency*] shall issue regulations or guidelines necessary to aid in the implementation or enforcement of this chapter.

New text is underlined and deletions are in ~~strike through~~.

Add Division 21 to Title 3. Illegal Encampments and Camping on Public Property.

Sec. 3-21-1. Purpose.

(a) Public property within the unincorporated County should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes and/or for storage of personal property interferes with the rights of others to use the areas for which they were intended. The purpose of this chapter is to maintain property in blight-free conditions to secure access for all members of the public to public property, and to ensure that public property is used for its intended purposes and remains accessible to all citizens and visitors to the unincorporated areas of the County.

(b) When large amounts of personal property are left unattended on public property throughout unincorporated areas of the County, it creates blight, obstructs the public rights-of-way, interferes with access to public property and to businesses, and thus negatively affects quality of life, and negatively affects the profitable operation of such businesses.

Sec. 3-21-2. Definitions.

For purposes of this Division, the words and phrases defined herein shall be construed in accordance with the following definitions:

Abandoned Personal Property means unattended, but not stored, personal property that by its condition of damage, deterioration, disrepair, non-use, obsolescence, or location causes any reasonable person to conclude that the owner has permanently relinquished all right, title, claim and possession thereto. In determining whether property is abandoned, enforcement officers shall, erring on the side of caution, evaluate the facts and circumstances surrounding the item(s), including whether the personal property is unattended and lacks objective signs of abandonment. Examples of objective signs of abandonment include, but are not limited to, items located in gutters, placed adjacent to trash receptacles, an empty and/or broken tent sitting by itself on a sidewalk with no other belongings, or a bag of clothes that is open and strewn across a sidewalk.

Camp means to pitch or occupy camp facilities, to use any public property, as defined herein, for living accommodation or habitation purposes such as sleeping activities, or making preparations to sleep, including the laying down of bedding for purposes of sleeping, or to use or store camp paraphernalia for purposes of living accommodation or habitation purposes.

Camp Facilities include, but are not limited to, tents, huts or other temporary shelters of any kind, extra clothing, personal hygiene items, and/or shopping carts, strollers, wheeled suitcases or similar mobile containers used to transport and/or store other camp paraphernalia items.

Camp Paraphernalia includes, but is not limited to, tarpaulins, umbrellas, cots, beds, bedding, sleeping bags, hammocks, cooking facilities, kitchen utensils, camping stoves, portable barbeques and similar equipment, extra clothing, personal hygiene items, and/or shopping carts, strollers, wheeled suitcases or similar mobile containers used to transport and/or store other items of camp paraphernalia.

Encampment means a temporary living area established by individuals. These areas often feature built structures and personal belongings, in addition to camp paraphernalia, and can be a source of public health and safety concerns. An encampment encompasses the definition of camp but applies to more than one individual pitching or occupying camp facilities on public property.

Enforcement officer is defined in Section 1-1-40.2(d).

Essential personal property means tents, tarpaulins, bedding, blankets, sleeping bags, bicycles, trailers, carts, clothing, identification, medical papers or devices, medications, personal items (e.g., photographs and documents) and items necessary to acquire assistance for, or achieve, instrumental activities of daily living. Essential personal property does not include any items intended for commercial purposes, such as items, consumable or otherwise, for sale, trade, barter, or in consideration of donations.

Non-Essential Personal Property means all items other than essential personal property.

Personal Property means any tangible property other than land that may be subject to ownership. Personal property includes essential and non-essential personal property.

Public Property means and includes, but is not limited to, any street, sidewalk, building, grounds, lot, parcel, open space area, park, plaza, or parking lot owned, operated and/or maintained by the County.

Public Street means and includes, but is not limited to, any street, road, highway, alley, sidewalk, parkway, bridge, culvert, drain, and other such facilities owned, operated, and/or maintained by the County.

Sidewalk means the portion of the public right-of-way between the curb line of any County owned, operated and/or maintained street, road, highway, bicycle lane, or other thoroughfare designed for vehicular travel, and the adjacent property line, whether or not that area is paved.

Store means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location. Stored personal property does not include abandoned personal property.

Stored Personal Property means personal property, other than abandoned personal property, that is accompanied by signs of ownership, such as packing, stacking, or organizing.

Unattended means no person is present with the personal property who asserts or claims ownership of the personal property.

Sec. 3-21-3. Prohibited Encampments, Camping, and Storage of Non-Essential Personal Property.

Unless authorized by permit or other applicable law, it is unlawful:

(a) To construct, place, or maintain on public property any semi-permanent structure, including but not limited to hand-built sheds and structures with metal or other heavy roofing and siding materials, for the purpose of sheltering one or more persons.
(b) To camp on public property, including but not limited to using, placing or maintaining a tent, sleeping bag, blanket, or other materials for the purpose of sleeping, lying, or sheltering one or more persons in the same location. For purposes this section, the same

location shall mean within 500 feet of the location in which the person camped on the previous day or night.

(c) To camp within 500 feet of any posted notice to vacate or other official signage designating a location for encampment clearance or otherwise prohibiting sitting, sleeping, lying, camping, or placing personal property in that location.

(d) To sit, sleep, lie, or camp on any public street, road, bike path, public parking lot, restricted area, or on any sidewalk.

(e) To store any non-essential personal property on any Public Property or on any sidewalk in a manner that impedes passage within the meaning of the American Disabilities Act.

1. It shall not be a violation of subsection (e) to: (1) store property in accordance with a County issued permit; (2) store property as part of activities expressly authorized by the County; (3) store property for authorized County, public utility, or government agency purposes.

Sec. 3-21-4. Violations, Enforcement, and Penalties.

(a) Any violations of the provisions of this Division are unlawful and subject to the enforcement remedies pursuant to Sections 1-1-34 through1-1-39 and 1-1-40, *et. seq.* of this Code and any other means provided by law.

Sec. 3-21-5. Severability.

If any section, paragraph, sentence, clause, phrase or portion of this Division is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have adopted this article irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the article be enforced.

Add Division 3 to Title 9. Illegal Encampments and Camping on Flood Control District Property.

Sec. 9-3-10. Purpose.

(a) The use of District property for camping purposes and/or for storage of personal property interferes with the lawful purposes and operations of the District. The purpose of this chapter is to maintain District property in blight-free conditions, to secure access for flood control purposes, and to ensure that District property is used for its intended purposes.

(b) When large amounts of personal property are being left unattended on District property, it creates blight, obstructs District property, interferes with access to and maintenance of District property and thus, affects the use of District property for its intended purposes.

Sec. 9-3-20. Definitions.

For purposes of this Division, the words and phrases defined herein shall be construed in accordance with the following definitions and those contained in Title 9, Section 9-2-20.

Abandoned Personal Property means unattended, but not stored, personal property that by its condition of damage, deterioration, disrepair, non-use, obsolescence, or location causes any reasonable person to conclude that the owner has permanently relinquished all right, title, claim and possession thereto. In determining whether property is abandoned, enforcement officers shall, erring on the side of caution, evaluate the facts and circumstances surrounding the item(s), including whether the personal property is unattended and lacks objective signs of abandonment. Examples of objective signs of abandonment include, but are not limited to, items located in gutters, placed adjacent to trash receptacles, an empty and/or broken tent sitting by itself on a sidewalk with no other belongings, or a bag of clothes that is open and strewn across a sidewalk.

Camp means to pitch or occupy camp facilities, to use any District property for living accommodation or habitation purposes such as sleeping activities, or making preparations to sleep, including the laying down of bedding for purposes of sleeping, even in the absence of camp facilities, or to use or store camp paraphernalia for purposes of living accommodation or habitation purposes.

Camp Facilities include, but are not limited to, tents, huts or other temporary shelters of any kind, extra clothing, personal hygiene items, and/or shopping carts, strollers, wheeled suitcases or similar mobile containers used to transport and/or store other camp paraphernalia items.

Camp Paraphernalia includes, but is not limited to, tarpaulins, umbrellas, cots, beds, bedding, sleeping bags, hammocks, cooking facilities, kitchen utensils, camping stoves, portable barbeques and similar equipment, extra clothing, personal hygiene items, and/or shopping carts, strollers, wheeled suitcases or similar mobile containers used to transport and/or store other items of camp paraphernalia.

Enforcement Officer is defined in Section 1-1-40.2(d).

Essential Personal Property means tents, tarpaulins, bedding, blankets, sleeping bags, bicycles,

trailers, carts, clothing, identification, medical papers or devices, medications, personal items (e.g., photographs and documents) and items necessary to acquire assistance for, or achieve, instrumental activities of daily living. Essential personal property does not include any items intended for commercial purposes, such as items, consumable or otherwise, for sale, trade, barter, or in consideration of donations.

District Property means all or any part of the entire width of right-of-way of a District flood control channel, whether or not such entire area is actually utilized for flood control purposes and also includes, but is not limited to vacant parcels, basins, dams, and access roads, whether owned by District in fee or by easement, grant, indenture, or other legal document. "District property" is further defined as an area or interest identifying District ownership as shown on: County Assessor's parcel map; official record of survey; District right-of-way map; or deed recorded with a County Recorder.

Encampment means a temporary living area established by individuals on District property or any public property. These areas often feature built structures and personal belongings, including but not limited to camp paraphernalia, and can be a source of public health and safety concerns. An encampment encompasses the definition of camp but applies to more than one individual pitching or occupying camp facilities on public District property.

Non-Essential Personal Property means all items other than essential personal property.

Personal Property means any tangible property other than land that may be subject to ownership. Personal property includes essential and non-essential personal property.

Store means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location. Stored personal property does not include abandoned personal property.

Stored Personal Property means personal property, other than abandoned personal property, that is accompanied by signs of ownership, such as packing, stacking, or organizing.

Unattended means no person is present with the personal property who asserts or claims ownership of the personal property.

Sec. 9-3-30. Prohibited Encampments, Camping, and Storage of Non-Essential Personal Property.

Unless authorized by permit or other applicable law, it is unlawful:

(a) To construct, place, or maintain on District Property any semi-permanent structure, including but not limited to hand-built sheds and structures with metal or other heavy roofing and siding materials, for the purpose of sheltering one or more persons.
(b) To illegally camp on District Property, including but not limited to using, placing, or maintaining a tent, sleeping bag, blanket, or other materials for the purpose of sleeping, lying, or sheltering one or more persons in the same location. For purposes this section, the same location shall mean within 500 feet of the location in which the person camped on the previous day or night.

(c) To illegally camp within 500 feet of any posted notice to vacate or other official signage designating a location for encampment clearance or otherwise prohibiting sitting, sleeping, lying, camping, or placing Personal Property in that location.

(d) To sit, sleep, lie, or camp on any District Property in a manner that impedes access to District facilities and/or impedes or interferes with the operation of District facilities.

(e) To store any Non-Essential Personal Property on District Property.

1. It shall not be a violation of subsection (e) to: (1) store property in accordance with a District or County issued permit; (2) store property as part of activities expressly authorized by the County or District; (3) store property for authorized County, District, public utility, or government agency purposes.

Sec. 9-3-40. Violations, Enforcement, and Penalties.

(a) Any violations of the provisions of this Division are unlawful and subject to the enforcement remedies pursuant to Sections 1-1-34 through1-1-39 and 1-1-40, *et. seq.* of this Code and any other means provided by law.

Sec. 9-3-50. Severability.

If any section, paragraph, sentence, clause, phrase or portion of this Division is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have adopted this article irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the article be enforced.

Amend Division 5 of Title 2. Parks, Beaches and Recreational Areas.

Sec. 2-5-17. Camping; encampments; occupancy of camp facilities; use of camp paraphernalia, storage of personal property; payment of fees required.

(a) As it relates to camping, camp facilities, and camp paraphernalia, as defined in this division, in designated areas:

(1) It shall be unlawful for any person to camp, occupy camp facilities, use camp paraphernalia, or store personal property in a recreational area, except in an area designated for such purposes without paying fees established for such purposes by resolution of the Board of Supervisors. Each adult seeking to use designated areas for such purposes will be required to present a current form of identification upon payment of fees.

(2) No person shall camp, occupy camp facilities, use camp paraphernalia or store personal property in a recreational area in excess of the period prescribed by resolution of the Board of Supervisors.

(3) In addition to the other penalties provided herein, violation of this section shall subject the violator to suspension of camping privileges, loss of prepaid fees and eviction from the recreational area.

(4) Any property left in a recreational area after it closes, except personal property left in designated areas by persons having paid established fees thereof, shall be removed or impounded by the Director or his/her agents in accordance with the procedures set forth in Title 3, Division 21, Section 6.

(b) If an unauthorized individual remains within any park, beach, or recreational area as defined in this division outside of the established operational hours, County officials or any agent acting on their behalf, or law enforcement, will advise the individual that they may move to any public area outside the park property. If the individual does not then leave the park property after receiving both a warning and a reasonable opportunity to gather his or her belongings, law enforcement may issue a citation or arrest the individual, as appropriate.

ORDINANCE NO. _____

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

WHEREAS, public property within the unincorporated County should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes interferes with the rights of others to use the areas for which they were intended; and

WHEREAS, the County desires to maintain County and Orange County Flood Control District ("District") property in a blight-free condition to secure access to public property and to ensure that public property is used for its intended purposes and remains accessible to all citizens and visitors to the unincorporated areas of the County; and

WHEREAS, the use of Orange County Flood Control District ("District") property for camping purposes interferes with the lawful purposes and operations of the District.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE DOES ORDAIN AS FOLLOWS:

SECTION 1. The Board of Supervisors adds, with Exhibit 1 hereto, Orange County Codified Ordinances Sections 3-21-1 through 3-21-5 and 9-3-10 through 9-3-50 and amends Orange County Codified Ordinance Section 2-5-17.

SECTION 2. If any portion of the Ordinance, or the application of any such provision to any person or circumstance, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, of the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

SECTION 3. This Ordinance shall take effect and be in full force thirty (30) days from and after its passage, and before the expiration of fifteen (15) days after the passage thereof shall be published once in an adjudicated newspaper in the County of Orange.

Exhibit 1

Add Division 21 to Title 3. Illegal Encampments and Camping on Public Property.

Sec. 3-21-1. Purpose.

(a) Public property within the unincorporated County should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes and/or for storage of personal property interferes with the rights of others to use the areas for which they were intended. The purpose of this chapter is to maintain property in blight-free conditions to secure access for all members of the public to public property, and to ensure that public property is used for its intended purposes and remains accessible to all citizens and visitors to the unincorporated areas of the County.

(b) When large amounts of personal property are left unattended on public property throughout unincorporated areas of the County, it creates blight, obstructs the public rights-of-way, interferes with access to public property and to businesses, and thus negatively affects quality of life, and negatively affects the profitable operation of such businesses.

Sec. 3-21-2. Definitions.

For purposes of this Division, the words and phrases defined herein shall be construed in accordance with the following definitions:

Abandoned Personal Property means unattended, but not stored, personal property that by its condition of damage, deterioration, disrepair, non-use, obsolescence, or location causes any reasonable person to conclude that the owner has permanently relinquished all right, title, claim and possession thereto. In determining whether property is abandoned, enforcement officers shall, erring on the side of caution, evaluate the facts and circumstances surrounding the item(s), including whether the personal property is unattended and lacks objective signs of abandonment. Examples of objective signs of abandonment include, but are not limited to, items located in gutters, placed adjacent to trash receptacles, an empty and/or broken tent sitting by itself on a sidewalk with no other belongings, or a bag of clothes that is open and strewn across a sidewalk.

Camp means to pitch or occupy camp facilities, to use any public property, as defined herein, for living accommodation or habitation purposes such as sleeping activities, or making preparations to sleep, including the laying down of bedding for purposes of sleeping, or to use or store camp paraphernalia for purposes of living accommodation or habitation purposes.

Camp Facilities include, but are not limited to, tents, huts or other temporary shelters of any kind, extra clothing, personal hygiene items, and/or shopping carts, strollers, wheeled suitcases or similar mobile containers used to transport and/or store other camp paraphernalia items.

Camp Paraphernalia includes, but is not limited to, tarpaulins, umbrellas, cots, beds, bedding, sleeping bags, hammocks, cooking facilities, kitchen utensils, camping stoves, portable barbeques and similar equipment, extra clothing, personal hygiene items, and/or shopping carts,

strollers, wheeled suitcases or similar mobile containers used to transport and/or store other items of camp paraphernalia.

Encampment means a temporary living area established by individuals. These areas often feature built structures and personal belongings, in addition to camp paraphernalia, and can be a source of public health and safety concerns. An encampment encompasses the definition of camp but applies to more than one individual pitching or occupying camp facilities on public property.

Enforcement officer is defined in Section 1-1-40.2(d).

Essential personal property means tents, tarpaulins, bedding, blankets, sleeping bags, bicycles, trailers, carts, clothing, identification, medical papers or devices, medications, personal items (e.g., photographs and documents) and items necessary to acquire assistance for, or achieve, instrumental activities of daily living. Essential personal property does not include any items intended for commercial purposes, such as items, consumable or otherwise, for sale, trade, barter, or in consideration of donations.

Non-Essential Personal Property means all items other than essential personal property.

Personal Property means any tangible property other than land that may be subject to ownership. Personal property includes essential and non-essential personal property.

Public Property means and includes, but is not limited to, any street, sidewalk, building, grounds, lot, parcel, open space area, park, plaza, or parking lot owned, operated and/or maintained by the County.

Public Street means and includes, but is not limited to, any street, road, highway, alley, sidewalk, parkway, bridge, culvert, drain, and other such facilities owned, operated, and/or maintained by the County.

Sidewalk means the portion of the public right-of-way between the curb line of any County owned, operated and/or maintained street, road, highway, bicycle lane, or other thoroughfare designed for vehicular travel, and the adjacent property line, whether or not that area is paved.

Store means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location. Stored personal property does not include abandoned personal property.

Stored Personal Property means personal property, other than abandoned personal property, that is accompanied by signs of ownership, such as packing, stacking, or organizing.

Unattended means no person is present with the personal property who asserts or claims ownership of the personal property.

Sec. 3-21-3. Prohibited Encampments, Camping, and Storage of Non-Essential Personal Property.

Unless authorized by permit or other applicable law, it is unlawful:

(a) To construct, place, or maintain on public property any semi-permanent structure, including but not limited to hand-built sheds and structures with metal or other heavy roofing and siding materials, for the purpose of sheltering one or more persons.

(b) To camp on public property, including but not limited to using, placing or maintaining a tent, sleeping bag, blanket, or other materials for the purpose of sleeping, lying, or sheltering one or more persons in the same location. For purposes of this section, the same location shall mean within 500 feet of the location in which the person camped on the previous day or night.
(c) To camp within 500 feet of any posted notice to vacate or other official signage designating a location for encampment clearance or otherwise prohibiting sitting, sleeping, lying, camping, or placing personal property in that location.
(d) To sit, sleep, lie, or camp on any public street, road, bike path, public parking lot, restricted area, or on any sidewalk.
(e) To store any non-essential personal property on any Public Property or on any sidewalk in a manner that impedes passage within the meaning of the American Disabilities Act.
    1. It shall not be a violation of subsection (e) to: (1) store property in accordance with a County issued permit; (2) store property as part of activities expressly authorized by the County; (3) store property for authorized County, public utility, or government agency purposes.

Sec. 3-21-4. Violations, Enforcement, and Penalties.

(a) Any violations of the provisions of this Division are unlawful and subject to the enforcement remedies pursuant to Sections 1-1-34 through1-1-39 and 1-1-40, *et. seq.* of this Code and any other means provided by law.

Sec. 3-21-5. Severability.

If any section, paragraph, sentence, clause, phrase or portion of this Division is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have adopted this article irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the article be enforced.

Add Division 3 to Title 9. Illegal Encampments and Camping on Flood Control District Property.

Sec. 9-3-10. Purpose.

(a) The use of District property for camping purposes and/or for storage of personal property interferes with the lawful purposes and operations of the District. The purpose of this chapter is to maintain District property in blight-free conditions, to secure access for flood control purposes, and to ensure that District property is used for its intended purposes.

(b) When large amounts of personal property are being left unattended on District property, it creates blight, obstructs District property, interferes with access to and maintenance of District property and thus, affects the use of District property for its intended purposes.

Sec. 9-3-20. Definitions.

For purposes of this Division, the words and phrases defined herein shall be construed in accordance with the following definitions and those contained in Title 9, Section 9-2-20.

Abandoned Personal Property means unattended, but not stored, personal property that by its condition of damage, deterioration, disrepair, non-use, obsolescence, or location causes any reasonable person to conclude that the owner has permanently relinquished all right, title, claim and possession thereto. In determining whether property is abandoned, enforcement officers shall, erring on the side of caution, evaluate the facts and circumstances surrounding the item(s), including whether the personal property is unattended and lacks objective signs of abandonment. Examples of objective signs of abandonment include, but are not limited to, items located in gutters, placed adjacent to trash receptacles, an empty and/or broken tent sitting by itself on a sidewalk with no other belongings, or a bag of clothes that is open and strewn across a sidewalk.

Camp means to pitch or occupy camp facilities, to use any District property for living accommodation or habitation purposes such as sleeping activities, or making preparations to sleep, including the laying down of bedding for purposes of sleeping, even in the absence of camp facilities, or to use or store camp paraphernalia for purposes of living accommodation or habitation purposes.

Camp Facilities include, but are not limited to, tents, huts or other temporary shelters of any kind, extra clothing, personal hygiene items, and/or shopping carts, strollers, wheeled suitcases or similar mobile containers used to transport and/or store other camp paraphernalia items.

Camp Paraphernalia includes, but is not limited to, tarpaulins, umbrellas, cots, beds, bedding, sleeping bags, hammocks, cooking facilities, kitchen utensils, camping stoves, portable barbeques and similar equipment, extra clothing, personal hygiene items, and/or shopping carts, strollers, wheeled suitcases or similar mobile containers used to transport and/or store other items of camp paraphernalia.

Enforcement Officer is defined in Section 1-1-40.2(d).

Essential Personal Property means tents, tarpaulins, bedding, blankets, sleeping bags, bicycles, trailers, carts, clothing, identification, medical papers or devices, medications, personal items (e.g., photographs and documents) and items necessary to acquire assistance for, or achieve, instrumental activities of daily living. Essential personal property does not include any items intended for commercial purposes, such as items, consumable or otherwise, for sale, trade, barter, or in consideration of donations.

District Property means all or any part of the entire width of right-of-way of a District flood control channel, whether or not such entire area is actually utilized for flood control purposes and also includes, but is not limited to vacant parcels, basins, dams, and access roads, whether owned by District in fee or by easement, grant, indenture, or other legal document. "District property" is further defined as an area or interest identifying District ownership as shown on:

County Assessor's parcel map; official record of survey; District right-of-way map; or deed recorded with a County Recorder.

Encampment means a temporary living area established by individuals on District property or any public property. These areas often feature built structures and personal belongings, including but not limited to camp paraphernalia, and can be a source of public health and safety concerns. An encampment encompasses the definition of camp but applies to more than one individual pitching or occupying camp facilities on public District property.

Non-Essential Personal Property means all items other than essential personal property.

Personal Property means any tangible property other than land that may be subject to ownership. Personal property includes essential and non-essential personal property.

Store means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location. Stored personal property does not include abandoned personal property.

Stored Personal Property means personal property, other than abandoned personal property, that is accompanied by signs of ownership, such as packing, stacking, or organizing.

Unattended means no person is present with the personal property who asserts or claims ownership of the personal property.

Sec. 9-3-30. Prohibited Encampments, Camping, and Storage of Non-Essential Personal Property.

Unless authorized by permit or other applicable law, it is unlawful:

(a) To construct, place, or maintain on District Property any semi-permanent structure, including but not limited to hand-built sheds and structures with metal or other heavy roofing and siding materials, for the purpose of sheltering one or more persons.
(b) To illegally camp on District Property, including but not limited to using, placing, or maintaining a tent, sleeping bag, blanket, or other materials for the purpose of sleeping, lying, or sheltering one or more persons in the same location. For purposes of this section, the same location shall mean within 500 feet of the location in which the person camped on the previous day or night.
(c) To illegally camp within 500 feet of any posted notice to vacate or other official signage designating a location for encampment clearance or otherwise prohibiting sitting, sleeping, lying, camping, or placing Personal Property in that location.
(d) To sit, sleep, lie, or camp on any District Property in a manner that impedes access to District facilities and/or impedes or interferes with the operation of District facilities.
(e) To store any Non-Essential Personal Property on District Property.
    1. It shall not be a violation of subsection (e) to: (1) store property in accordance with a District or County issued permit; (2) store property as part of activities expressly authorized by the County or District; (3) store property for authorized County, District, public utility, or government agency purposes.

Sec. 9-3-40. Violations, Enforcement, and Penalties.

(a) Any violations of the provisions of this Division are unlawful and subject to the enforcement remedies pursuant to Sections 1-1-34 through1-1-39 and 1-1-40, *et. seq.* of this Code and any other means provided by law.

Sec. 9-3-50. Severability.

If any section, paragraph, sentence, clause, phrase or portion of this Division is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have adopted this article irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the article be enforced.

Amend Division 5 of Title 2. Parks, Beaches and Recreational Areas.

Sec. 2-5-17. Camping; encampments; occupancy of camp facilities; use of camp paraphernalia, storage of personal property; payment of fees required.

(a) As it relates to camping, camp facilities, and camp paraphernalia, as defined in this division, in designated areas:

(1) It shall be unlawful for any person to camp, occupy camp facilities, use camp paraphernalia, or store personal property in a recreational area, except in an area designated for such purposes without paying fees established for such purposes by resolution of the Board of Supervisors. Each adult seeking to use designated areas for such purposes will be required to present a current form of identification upon payment of fees.

(2) No person shall camp, occupy camp facilities, use camp paraphernalia or store personal property in a recreational area in excess of the period prescribed by resolution of the Board of Supervisors.

(3) In addition to the other penalties provided herein, violation of this section shall subject the violator to suspension of camping privileges, loss of prepaid fees and eviction from the recreational area.

(4) Any property left in a recreational area after it closes, except personal property left in designated areas by persons having paid established fees thereof, shall be removed or impounded by the Director or his/her agents in accordance with the procedures set forth in Title 3, Division 21, Section 6.

(b) If an unauthorized individual remains within any park, beach, or recreational area as defined in this division outside of the established operational hours, County officials or any agent acting on their behalf, or law enforcement, will advise the individual that they may move to any public area outside the park property. If the individual does not then leave the park property after receiving both a warning and a reasonable opportunity to gather his or her belongings, law enforcement may issue a citation or arrest the individual, as appropriate.

Attachment D

Subarticle 1. - Generally

Sec. 1-1-34. - General penalty for violations.

(a) Any person violating any of the provisions of this Code shall, unless otherwise specifically provided in this Code or by statute, be guilty of a misdemeanor.

(b) Any person convicted of a misdemeanor for a violation of any of the provisions of this Code shall, unless otherwise specifically provided in this Code or by statute, be punishable by a fine of not more than one thousand dollars ($1,000.00) or by imprisonment in the County Jail for a period of not more than six (6) months or by both such fine and imprisonment.

(c) Any person convicted of an infraction for a violation of any of the provisions of this Code shall, unless otherwise specifically provided in this Code or by statute, be punishable by: (1) A fine not exceeding one hundred dollars ($100.00) for a first violation; (2) A fine not exceeding two hundred dollars ($200.00) for a second violation of the same Code provision within a period of one year; (3) A fine not exceeding five hundred dollars ($500.00) for each additional violation of the same ordinance within one year.

(d) An infraction is not punishable by imprisonment. A person charged with an infraction shall not be entitled to a trial by jury. A person charged with an infraction shall not be entitled to have the public defender or other counsel appointed at public expense to represent him or her unless he or she is arrested and not released on his or her written promise to appear, his or her own recognizance, or a deposit of bail.

(e) Except as otherwise provided by law, all provisions of law relating to misdemeanors shall apply to infractions including, but not limited to, powers of peace officers, jurisdiction of courts, periods for commencing action and for bringing a case to trial and burden of proof.

(Code 1961, §§ 11.021; Ord. No. 3001, § 1, 8-30-77; Ord. No. 3032, § 1, 1-17-78; Ord. No. 3985, § 1, 7-22-97)

Sec. 1-1-35. - Continuing violations.

Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Code is committed, continued or permitted by such person and shall be punishable accordingly.

(Code 1961, § 11.022)

Sec. 1-1-36. - Acts include causing, aiding and abetting.

Whenever in this Code any act or omission is made unlawful, it shall include causing, permitting, aiding or abetting such act or omission.

Attachment D

(Code 1961, § 11.023)

Sec. 1-1-37. - Use of citation.

(a) If any person is arrested for a violation of any provision of this Code or for violation of any ordinance of the County of Orange, including those ordinances hereafter enacted, violations of which are punishable as misdemeanors, and such person is not immediately taken before a magistrate, as more fully set forth in the Penal Code of California, the arresting officer shall prepare in duplicate a written notice to appear in court, containing the name and address of such person, the offense charged, and the time and place where and when such person shall appear in court.

(b) The time specified in the notice to appear must be at least five (5) days after such arrest.

(c) The place specified in the notice to appear shall be the court of the magistrate before whom the person would be taken if the requirement of taking an arrested person before a magistrate were complied with, or shall be an officer authorized by such court to receive a deposit of bail.

(d) The officer shall deliver one copy of the notice to appear to the arrested person and the arrested person in order to secure release must give his written promise so to appear in court by signing the duplicate notice which shall be retained by the officer. Thereupon the arresting officer shall forthwith release the person arrested from custody.

(e) The officer shall, as soon as practicable, file the duplicate notice with the magistrate specified therein. Thereupon the magistrate shall fix the amount of bail which in his judgment, in accordance with the provisions of section 1275 of the Penal Code, will be reasonable and sufficient for the appearance of the defendant and shall endorse upon the notice a statement signed by him in the form set forth in section 815a of the Penal Code. The defendant may, prior to the date upon which he promised to appear in court, deposit with the magistrate the amount of bail thus set. Thereafter, at the time when the case is called for arraignment before the magistrate, if the defendant shall not appear, either in person or by counsel, the magistrate may declare the bail forfeited, and may in his discretion order that no further proceedings shall be had in such case.

Upon the making of such order that no further proceedings be had, all sums deposited as bail shall forthwith be paid into the County Treasury for distribution pursuant to section 1463 of the Penal Code.

(f) No warrant shall issue on such charge for the arrest of a person who has given such written promise to appear in court, unless and until he has violated such promise or has failed to deposit bail, to appear for arraignment, trial or judgment, or to comply with the terms and provisions of the judgment as required by law.

(g)

When a person signs a written promise to appear at the time and place specified in the written promise to appear and has not posted bail as provided in section 853.1 of the Penal Code, the magistrate shall issue and have delivered for execution a warrant for his arrest within twenty (20) days after his failure to appear as promised, or if such person promises to appear before an officer authorized to accept bail other than the magistrate and fails to do so on or before the date which he promised to appear, then, within twenty (20) days after the delivery of such written promise to appear by the officer to the magistrate having jurisdiction over the offense.

(h) Nothing herein contained shall be deemed or construed to require any arresting officer to issue a citation instead of taking the person arrested before a magistrate as otherwise provided by law.

(Code 1961, § 11.024)

Sec. 1-1-38. - Reserved.

Editor's note— Ord. 98-16, § 1, adopted December 8, 1998, amended the Code by repealing former § 1-1-38. Former § 1-1-38 pertained to parking citations and derived from Ord. No. 3467, adopted June 5, 1984.

Sec. 1-1-39. - Enforcement as misdemeanor or infraction.

In addition to those violations of this Code that are deemed infractions, a violation of the following enumerated sections of this Code may be deemed to be an infraction and may be punished as such, notwithstanding the fact that, at the discretion of the District Attorney, the violation of any section contained in this subsection may be filed as a misdemeanor. The complaint charging such violation shall specify whether the violation is a misdemeanor or an infraction.

(a) Section 4-3-2. Sanitary Facilities.

(b) Section 7-1-17. Building Code.

(c) Section 7-2-7. Electrical Code.

(d) Section 7-3-10. Plumbing Code.

(e) Section 7-9-154.3. Zoning Code.

(f) Section 7-1-811. Grading Code.

(g) Section 7-5-11. Mechanical Code.

(h) Section 4-6-11. Construction Noise.

(i) Section 6-1-45. Public Works Code.

(j) Section 6-3-28. Public Works Code.

(k) Section 6-3-80. Public Works Code.

(l) Section 6-3-92. Public Works Code.

(m) Section 2-5-31. Parks, Beaches, and Recreational Areas.

(n) Section 6-5-1. Flood Control District Property.

(o) Sections 6-1-56 through 6-1-58 Obstructions on Highways.

(p) Section 6-1-69 Signs on Highways.

(Ord. No. 3961, § 2, 4-2-96; Ord. No. 3971, § 1, 12-3-96)

Sec. 1-1-40. - Reserved.

Subarticle 2. - Civil Fines

Sec. 1-1-40.1. - Applicability.

(a) This subarticle makes any violation of the provisions of this Code subject to civil fine.

(b) This subarticle establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of civil fines pursuant to Government Code section 53069.4 and the County's plenary police power.

(c) The issuance of a civil citation under this subarticle is solely at the County's discretion and is one option the County has to address violations of this Code. By adopting this subarticle, the County does not intend to limit its discretion to utilize any other remedy, civil or criminal, for such violations that the County may select in a particular case.

(d) The purpose of issuing civil citations pursuant to this subarticle is to encourage voluntary and complete compliance with the provisions of this Code and to eliminate nuisances for the protection and benefit of the entire community.

(e) Notwithstanding any lease, license or any other instrument or agreement, the owner of any real property has the right to enter upon his or her own property to the extent reasonably necessary to abate any nuisance or correct any violation of this Code existing thereon. The provisions of this subsection shall be an implied term of any instrument affecting the right to possession of real property located in the County of Orange.

(f) Because of the serious blighting conditions that can result affecting the residents' health and safety, this subarticle is intended to impose strict civil liability upon the owners and lessees of real property for all building, housing, fire and health code and zoning violations that occur upon the subject premises.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.2. - Definitions.

The following definitions apply to the use of these terms for the purposes of this subarticle:

(a) *Building violation.* Any violation of this Code pertaining to building, plumbing, electrical, or other similar structural or zoning regulations set forth in this Code that does not create an immediate danger to health or safety.

(b) *Civil citation.* A notice issued pursuant to this subarticle that there has been a violation of the County's Code. "Civil citation" includes a notice of noncorrection unless the context clearly shows otherwise.

(c) *Director.* Director of the issuing department, or his or her designee.

(d) *Enforcement Officer.* Any County employee or agent of the County designated in writing by the County Executive Officer.

(e) *Hearing officer.* The person appointed by the County Executive Officer to serve as the hearing officer for administrative hearings. Prior to conducting hearings the Hearing Officer must first be certified by the County Counsel as qualified to provide a fair and impartial hearing based on appropriate education, training and experience.

(f) *Issued.* Giving a civil citation to the violator. Issuance occurs on the date when a civil citation is personally served on the violator, the date it is mailed to the violator, or the date it is posted on real property where a property related violation occurs.

(g) *Issuing department.* The County Department that has the authority and responsibility for enforcing the Code section(s) designated on a citation as having been violated.

(h) *Notice of decision.* A form used to inform a violator of the decision made regarding various provisions of this subarticle.

(i) *Notice of noncorrection.* A notice contained in a second civil citation issued for a building violation which notes the violation on the prior civil citation has not been corrected within the applicable correction period.

(j) *Responsible person.* A responsible person is any of the following:

(1) A person who causes a Code violation to occur.

(2) A person who maintains or allows a Code violation to continue, by his or her action or failure to act.

(3) A person whose agent, employee, or independent contractor causes a Code violation by its action or failure to act.

(4) A person who is the owner of, and a person who is a lessee or sublessee with the current right of possession of, real property where a property related Code violation occurs.

(5) A person who is the on-site manager of a business who normally works daily at the site when the business is open and is responsible for the activities at such premises.

(6)

A person who is the beneficiary under a deed of trust for the property where a property related violation exists and that person has not corrected the violation within thirty (30) days after being notified by the Director in writing of the violation and the fact that the trustor under the deed of trust is no longer living on the property and his or her whereabouts is unknown.

For purposes of this subdivision "person" includes a natural person or legal entity, and the owners, majority stockholders, corporate officers, trustees, and general partners of a legal entity.

There shall be a legal presumption that the record owner of a parcel according to the County's latest equalized property tax assessment rolls and a lessee or sublessee of a parcel has notice of any Code violation existing on the premises.

For the purposes of this subarticle, there may be more than one (1) responsible person for a Code violation, and a minor at least 14 years of age may be a responsible person subject to the provisions of this subarticle.

(k) *Violator.* Person given a civil citation charging him or her as a responsible person for a Code violation.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.3. - Civil citation—General.

(a) Any Enforcement Officer upon determining that a provision of this Code, which he or she is charged to enforce, has been violated has the authority to issue a civil citation to any responsible person or persons. An Enforcement Officer may issue a civil citation for a violation the officer did not see occur if the officer has determined through investigation that the responsible person did commit the violation. A responsible person to whom a civil citation is issued shall be liable for and shall pay to the County the fine or fines described in the civil citation when due pursuant to the provisions of this subarticle.

(b) Every person who applies for and receives a permit, license, or any type of land use approval (e.g., subdivision maps, conditional use permits, variances), shall comply with all conditions imposed upon the issuance of the permit, license or other approval. If a person violates any condition of such permit, license or approval, he or she may be issued a civil citation and be liable for civil fines under the provisions of this subarticle.

(c) Each day a violation of this Code exists shall be a separate violation and be subject to a separate fine. A civil citation may charge a violation for one (1) or more days on which a violation exists, and for violation of one (1) or more Code sections.

(d)

The County may take into consideration the fact that a person has been issued civil citations when the County is determining whether to grant, suspend, revoke, or deny any permit, license, or any type of land use approval for the person and such civil citations are evidence that the person has committed acts that are not compatible with the health, safety and general welfare of other persons and businesses in the vicinity.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.4. - Civil citation—Building violation.

(a) When a civil citation is issued for a building violation, a thirty-day correction period shall be allowed for the correction of the violation and the violator shall correct the violation within that period. Notwithstanding section 1-1-40.3, no responsible person for a building violation shall be liable for a civil fine unless the violation continues after the thirty (30) days allowed for its correction (plus any extension) and he or she is issued a second civil citation containing a notice of noncorrection.

(b) The violator of a building violation may request an extension of the correction period provided that a request is filed with the Director before the thirty-day period ends. The Director may in his or her discretion grant a reasonable extension of the period of time to correct the violation if the violator has supplied substantial evidence showing that the correction cannot reasonably be made within the thirty-day period. The Director's decision shall be in writing and is final. The filing for such an extension does not, unless granted, extend the thirty-day correction period or any other time periods set by this subarticle.

(c) If a building violation has not been corrected by the end of the correction period, the Enforcement Officer has authority to issue to the responsible person a second civil citation containing a notice of noncorrection. The violator to whom the notice of noncorrection is issued shall be liable for and shall pay to the County the fine or fines described in the civil citation, which fine shall be due on the date this second citation is issued. Additional civil citations may be issued and fines imposed for every day the violation continues uncorrected from the date the second civil citation is issued.

(d) If upon re-inspection the Enforcement Officer determines the violation has been corrected, he or she will issue a notice of decision to the violator indicating correction has been made.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.5. - Civil citation contents.

(a) Each civil citation shall contain the following information:

(1) Name of the responsible person for the violation of this Code.

(2) Date on which an inspection established the Code violation.

(3) Designation of the issuing department for the Code section(s) violated.

(4) The Code section violated.

(5) Address where the Code violation occurred.

(6) Description of the violation established by inspection.

(7) Amount of the fine for the violation and procedure to pay the fine and avoid a late payment penalty.

(8) Designation of a building violation (if applicable), date the thirty-day correction period expires, and how to request an extension of that period, and designation of a notice of noncorrection for a building violation that has not been corrected.

(9) Designation of prior civil citations issued for the same Code violation, if known by the Enforcement Officer.

(10) Description of the procedure for requesting a waiver of fine deposit and/or an administrative review to contest a civil citation.

(11) Designation of an assigned hearing date, time and location for use if a request for waiver of fine deposit and/or an administrative review is made.

(12) A notice that the Code violation is a nuisance and that collection of unpaid fines and/or nuisance abatement costs can be enforced as an assessment or lien against the property where a property related code violation occurs and that unpaid assessments can result in the property being sold after three years by the county assessor as set forth in section 1-1-40.15 of this Code.

(13) Signature of the Enforcement Officer issuing the civil citation.

(14) Date the civil citation is issued.

(15) A self-addressed envelope in which the violator can send to the county the fine or a request for a waiver of fine deposit and/or an administrative review.

(16) Any other information deemed necessary by the County Counsel for enforcement or collection purposes.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.6. - Service of civil citation.

A civil citation may be served as follows:

(a) An Enforcement Officer may personally serve the civil citation on the violator. The violator is required to sign a copy of the civil citation showing his or her receipt of the civil citation.

(b) An Enforcement Officer may mail the civil citation by first class mail, if the violator is not present for personal service when the officer determines there has been a violation. The civil citation shall be mailed to the violator's address shown on the county's last equalized

property tax assessment rolls for a property related violation, or to any address known for the violator for all other violations.

(c) An Enforcement Officer may post a copy of the civil citation on the property in a conspicuous place for a property-related violation when the violator resides at an unknown address other than where the violation occurs. A copy of the civil citation will also be mailed to the violator at the property address.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.7. - Amount of civil fines.

(a) The amount of the fines for violating particular provisions of this Code shall be set in a schedule of fines adopted by resolution by the Board of Supervisors. The schedule may include escalating fine amounts for repeat Code violations occurring within specified periods of time.

(b) The resolution may also set forth the procedure for setting the amount of the fine on a case by case basis for violations of the County Grading Code where the Director determines that the violation cannot be corrected by restoring the land to its pre-existing condition prior to the violation. The amount of any such individually set fine may be contested by following the administrative review procedures in section 1-1-40.10.

(c) The schedule of fines may also specify the amount of interest and late payment penalty owed for any fine not paid when due. A late payment penalty and interest shall be owed for fines not paid within thirty (30) days of their due date.

(d) Fines are due on the day the civil citation is issued, except (i) fines for building violations shall be due on the day the second civil citation containing the notice of noncorrection is issued and the day any subsequent citation is issued and (ii) when a fine deposit has been waived pursuant to section 1-1-40.11 and the Hearing Officer upholds the civil citation, the fine shall be due on the date the decision is made and personally served on the violator or the date the notice of decision is mailed to the violator.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.8. - Payment of civil fines.

(a) Fines shall be paid to the Director of the Issuing Department within thirty (30) days of the due date. Payment shall be made by mailing the envelope attached to the civil citation and enclosing the fine amount paid by check or money order. The Director for purposes of convenience and ease of processing may authorize payment to be made in accordance with any other method, at any location within the County, or to any address.

(b)

Payment of a fine shall not excuse the violator from correcting the Code violation. The issuance of a civil citation and/or payment of a fine does not bar the County from taking any other enforcement action regarding a Code violation that is not corrected, including issuing additional civil citations and/or criminal complaints.

(c) In the event that a fine imposed pursuant to civil citations issued under the authority granted by Section 2-5-3(e) remains unpaid for ninety (90) days after such civil citation is issued, the amount of such fine shall be doubled as a late penalty and become due immediately. In the event that such fine or citation is reviewed pursuant to this division, the late penalty will be assessed if the fine remains unpaid sixty (60) days after final decision by the Hearing Officer, as provided herein.

(Ord. No. 99-8, § 1, 5-11-99; Ord. No. 05-019, § 4, 9-27-05)

Sec. 1-1-40.9. - Preliminary review.

(a) A person issued a civil citation may request a preliminary review, if the request is made within fourteen (14) days of the date the civil citation is issued, except a civil citation containing a notice of noncorrection of a building violation shall not be subject to a request for preliminary review.

(b) To obtain a review, the violator shall go to the public service counter for the issuing department. The violator must present a copy of the civil citation and a completed and signed request form provided by the department stating the reasons why there was no violation or why he or she is not a responsible person for the violation. All requests shall be date stamped upon receipt.

(c) The preliminary review shall be conducted by a County employee designated by the Director. The reviewer shall not be the Enforcement Officer who issued the civil citation. The purpose of the review is to uncover and cancel any mistakenly issued civil citations due to errors that are easily verifiable, and not to resolve factual disputes concerning the violation that is the subject of the civil citation.

(d) The preliminary review will be decided at the time the request is filed if reasonably practical as determined by the reviewer. It shall consist of a review of the civil citation and the written request form and any other evidence submitted at the time of the request by the violator and, at the discretion of the reviewer, any other related information. The review shall be completed within five (5) working days of receipt of the request.

(e) The violator shall be notified of the results of the review by being given a notice of decision form stating the review decision. The violator may also be given additional notice by telephone or facsimile when practicable.

(f) A request for preliminary review does not extend any time periods for compliance, including the fine due date, the time any correction period ends, and the time to request an administrative review.

(g)

If the reviewer concludes that no Code violation occurred or that the violator was not responsible for the violation, the civil citation shall be canceled.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.10. - Request for administrative review.

(a) Any person receiving a civil citation may contest it by filing a request for an administrative review, except that a review for a building violation may not be requested unless and until a second civil citation containing a notice of noncorrection is issued. To obtain an administrative review, the violator shall file a signed written request form contained on the reverse side of the civil citation and indicate the grounds for contesting the civil citation and fine. A violator may contest the civil citation by denying that a violation occurred, by denying that it was not corrected within the correction period, if applicable, by denying that the violator is a responsible person for the violation, or by denying contesting the amount of an individually set fine pursuant to section 1-1-40.7(b).

(b) To be effective and complete, the request must be received by the Director of the issuing department within thirty (30) days of the date the civil citation was issued, and be accompanied by a deposit of the full amount of the fine. Where a request and fine deposit are mailed by the violator, the request and fine deposit shall be deemed filed on the date received by the Director. All requests shall be date stamped upon receipt. The Director is authorized to designate an address to which such requests shall be mailed in satisfaction of this subsection.

(c) The person requesting the administrative review shall personally attend the hearing on the date, time and place specified on the civil citation. A failure to personally attend the hearing will be considered a non-appearance. Non-appearance by the violator shall constitute an abandonment of the request, unless the hearing was continued pursuant to section 1-1-40.12(f).

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.11. - Waiver of fine deposit.

(a) A person who files a request for an administrative review may also request at the same time a hardship waiver of the fine deposit. To seek such a waiver and obtain a separate hearing on the request, the violator must check the box indicating this request on the form contained on the reverse side of the civil citation and attach a statement of the grounds for the request. To be effective, the form requesting the waiver and the administrative review must be received by Director within thirty (30) days of the date the civil citation is issued. The procedure governing the filing of such requests shall be the same as provided in section 1-1-40.10(b).

(b)

The person requesting the waiver bears the burden of establishing by substantial evidence that he or she does not have the financial ability to make the deposit of the fine. The violator shall personally appear at the hearing on the request. A failure to personally attend the hearing will be considered a non-appearance. Non-appearance shall constitute an abandonment of both the requests unless the hearing was continued pursuant to section 1-1-40.12(f).

(c) The request will be decided by the Hearing Officer at the hearing date, time and place specified on the civil citation. The request shall be heard at a separate hearing before the administrative review hearing on the contest of the civil citation. At the conclusion of the hearing on the waiver request, the Hearing Officer shall issue a decision that the fine deposit is or is not waived. The Hearing Officer shall then insert on the notice of decision form the new date set for the administrative review, which shall be within forty-five (45) days. A copy of the notice of decision shall be delivered to the violator at the end of the hearing on the waiver request.

(d) If the waiver is denied, the Hearing Officer shall give the violator a self-addressed envelope to use in making the fine deposit. The violator shall mail the deposit in the envelope provided so that it is postmarked at least five (5) calendar days before the date designated on the notice of decision for the administrative review. The director is authorized to designate the address to which the deposit is mailed. Failure to make the deposit by the time required shall be deemed an abandonment of the contest.

(e) The filing of a request for hardship waiver of the fine deposit does not extend any time periods set forth in this subarticle, except the time when the fine deposit must be made. The Hearing Officer's decision on the waiver is final and not subject to an appeal pursuant to section 1-1-40.14.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.12. - Hearing procedures.

(a) Hearings shall be conducted by a Hearing Officer either: (i) on the date, time and place specified in the civil citation, or (ii) on the date designated on the notice of decision when there was a request to waive the fine deposit which was heard on the date noted on the civil citation.

(b) The director shall ensure that the pertinent civil citation records are delivered to the Hearing Officer for a civil citation set for a hearing, including information showing all fine deposits and waivers granted. The director shall also make available to the violator before the hearing a copy of any additional reports concerning the civil citation that are provided to the Hearing Officer.

(c) The violator shall be given the opportunity to testify and to present evidence relevant to financial hardship or the Code violation specified in the civil citation. A parent or legal guardian of a violator, who is a juvenile, under eighteen (18) years of age, shall accompany the violator.

(d)

The civil citation and any other reports prepared by the Enforcement Officer, or at his or her request, concerning the Code violation or attempted correction of the Code violation that are provided to the Hearing Officer shall be accepted by the Hearing Officer as prima facie evidence of the Code violation and the facts stated in such documents.

(e) Neither the Enforcement Officer nor any other representative of the County shall be required to attend the hearing, nor shall the Hearing Officer require that there be submitted any evidence, other than the civil citation, that may exist among the public records of the County on the violation. However, any such appearance and/or submission may be made at the discretion of the Enforcement Officer or any County employee or agent.

(f) The Hearing Officer may continue a hearing if a request is made showing good cause by the violator or a representative of the County. All continuance requests shall either: (i) be made in person at the hearing by the violator or his or her representative if the violator is physically unable to attend, or (ii) be made by a written request received by the Director at least twenty-four (24) hours before the hearing date. If the continuance is granted, a new hearing date shall be set for within forty-five (45) days and noted on the notice of decision. If the continuance is denied, the hearing shall proceed then and there as scheduled, and if the violator is not present the request(s) shall be deemed abandoned in accordance with subsection (h) below. The Hearing Officer's decision is final and he or she shall notify the violator in writing by certified letter within ten (10) days of the date of the hearing.

(g) The hearing shall be conducted informally and the legal rules of evidence need not be followed. The Hearing Officer does not have the authority to issue a subpoena.

(h) The failure of the violator to appear at the hearing, unless the hearing was continued per subsection (f) above, shall constitute an abandonment of the request for waiver of the fine deposit and/or administrative review, and a failure to exhaust administrative remedies concerning the violation set forth in the civil citation. The fine deposit shall be credited by the County upon the fine due for the violation. The failure to appear by the violator shall be noted on the notice of decision by the Hearing Officer, which will be mailed to the violator by the Director.

(Ord. No. 99-8, § 1, 5-11-99; Ord. No. 05-019, § 5, 9-27-05)

Sec. 1-1-40.13. - Administrative review decision.

(a) After considering all the evidence and testimony submitted at the administrative review, the Hearing Officer shall issue a written decision to uphold or cancel the civil citation based upon a conclusion of whether or not a violation occurred for which the violator was a responsible person. The Hearing Officer has no discretion or authority to reduce or modify a fine, except an individually set fine pursuant to section 1-1-40.10(a). The decision will be made on a notice of

decision form and will state the reasons and evidence considered for the decision. The Hearing Officer shall notify the violator in writing by certified letter within ten (10) days of the hearing date.

(b) If the decision is to uphold the civil citation, the County shall keep the fine deposited as payment upon the fine due. If the decision is to cancel the civil citation, the County shall retire the fine deposit to the violator within thirty (30) days of the filing of the decision. If the civil citation is upheld and the fine deposit has been waived, the fine shall be due on the date the decision is given to the violator at the end of the hearing by the Hearing Officer, who may collect the fine at that time.

(c) The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the amount of civil citations upheld or canceled, or the amount of fines upheld, by the Hearing Officer.

(Ord. No. 99-8, § 1, 5-11-99; Ord. No. 05-019, § 6, 9-27-05)

Sec. 1-1-40.14. - Right to judicial review.

(a) The violator may seek judicial review of the administrative review decision by filing an appeal with the Municipal Court within twenty (20) calendar days after the violator receives a copy of the notice of decision at the conclusion of the hearing in accordance with the provisions of California Government Code Section 53069.4. The appeal filed with the court must also contain a proof of service showing a copy of the appeal was served upon "County of Orange (Attention: County Counsel)." The violator must pay to the Municipal Court a twenty-five dollar ($25.00) filing fee when the appeal is filed.

(b) No appeal is permitted from a decision on a request for preliminary review, or an extension of the thirty-day correction period for building violations, or a request for waiver of the fine deposit, or where the violator is deemed to have abandoned the contest of the civil citation by an unexcused nonappearance at the hearing or failure to deposit the fee.

(c) The County Counsel or the County Counsel's designee shall forward to the Municipal Court within fifteen (15) days of its request, the pertinent civil citation documents for any case appealed to that court. If the Municipal Court cancels any civil citation, the County will refund any fine deposit made and the twenty-five dollar ($25.00) appeal filing fee.

(Ord. No. 99-8, § 1, 5-11-99)

Sec. 1-1-40.15. - Collection of unpaid fines.

(a) The County at its discretion may pursue any and all legal and equitable remedies for the collection of unpaid fines, interest and penalties.

(1) Pursuit of one (1) remedy does not preclude the pursuit of any other remedies until the total fines, interest and penalties owed by a person under this subarticle have been collected.

(2) The County may refuse to issue, extend, or renew to any person, who has unpaid delinquent fines, interest, penalties, liens or assessments, any County permit, license, or other County approval pertaining to the property that is the subject of the fine and civil citation.

(3) Any permit, license, or any type of land use approval issued by the County to a person who has unpaid fines, interest and penalties totaling five hundred dollars ($500.00) or more that remain delinquent for thirty (30) days or longer shall automatically be suspended. The suspension becomes effective ten (10) days after the day notice of the suspension is placed in the U.S. mail, postage prepaid addressed to the person. The suspension continues until the delinquency is paid in full. The person may request a review hearing pursuant to the procedures in section 1-1-40.9 on the issue of delinquency only, if the request is filed before the ten-day period ends. Continuing to operate under a suspended permit, license or approval shall be grounds for the Board of Supervisors to revoke the permit, license or approval. Revocations may be made by the Board of Supervisors at a public hearing for which the person is given at least ten (10) days prior written notice.

(b) Any violation of this Code shall constitute a nuisance. To compel Code compliance, the County may seek to abate the nuisance and collect the costs incurred by means of a nuisance abatement lien and/or special assessment against the property where a property related violation occurred in accordance with the procedures in Government Code sections 38773.1 and 38773.5. Any unpaid delinquent civil fines, interest and penalties may be recovered as such a lien or special assessment against the property of the responsible person who is the owner of the property where the violation occurred.

(c) To pursue an abatement of a Code violation as a nuisance and recover any delinquent civil fines, interest and penalties as a lien or special assessment, the following conditions must be met:

(1) The Director must submit to and receive from the Board of Supervisors a resolution certifying the amounts of the liens and special assessments sought to be collected from each property owner; and

(2) The total amount of the delinquent fine, interest and penalty against the property owner must be two hundred fifty dollars ($250.00) or more and be delinquent for sixty (60) days or more.

(d) The Director may take any steps necessary to enforce collection of the lien or special assessment, including but not limited to the following:

(1) Request the County Recorder to record a notice of any lien or special assessment certified by the Board of Supervisors.

(2) Request the County Tax Collector to collect any special assessments certified by the Board of Supervisors.

The Director may pursue these remedies whether or not the County is pursuing any other action to terminate an ongoing Code violation that was the basis for the fine.

(e) All civil citations shall contain a notice that unpaid fines, interest and penalties are subject to the assessment and lien collection procedures of this section. This notice shall satisfy the notice requirements of Government Code sections 38773.1 and 38773.5, when a civil citation is personally served on the violator. In addition, the Director shall by first class mail send notice to each property owner at least ten (10) days before the Board of Supervisors considers the resolution to certify the amounts of the liens and special assessments stating the date, time and location of the meeting. The lien and/or special assessment shall be imposed on the date the civil citation for the Code violation is issued to the responsible person and becomes effective upon the recording of a notice of lien or special assessment by the County Recorder.

(f) A violator may contest the amount and/or validity of any lien or special assessment for a civil fine at the public hearing when the Board of Supervisors considers the resolution to certify the liens and assessments. Such contests by a violator shall be limited to the issue of the amount and/or validity of the lien or assessment and may not consider whether the underlying Code violation occurred. Pursuit of such a contest by a violator is necessary to exhaust the administrative remedies concerning a legal challenge to the validity of any such lien or special assessment.

(g) The mother, father, and the legal guardian if there is no living parent, of a violator who is a minor shall be liable for any fines imposed upon the minor pursuant to the provisions of this subarticle. Any such fines may be collected from the minor or a parent or guardian of the minor.

(Ord. No. 99-8, § 1, 5-11-99)

Secs. 1-1-41—1-1-47. - Reserved.

Office of Supervisor Janet Nguyen

MEMORANDUM

October 29, 2025

TO: Robin Stieler, Clerk of the Board

FROM: Supervisor Janet Nguyen, First District

SUBJECT: Supplemental Item for the November 4, 2025 Board of Supervisor Meeting

5 9 D

Supervisor Janet Nguyen requests that a supplemental item be placed on the November 4, 2025, Board meeting agenda:

Consider First Reading of an "Ordinance to amend Sections 4-11-2, 4-11-7, and 4-11-16 of the Codified Ordinances of the County of Orange, regarding Contracting by the Orange County Health Authority" and give related direction.

RECEIVED
2025 OCT 29 AM 11:54
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Recommended Action Items:

1. Read the title of the Ordinance.
2. Order that further reading of the Ordinance be waived.
3. Consider the matter.
4. Direct that the Ordinance be placed on the agenda of the next regularly scheduled Board meeting for adoption.
5. At the next regularly scheduled meeting, consider the matter and adopt the Ordinance.

ORDINANCE NO._____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA, AMENDING SECTIONS 4-11-2, 4-11-7, AND 4-11-16 OF THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE, REGARDING CONTRACTING BY THE ORANGE COUNTY HEALTH AUTHORITY

The Board of Supervisors of the County of Orange ordains as follows:

SECTION 1. Sections 4-11-2, 4-11-7 and 4-11-16 of the Codified Ordinances of the County of Orange are hereby amended to read as follows:

Sec. 4-11-2. - Purpose.

(a) The purpose of the Health Authority is to negotiate exclusive contracts specified in Welfare and Institutions Code section 14087.5 with the California Department of Health Care Services and to arrange for the provision of health care services provided pursuant to chapter 7 of part 3 of division 9 of the Welfare and Institutions Code, and to participate in any other publicly supported health care program the Health Authority is permitted to participate in under state and federal law that are intended to assist low income or indigent residents in obtaining healthcare.

(b) The Health Authority shall design and operate a program that:

(1) Incorporates managed care concepts; gives high priority to prevention, education and early intervention services; and improves access to primary care and related specialty and ancillary services for enrolled recipients.

(2) Includes mechanisms for assuring that the program is culturally appropriate and linguistically competent, provides for continuity of care and geographic access to health care services, and meets appropriate quality of care standards.

(3) Recognizes the importance of institutions providing medical, nursing and allied health education.

(4) Provides a system for enrolled recipients to select their primary care provider.

(5) Includes special care management components and a system of assignment to such components assuring that the health care needs of enrolled recipients with special requirements are met.

(6) Incorporates a plan of service delivery and implements reimbursement mechanisms which will assure the long-term viability of a locally operated Medi-Cal managed care system and maintain access to all acute care hospitals for Medi-Cal recipients in the County of Orange.

(7) Implements a financial plan which includes the creation of a prudent reserve within three

years of commencing operation, and which provides that if additional surplus funds accrue, such funds shall be used to expand access, improve benefits and/or augment provider reimbursement.

(8) Includes mechanisms that protect against arbitrary or capricious formation and termination of contracts.

~~(8)~~(9) Ensures that all program obligations, statutory, contractual or otherwise, shall be obligations of the program and shall not be the obligations of the County of Orange.

(c) The Health Authority shall have the power to contract with providers for services, including, but not limited to, contracts where services are provided on a capitation and other risk-sharing basis. The Health Authority may contract with public and private insurers, purchasers of health insurance, and fiscal intermediaries to administer its health care program.

(d) After commencement of operations of the Health Authority finance program for Medi-Cal recipients, the Health Authority shall design and implement a plan through separate contracts to include within the program it administers those eligible indigent persons for whom the County of Orange is responsible under part 5 (commencing with section 17000) of division 9 of the Welfare and Institutions Code. Unless otherwise provided by the Health Authority, providers contracting with the Health Authority shall serve all CalOptima eligible populations.

(e) The Health Authority shall have the power to contract with the California Managed Risk Medical Insurance Board, or other state approved Board as a participating health plan under California's Healthy Families Plan (part 6.2 of division 2 of the Insurance Code, commencing with section 12693).

(f) The Health Authority shall have the power to contract with the Centers for Medicare & Medicaid Services, or other applicable federal or state approved organization, and to execute such other agreements and documents to effectuate health care delivery systems for any of the following persons:

(1) Persons who are eligible to receive medical benefits under both Title 18 of the federal Social Security Act (42 U.S.C. Sec. 1395 et seq.) and Title 19 of the federal Social Security Act (42 U.S.C. Sec. 1396 et seq.).

(2) Persons who are eligible to receive medical benefits under Title 18 of the federal Social Security Act (42 U.S.C. Sec. 1395 et seq.); and

(3) Other individuals or groups in the service area, including, but not limited to, public agencies, private businesses, and uninsured or indigent persons. The Health Authority shall not use any payment or reserve from Medi-Cal program for purposes of this subparagraph.

(g) The Health Authority shall have the power to enter into contracts for provision of health care services to individuals in the service area who are eligible to receive medical benefit under any publicly supported program, such as Medi-Cal and Healthy Families, if the following

requirements are both met:~~, but only if the Health Authority and participating providers acting pursuant to subcontracts with the Health Authority agree to hold harmless the beneficiaries of the publicly supported programs if the contract between the sponsoring government agency and the Health Authority does not ensure sufficient funding to cover program costs. The Health Authority shall not use any payments or reserve from the Medi-Cal program for this purpose.~~

(1) The Health Authority and participating providers acting pursuant to subcontracts with the Health Authority agree to hold harmless the beneficiaries of the publicly supported programs if the contract between the sponsoring government agency and the Health Authority does not ensure sufficient funding to cover program costs. -The Health Authority shall not use any payments or reserve from the Medi-Cal program for this purpose.

(2) -The Health Authority shall offer all acute care hospitals designated by the Orange County Emergency Medical Services as emergency receiving centers and physically located and operating within the County of Orange, a network contract for emergency and post-stabilization care, on the same terms and conditions as the Health Authority requires for these services from other acute care hospitals. The Health Authority shall maintain network contracts, containing those same terms and conditions for these services, with all acute care hospitals designated by the Orange County Emergency Medical Services as emergency receiving centers who accept that offer.

(A) –Notwithstanding the requirements of this subsection (g)(2), the Health Authority may offer a network contract with different terms and conditions as the Health Authority requires from other acute care hospitals upon an affirmative vote of the Health Authority's governing body and 60 calendar days' advance written notice to the Orange County Board of Supervisors.

(B) Notwithstanding the requirements of this subsection (g)(2), the Health Authority may terminate, and not maintain, a network contract with an acute care hospital designated by the Orange County Emergency Medical Services as emergency receiving centers, upon an affirmative vote of the Health Authority's governing body and 60 calendar days' advance written notice to the Orange County Board of Supervisors.

(g) ~~(h)~~ The Health Authority shall have the power to participate in the California Health Benefit Exchange (commonly known as Covered California) as a health care service plan in accordance with Title 22 of the California Government Code (commencing with Section 100500) and Title 10 of the California Code of Regulations. The Health Authority shall have the power to participate in any other publicly supported health care program that the Health Authority is permitted to participate in under state and federal law that are intended to assist low income or indigent residents in obtaining healthcare. Nothing in this subsection (h) shall be construed to limit the power of the Health Authority to enter into contracts for the programs described in subsections (a) through (g) of this section. Nothing in this subsection (h) shall limit the Health Authority from coordinating the referral of Orange County residents who have applied to a Health Benefit Exchange and are eligible for enrollment in the Medi-Cal, Healthy Families or other similar programs authorized by state or federal law for low income or indigent persons offered by the Health Authority.

~~(g)~~(h) Subject to state and federal laws, any authorized representative of the County of Orange

may, in coordination with the governing body of the Health Authority, be provided access to such books, documents, or records as are reasonably necessary to review the Health Authority's compliance with Section 4-11-2. A copy of the findings from any such review shall be provided to the governing body of the Health Authority.

Sec. 4-11-7. - Restrictions.

(a) Any contract entered into by the Health Authority shall contain a provision that any Health Authority obligation created by the contract shall not be an obligation of the County of Orange.

(b) Subject to state and federal laws, any authorized representative of the County of Orange shall be given access to any books, documents or other records of the Health Authority pertinent to the enforcement of this section.

Section 4-11-16 – Findings; conflict of interest.

(a) Pursuant to Welfare and Institutions Code section 14087.57(a) and section 18707.4 .of title 2 of the California Code of Regulations, it is determined that health care providers appointed to the Board of Directors of the Health Authority are intended to represent and further the interest of a health care industry, trade or profession, and that such representation and furtherance will ultimately serve the public interest. Accordingly, it is determined that for purposes of health care providers who are members of the Board of Directors of the Health Authority, a health care industry, trade or profession is tantamount to and constitutes the public generally within the meaning of section 87103 of the California Government Code.

(b) As used in this section, "health care industry, trade or profession" shall mean physicians, health care practitioners, hospitals, pharmacies, or other health care organizations, including managed care organizations, and trade or professional associations.

(c) A member of the Health Authority Board of Directors shall not be deemed to be interested in a contract entered into by the Health Authority within the meaning of article 4 (commencing with section 1090) of chapter 1 of division 4 of title 1 of the Government Code if all of the requirements set forth in Welfare and Institutions Code section 14087.57 are satisfied.

~~(b)~~(d) Subject to state and federal laws, any authorized representative of the County of Orange may, in coordination with the governing body of the Health Authority, be provided access to such books, documents, or records as are reasonably necessary to review the Health Authority's compliance with Section 4-11--16. A copy of the findings from any such review shall be provided to the governing body of the Health Authority.

ORDINANCE NO._____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA, AMENDING SECTIONS 4-11-2, 4-11-7, AND 4-11-16 OF THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE, REGARDING CONTRACTING BY THE ORANGE COUNTY HEALTH AUTHORITY

The Board of Supervisors of the County of Orange ordains as follows:

SECTION 1. Sections 4-11-2, 4-11-7 and 4-11-16 of the Codified Ordinances of the County of Orange are hereby amended to read as follows:

Sec. 4-11-2. - Purpose.

(a) The purpose of the Health Authority is to negotiate exclusive contracts specified in Welfare and Institutions Code section 14087.5 with the California Department of Health Care Services and to arrange for the provision of health care services provided pursuant to chapter 7 of part 3 of division 9 of the Welfare and Institutions Code, and to participate in any other publicly supported health care program the Health Authority is permitted to participate in under state and federal law that are intended to assist low income or indigent residents in obtaining healthcare.

(b) The Health Authority shall design and operate a program that:

(1) Incorporates managed care concepts; gives high priority to prevention, education and early intervention services; and improves access to primary care and related specialty and ancillary services for enrolled recipients.

(2) Includes mechanisms for assuring that the program is culturally appropriate and linguistically competent, provides for continuity of care and geographic access to health care services, and meets appropriate quality of care standards.

(3) Recognizes the importance of institutions providing medical, nursing and allied health education.

(4) Provides a system for enrolled recipients to select their primary care provider.

(5) Includes special care management components and a system of assignment to such components assuring that the health care needs of enrolled recipients with special requirements are met.

(6) Incorporates a plan of service delivery and implements reimbursement mechanisms which will assure the long-term viability of a locally operated Medi-Cal managed care system and maintain access to all acute care hospitals for Medi-Cal recipients in the County of Orange.

(7) Implements a financial plan which includes the creation of a prudent reserve within three

years of commencing operation, and which provides that if additional surplus funds accrue, such funds shall be used to expand access, improve benefits and/or augment provider reimbursement.

(8) Includes mechanisms that protect against arbitrary or capricious formation and termination of contracts.

(9) Ensures that all program obligations, statutory, contractual or otherwise, shall be obligations of the program and shall not be the obligations of the County of Orange.

(c) The Health Authority shall have the power to contract with providers for services, including, but not limited to, contracts where services are provided on a capitation and other risk-sharing basis. The Health Authority may contract with public and private insurers, purchasers of health insurance, and fiscal intermediaries to administer its health care program.

(d) After commencement of operations of the Health Authority finance program for Medi-Cal recipients, the Health Authority shall design and implement a plan through separate contracts to include within the program it administers those eligible indigent persons for whom the County of Orange is responsible under part 5 (commencing with section 17000) of division 9 of the Welfare and Institutions Code. Unless otherwise provided by the Health Authority, providers contracting with the Health Authority shall serve all CalOptima eligible populations.

(e) The Health Authority shall have the power to contract with the California Managed Risk Medical Insurance Board, or other state approved Board as a participating health plan under California's Healthy Families Plan (part 6.2 of division 2 of the Insurance Code, commencing with section 12693).

(f) The Health Authority shall have the power to contract with the Centers for Medicare & Medicaid Services, or other applicable federal or state approved organization, and to execute such other agreements and documents to effectuate health care delivery systems for any of the following persons:

(1) Persons who are eligible to receive medical benefits under both Title 18 of the federal Social Security Act (42 U.S.C. Sec. 1395 et seq.) and Title 19 of the federal Social Security Act (42 U.S.C. Sec. 1396 et seq.).

(2) Persons who are eligible to receive medical benefits under Title 18 of the federal Social Security Act (42 U.S.C. Sec. 1395 et seq.); and

(3) Other individuals or groups in the service area, including, but not limited to, public agencies, private businesses, and uninsured or indigent persons. The Health Authority shall not use any payment or reserve from Medi-Cal program for purposes of this subparagraph.

(g) The Health Authority shall have the power to enter into contracts for provision of health care services to individuals in the service area who are eligible to receive medical benefit under any publicly supported program, such as Medi-Cal and Healthy Families, if the following

requirements are both met:

(1) The Health Authority and participating providers acting pursuant to subcontracts with the Health Authority agree to hold harmless the beneficiaries of the publicly supported programs if the contract between the sponsoring government agency and the Health Authority does not ensure sufficient funding to cover program costs. The Health Authority shall not use any payments or reserve from the Medi-Cal program for this purpose.

(2) The Health Authority shall offer all acute care hospitals designated by the Orange County Emergency Medical Services as emergency receiving centers and physically located and operating within the County of Orange, a network contract for emergency and post-stabilization care, on the same terms and conditions as the Health Authority requires for these services from other acute care hospitals. The Health Authority shall maintain network contracts, containing those same terms and conditions for these services, with all acute care hospitals designated by the Orange County Emergency Medical Services as emergency receiving centers who accept that offer.

(A) Notwithstanding the requirements of this subsection (g)(2), the Health Authority may offer a network contract with different terms and conditions as the Health Authority requires from other acute care hospitals upon an affirmative vote of the Health Authority's governing body and 60 calendar days' advance written notice to the Orange County Board of Supervisors.

(B) Notwithstanding the requirements of this subsection (g)(2), the Health Authority may terminate, and not maintain, a network contract with an acute care hospital designated by the Orange County Emergency Medical Services as emergency receiving centers, upon an affirmative vote of the Health Authority's governing body and 60 calendar days' advance written notice to the Orange County Board of Supervisors.

(g) The Health Authority shall have the power to participate in the California Health Benefit Exchange (commonly known as Covered California) as a health care service plan in accordance with Title 22 of the California Government Code (commencing with Section 100500) and Title 10 of the California Code of Regulations. The Health Authority shall have the power to participate in any other publicly supported health care program that the Health Authority is permitted to participate in under state and federal law that are intended to assist low income or indigent residents in obtaining healthcare. Nothing in this subsection (h) shall be construed to limit the power of the Health Authority to enter into contracts for the programs described in subsections (a) through (g) of this section. Nothing in this subsection (h) shall limit the Health Authority from coordinating the referral of Orange County residents who have applied to a Health Benefit Exchange and are eligible for enrollment in the Medi-Cal, Healthy Families or other similar programs authorized by state or federal law for low income or indigent persons offered by the Health Authority.

(h) Subject to state and federal laws, any authorized representative of the County of Orange may, in coordination with the governing body of the Health Authority, be provided access to such books, documents, or records as are reasonably necessary to review the Health Authority's compliance with Section 4-11-2. A copy of the findings from any such review shall be provided to the governing body of the Health Authority.

Sec. 4-11-7. - Restrictions.

(a) Any contract entered into by the Health Authority shall contain a provision that any Health Authority obligation created by the contract shall not be an obligation of the County of Orange.

(b) Subject to state and federal laws, any authorized representative of the County of Orange shall be given access to any books, documents or other records of the Health Authority pertinent to the enforcement of this section.

Section 4-11-16 – Findings; conflict of interest.

(a) Pursuant to Welfare and Institutions Code section 14087.57(a) and section 18707.4 .of title 2 of the California Code of Regulations, it is determined that health care providers appointed to the Board of Directors of the Health Authority are intended to represent and further the interest of a health care industry, trade or profession, and that such representation and furtherance will ultimately serve the public interest. Accordingly, it is determined that for purposes of health care providers who are members of the Board of Directors of the Health Authority, a health care industry, trade or profession is tantamount to and constitutes the public generally within the meaning of section 87103 of the California Government Code.

(b) As used in this section, "health care industry, trade or profession" shall mean physicians, health care practitioners, hospitals, pharmacies, or other health care organizations, including managed care organizations, and trade or professional associations.

(c) A member of the Health Authority Board of Directors shall not be deemed to be interested in a contract entered into by the Health Authority within the meaning of article 4 (commencing with section 1090) of chapter 1 of division 4 of title 1 of the Government Code if all of the requirements set forth in Welfare and Institutions Code section 14087.57 are satisfied.

(d) Subject to state and federal laws, any authorized representative of the County of Orange may, in coordination with the governing body of the Health Authority, be provided access to such books, documents, or records as are reasonably necessary to review the Health Authority's compliance with Section 4-11-16. A copy of the findings from any such review shall be provided to the governing body of the Health Authority.

County Executive Office

Memorandum

RECEIVED
2025 OCT 30 PM 1:30
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

October 29, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.10.30 08:19:20 -07'00'

Subject: Supplemental Request According to Board Rule 21

S9E

The County Executive Office is requesting a Supplemental Agenda Staff Report for the November 4, 2025, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve PVP Communications Inc Contract
Districts: Districts 2, 3, 4, 5

Reason Item is Supplemental: The PVP Communications Inc contract was unavailable to go as a regular item on the October 28, 2025, Board meeting due to workload issues caused by vacancies in the Sheriff's Purchasing Department as well as contractor delays due to modifications to the Scope of Work. The Agenda Staff Report and attachment were finalized after the filing deadline to the Clerk of the Board.

Justification: The Sheriff-Coroner Department is requesting this item be placed on the November 4, 2025, Board agenda because there are no other Board of Supervisors meetings prior to the agreement start date of November 16, 2025, and this will create an officer safety issue if motorcycle helmets are not able to be serviced.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item 59E
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2025 OCT 30 PM 1:30
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	11/4/2025
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	Districts 2, 3, 4, 5
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Brian Wayt (714) 647-1803 Dave Fontneau (714) 704-7919

SUBJECT: Approve PVP Communications Inc Contract

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.10.30 08:18:47 -07'00'	Approved as to form.	Discussion
CEO Signature	*Action* DocuSigned by: Annie Loo *County Counsel Signature*	3 Votes Board Majority

Budgeted: Yes
Current Year Cost: $84,270
Annual Cost:
FY 2026-27 $135,500
FY 2027-28 $135,500
FY 2028-29 $51,230

Staffing Impact: No
# of Positions: N/A
Sole Source: Yes
Current Fiscal Year Revenue: N/A
Funding Source: State: 10% (Proposition 172), Other: 90% (Contract Partners)
County Audit in last 3 years No
Levine Act Review Completed: Yes
Prior Board Action: N/A

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute the sole source Contract with PVP Communications Inc for motorcycle helmet communications equipment, for an initial three-year term effective November 16, 2025, through November 15, 2028, in a not to exceed amount of $406,500, renewable for two additional one-year terms.

SUMMARY:

Approval of the sole source contract with PVP Communications Inc for specialized motorcycle helmet communications equipment will allow the Sheriff-Coroner Department to contract to improve communications by replacing outdated equipment, ensuring the safety and efficiency of deputies patrolling by motorcycle.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) requires specialized motorcycle helmet equipment, which will provide the highest level of functionality and safety to ensure safe and effective communication with its motorcycle deputies. PVP Communications Inc (PVP) offers specialized motorcycle helmet equipment, which functions as both a motor headset for law enforcement use and as a Bluetooth® cell phone interface, simultaneously presenting two-way radio traffic and cellular calls to the rider. This offers the ability to answer a cell phone call while simultaneously listening to the two-way radio. If using the equipment to listen to the two-way radio, the audio is heard from both earphones. When a cell phone call is received, the two-way radio is heard in one earphone, and the cell phone call is routed to the other. The push of a button allows for an easy method of answering or hanging up the call. The equipment also works with all voice-activated cellular phones. This offers the option of integrating cell phones for non-emergency communications. The specialized motorcycle helmet equipment provides deputies with a durable waterproof microphone, helmet wiring harness and choice of single or dual earphones. The specialized motorcycle communications equipment can be removed quickly, making it field repairable. The microphone is designed to produce a noise-canceling frequency response, allowing for clear communication even at high speeds where wind noise is a factor.

This is a sole source contract. Sheriff has been contracting PVP for specialized motorcycle helmet equipment since 2008 and requires this specialized motorcycle helmet equipment, which integrates cell phone access with a two-way radio for law enforcement to ensure the safety of its officers. PVP pioneered this system and is the sole provider of its software. This contract is going to the Board less than 30 days prior to the effective start date due to workload issues caused by vacancies in the Sheriff's Purchasing Department as well as contractor delays due to modifications to the Scope of Work.

Sheriff now requests Board approval of the PVP contract, as noted in the Recommended Action. This contract does not currently include subcontractors or pass through to other providers. See Attachment B for the Contract Summary Form.

Sheriff has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests. The Orange County Preference Policy was not applicable for this sole source contract.

FINANCIAL IMPACT:

Appropriations for this contract are included in the Sheriff-Coroner's FY 2025-26 Budget for Budget Control 060 and will be included in the budgeting process for future years. In the event funding is reduced or terminated, the County may renegotiate the level of services and/or terminate the contract, as necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-060-26010091
Attachment B - Contract Summary Form

Docusign Envelope ID: 639554A0-0892-4DB3-99B4-C2062F99B652

Contract MA-060-26010091

For

Helmet Communication Kits and Installation Services

Between

Sheriff-Coroner

And

PVP Communications Inc

Docusign Envelope ID: 639554A0-0892-4DB3-99B4-C2062F99B652

CONTRACT

MA-060-26010091
BETWEEN
COUNTY OF ORANGE
AND
PVP Communications Inc
FOR
Helmet Communication Kits and Installation Services

This Contract MA-060-26010091 for Helmet Communication Kits and Installation Services (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and PVP Communications Inc, with a place of business at 2310 W. 205th Street, Torrance, CA 90501 (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

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

Attachment A – Scope of Work

Attachment B – Payment and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Helmet Communication Kits and Installation Services under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Helmet Communication Kits and Installation Services as set forth herein, and Contractor represented that it is qualified to provide Helmet Communication Kits and Installation Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Helmet Communication Kits and Installation Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

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

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Helmet Communication Kits and Installation Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

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6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

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11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the

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County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

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21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

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

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

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

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

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2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractoragrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).**

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

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

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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

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

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

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

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

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

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

3. Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

Required Coverage Forms

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

Required Endorsements

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

A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

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

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

$1,000,000 combined Single Limit

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Required Coverage Forms

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

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state ***As Required by Written Contract.***

6. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Helmet Communication Kits and Installation Services Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

The initial term of this Contract shall become effective November 16, 2025 and shall continue for three (3) calendar years, unless otherwise terminated as provided herein.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one-year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.

5. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any

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does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of the Indemnification and Insurance section, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, Termination paragraph herein;

B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

C. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. Conflict of Interest – Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

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9. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

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

11. Contractor Personnel – Uniform/Badges/Identification:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract. All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

12. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.

13. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by

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any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

14. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

15. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

A. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article K herein.

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17. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

   1. The dangers of drug abuse in the workplace;

   2. The organization's policy of maintaining a drug-free workplace

   3. Any available counseling, rehabilitation and employee assistance programs; and

   4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

   1. Will receive a copy of the company's drug-free policy statement; and

   2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

   1. Contractor has made false certification, or

   2. Contractor violates the certification by failing to carry out the requirements as noted above.

18. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

19. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

20. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

21. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment

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practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

22. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

23. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

24. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	PVP Communications Inc
Attn:	Jay Calzada
Address:	2310 W. 205th Street Torrance, CA 90501-1436
Phone:	310-212-5432
Email:	jay@pvpcom.com

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County's Project Manager: Sheriff-Coroner	
Attn:	Catalina Hill
Address:	11 Journey Aliso Viejo, CA 92656
Phone:	949-425-1959
Email:	chill@ocsheriff.gov

cc: Sheriff-Coroner/Procurement Services	
Attn:	Mary Barreto, County DPA
Address:	320 N. Flower Street, Santa Ana, CA 92703 Santa Ana, CA 92703
Phone:	(714) 834-2065
Email:	mbarreto@ocsheriff.gov

25. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

26. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall

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County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract .

27. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

28. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

29. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

30. County of Orange Local Small Business Preference Requirements:

Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this contract is executed.

31. Disabled Veteran Business Enterprise Preference Requirements:

Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

32. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve

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the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

33. Permits and Licenses

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

34. Delivery Location - No Loading Dock

Delivery locations may not have loading docks. Contractor is required to make all necessary arrangement for lift trucks or other means necessary to complete delivery. Inside Delivery to secured facilities may be required.

35. Inventory

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

36. Order Dates

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

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ADDITIONAL TERMS AND CONDITIONS - Federal Grant Funds

1. FEDERAL GRANT FUNDS

The following shall apply to purchases made through the expenditure of Federal Grant Funds by the Orange County Sheriff's Department.

A. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of $150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Certifications: Federal Grant Funds: Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.

1. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.

2. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable.

3. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable."

D. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, the Contractor shall agree as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless

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exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

a. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of "funding agreement" under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37

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CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.

I. Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

J. All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

K. Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.

L. Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations, https://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

PVP Communications Inc

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

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

Signature	Name	Title	Date
	MICHAEL DIERINGER	PRESIDENT	10/10/2025
	MICHAEL DIERINGER	SECRETARY	10/10/2025

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

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
		Deputy Procurement Agent	

Approved as to form:
County Counsel

Signature	Name	Title	Date
DocuSigned by: Annie Loo B7726751D1E947E...	Annie Loo	**Deputy**	10/10/2025 | 13:54:11 PDT

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ATTACHMENT A - SCOPE OF WORK

1. Scope of Services

Contractor shall provide Helmet Communication and Installation Services to the Orange County Sheriff-Coroner Department as specified in Attachment B of this contract

2. Contractor Requirements

A. Orders shall be placed at the convenience of each department and on an as needed basis.

B. Contractor shall provide a packing list, bill of lading and/or invoice which correctly identifies each product and quantities that are received. Invoices must be submitted within two (2) days of shipping merchandise or accompany the shipment.

C. Contractor shall supply only items specified in this Contract. No substitutions shall be accepted.

D. Delivery shall be within forty five (45) calendar days from the date of order. Prompt delivery of products is of the essence in this Contract. Any delay in delivery of products shall be grounds for immediate termination of Contract.

E. County may cancel an order before delivery without any penalty or charge, provided the Contractor has not incurred any special production costs in fulfilling the order. Contractor shall provide proof of any such special production costs.

F. For items shipped due to Contractor error, the County shall not pay restocking, shipping, and return costs. County shall not pay any restocking costs if item is new, unused, and in original packing.

G. Installation services include helmet communication kits installed (e.g., boom microphone, wiring harness) into the helmets and all necessary accessories (e.g., screws, clamps, ties) needed for completion for the installation. All installs will be performed at Contractor's location by Contractor technician.

3. Delivery Instructions, Locations, and Operating Hours

A. **Delivery Instructions:** Contractor shall make deliveries Monday through Friday, between the hours of 7:00 a.m. to 3:00 p.m.

No holiday or weekend deliveries will be accepted. County holidays are as follows:

New Year's Day	Martin Luther King, Jr. Day	Lincoln's Birthday
President's Day	Memorial Day	Independence Day
Labor Day	Native American Day	Veterans' Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Day

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B. **Delivery Locations**:

Sheriff-Coroner Location	Contact Info
County of Orange **Southeast Operations**	20202 Windrow Drive Lake Forest, CA 92630 Attn: Brigitte Ludwig (714) 647-1850 bludwig@ocsheriff.gov
County of Orange **Southwest Operations**	**Aliso Viejo Police Services** 12 Journey Ste 100 Aliso Viejo, CA 92656 **Dana Point Police Services** 33282 Golden Lantern St Dana Point, CA 92629 **Laguna Hills Police Services** 24035 El Toro Rd Laguna Hills, CA 92653 **Laguna Niguel Police Services** 30111 Crown Valley Pkwy Laguna Niguel, CA 92677 **Laguna Woods Police Services** 24264 El Toro Road Laguna Woods, CA 92637 **San Clemente Police Services** 100 Avenida Presidio #1 San Clemente, CA 92672 **San Juan Capistrano Police Services** 32506 Paseo Adelanto San Juan Capistrano, CA 92675 Attn: Catalina Hill (949) 425-1959 chill@ocsheriff.gov
County of Orange **Stanton Police Services**	11100 Cedar St. Stanton, CA 92608 Attn: Brigitte Ludwig (714) 647-1850 bludwig@ocsheriff.gov
County of Orange **Yorba Linda Police Services**	20994 Yorba Linda Blvd. Yorba Linda, CA 92887 Attn: Brigitte Ludwig (714) 647-1850 bludwig@ocsheriff.gov

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Sheriff-Coroner Location	Contact Info
County of Orange **Technology Division**	1382 Bell Ave Tustin, CA 92780 Attn: Warehouse (714) 704-7999 technologywarehouse@ocsheriff.gov

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ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a firm fixed fee Contract between County and Contractor for Service Description as set forth in Attachment A, "Scope of Work".

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

2. Fees and Charges:

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

Line Item	Unit of Measure	Description	Unit Cost
1	EA	MISCELLANEOUS ITEMS, NOT TO EXCEED UNIT COST EACH	$700.00
2	EA	SWITCHES, PART AND ACCESSORIES; MISCELLANEOUS ITEMS NOT TO EXCEED UNIT COST EACH	$125.00
3	EA	BRACKET, PVHARPTT-02, F/HARLEY DAVIDSON, PTT, PVP	$26.00
4	EA	BRACKET, PTT, F/BMW RT1200P, PVP, PVRT12PTT-02	$25.00
5	EA	PLUG, PVP105P,HEADSET, MILITARY 5/PIN, PVP COMM.	$44.00
6	EA	JACK, PV105J, F/5 PIN MILITARY HEADSET, FEMALE	$35.00
7	EA	BRACKET, PVST13PTT-02, PTT BRACKET F/HONDA STI1300P	$26.00
8	EA	CABLE, PV8584-060, 5' F/HELMET, PVP COMM.	$119.00

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Line Item	Unit of Measure	Description	Unit Cost
9	EA	CABLE, PV1084KS, 5/PIN/SHORT, BREAKAWAY COIL, PVP	$109.00
10	EA	WINDSCREEN, PVMW734, FOR HELMET MICROPHONES PVP 10/PACK	$42.50
11	EA	MICROPHONE, BOOM, INTERIOR MOUNT, W/WINDSCREEN PVA736M-R10	$129.00
12	EA	MICROPHONE EXTERIOR MOUNT FOR SHOEI RJ HELMET PV736M-R10	$139.00
13	EA	HELMET, SHOEI RJ-PLATINUM LE, OC SHERIFF GREEN/GOLD, INCLUDES RANK BAND AND BUTTONS	$699.00
14	EA	FLAT RATE HELMET KIT INSTALLATION – PVHK1 FOR STANDARD HEADSET AT TIME OF HELMET PURCHASE	$95.00
15	EA	FLAT RATE HELMET KIT INSTALLATION – PVHK2 FOR HEADSETS WITH BLUETOOTH AT THE TIME OF HELMET PURCHASE	$135.00
16	EA	FLAT RATE HELMET KIT INSTALLATION – PVHK3 REMOVAL/INSTALLATION OF BLUETOOTH HEADSET (NO PURCHASE)	$175.00
17	EA	HELMET KIT, EXTERIOR MOUNT, FOR WIRELESS SYSTEM, WITH BLUETOOTH (CELL PHONE OPERATION) – PVHK – 736MR10 – B/M	$582.00
18	EA	HELMET KIT, INTERIOR MOUNT, FOR WIRELESS SYSTEM, WITH BLUETOOTH (CELL PHONE OPERATION) – PVHKA – 736MR10 – B/M	$582.00
19	EA	MOTOR-ONE SHOULDERMIC, WIRELESS SYSTEM, FOR MOTOROLA APX/ XPR SERIES RADIOS, PVSM-XPR/XMA	$769.00
20	EA	HARNESS, MOTOR KIT, FOR 2015+ BMW, HARNESS ONLY, PVSP-RT12A-15/H01	$349.00
21	EA	ADAPTER, AUTOSWITCHING, FOR MOTOROLA APX/XPR SERIES PORTABLE, PVAPX-385/C	$379.00
22	EA	HELMET KIT, FOR SHOEI RJ HELMET, PVHK-736M3R10-D/C PVP	$299.00

Docusign Envelope ID: 639554A0-0892-4DB3-99B4-C2062F99B652

Line Item	Unit of Measure	Description	Unit Cost
23	EA	HELMET KIT, INTERIOR MOUNT, FOR WIRELESS SYSTEM – PVHK-736M3R10-D/M	$329.00
24	EA	HELMET KIT, INTERIOR MOUNT, FOR WIRELESS SYSTEM – PVHKA-736M3R10-D/M	$329.00
25	EA	MOTOR INTERFACE KIT, WIRED SYSTEMS, FOR BMW 2015+, PVP PVXTL-RT12A-15/XC	$769.00
26	EA	JACK, NEXUS TJ-101, PMC-10, 1/4" FEM. F/CYCLEHEADS	$31.00
27	EA	WINDSCREEN, PVMW736, MEDIUM, 10/PACK	$39.50
28	EA	HELMET, SHOEI NEOTEC 3, OC SHERIFF GREEN/GOLD	$1,049.00
29	EA	HELMET, LS2 ADVANT II, OC SHERIFF GREEN/GOLD	$599.00
30	EA	HELMET, LS2 ADVANT X CARBON, OC SHERIFF GREEN/GOLD	$699.00
31	EA	HELMET, HJC F100 CARBON, OC SHERIFF GREEN/GOLD	$699.00
32	EA	HELMET, SCHUBERTH C5, OC SHERIFF GREEN/GOLD	$899.00
33	EA	HELMET KIT, INTERIOR MOUNT, PVHKA-736M3R10-D/C	$299.00
34	EA	HELMET KIT, EXTERIOR MOUNT, FOR WIRELESS SYSTEM, WITH BLUETOOTH (CELL PHONE OPERATION) - PVHK-736M3R10-B/C	$549.00
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36	EA	INTERFACE KIT, MOTOR-ONE WIRELESS, FOR 2015+ BMW, MOTOROLA XTL/APX SERIES MOBILE RADIO, PVXTL-RT12-15/XT2	$995.00
37	EA	INTERFACE KIT, MOTOR-ONE WIRELESS, FOR HONDA ST1300, MOTOROLA XTL/APX SERIES MOBILE RADIO, PVXTL-ST13A-U8/XT2	$995.00

Total Contract amount not to exceed: $406,500. (Initial three-year term.)

Docusign Envelope ID: 639554A0-0892-4DB3-99B4-C2062F99B652

3. Price Increase/Decreases:

No price increases will be considered during the first year/term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

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

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

7. Taxpayer ID Number:

Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address

Docusign Envelope ID: 639554A0-0892-4DB3-99B4-C2062F99B652

b. Contractor's remittance address, if different from "A" above

c. Name of County Agency/Department

d. Delivery/Service address

e. MA-060-26010091

f. Agency/Department's Account Number

g. Date of order

h. Product/Service description, quantity, and prices

i. Sales tax, if applicable

j. Freight/Delivery Charges, if applicable

k. Total

Invoices and support documentation are to be forwarded to:

Sheriff-Coroner – Southwest Operations

Attn: Accounts Payable – Southwest Operations

Adress: 11 Journey, Aliso Viejo, CA 92626

Phone: 949-425-1959

Email: chill@ocsheriff.gov

Invoices and support documentation are to be forwarded to:

Sheriff-Coroner – Southeast Operations

Attn: Accounts Payable – Southeast Operations

Phone: 714-647-1850

Email: bludwig@ocsheriff.gov

Invoices and support documentation are to be forwarded to:

Sheriff-Coroner – Stanton Police Services

Attn: Accounts Payable – Stanton Police Services

Phone – 714-647-1850

Email: bludwig@ocsheriff.gov

Docusign Envelope ID: 639554A0-0892-4DB3-99B4-C2062F99B652

Invoices and support documentation are to be forwarded to:

Sheriff-Coroner – Yorba Linda Police Services

Attn: Accounts Payable – Yorba Linda Police Services

Phone: 714-647-1850

Email: bludwig@ocsheriff.gov

Invoices and support documentation are to be forwarded to:

Sheriff-Coroner-Technology Division

Attn: Accounts Payable – Technology Division

Adress: 1382 Bell Ave, Tustin, CA 92780

Email: technologyinvoices@ocsheriff.gov

Docusign Envelope ID: 639554A0-0892-4DB3-99B4-C2062F99B652

9. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day.

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

Docusign Envelope ID: 639554A0-0892-4DB3-99B4-C2062F99B652

CERTIFICATION REGARDING ANTI-LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor, PVP Communications Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jay Calzada - VP Operations

Name and Title of Contractor's Authorized Official

Date 10/10/2025

Contract Summary Form

OC Expediter Requisition# 1735706, 1735626, 1735697, 1735702

PVP Communications Inc.

Summary of Significant Changes

N/A

Subcontractors

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

Contract Operating Expenses

See attached excerpt from the sole source contract with PVP Communications Inc. for the purchase of motorcycle helmet communication and installation services which details the initial three year term effective November 16, 2025, in the not to exceed amount of $406,500, renewable for two additional one-year terms.

2. Term of Contract:

The initial term of this Contract shall become effective November 16, 2025 and shall continue for three (3) calendar years, unless otherwise terminated as provided herein.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one-year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

ATTACHMENT A - SCOPE OF WORK

1. Scope of Services

Contractor shall provide Helmet Communication and Installation Services to the Orange County Sheriff-Coroner Department as specified in Attachment B of this contract

2. Contractor Requirements

A. Orders shall be placed at the convenience of each department and on an as needed basis.

B. Contractor shall provide a packing list, bill of lading and/or invoice which correctly identifies each product and quantities that are received. Invoices must be submitted within two (2) days of shipping merchandise or accompany the shipment.

C. Contractor shall supply only items specified in this Contract. No substitutions shall be accepted.

D. Delivery shall be within forty five (45) calendar days from the date of order. Prompt delivery of products is of the essence in this Contract. Any delay in delivery of products shall be grounds for immediate termination of Contract.

E. County may cancel an order before delivery without any penalty or charge, provided the Contractor has not incurred any special production costs in fulfilling the order. Contractor shall provide proof of any such special production costs.

F. For items shipped due to Contractor error, the County shall not pay restocking, shipping, and return costs. County shall not pay any restocking costs if item is new, unused, and in original packing.

G. Installation services include helmet communication kits installed (e.g., boom microphone, wiring harness) into the helmets and all necessary accessories (e.g., screws, clamps, ties) needed for completion for the installation. All installs will be performed at Contractor's location by Contractor technician.

3. Delivery Instructions, Locations, and Operating Hours

A. **Delivery Instructions:** Contractor shall make deliveries Monday through Friday, between the hours of 7:00 a.m. to 3:00 p.m.

No holiday or weekend deliveries will be accepted. County holidays are as follows:

New Year's Day	Martin Luther King, Jr. Day	Lincoln's Birthday
President's Day	Memorial Day	Independence Day
Labor Day	Native American Day	Veterans' Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Day

B. **Delivery Locations:**

Sheriff-Coroner Location	Contact Info
County of Orange **Southeast Operations**	20202 Windrow Drive Lake Forest, CA 92630 Attn: Brigitte Ludwig (714) 647-1850 bludwig@ocsheriff.gov
County of Orange **Southwest Operations**	**Aliso Viejo Police Services** 12 Journey Ste 100 Aliso Viejo, CA 92656 **Dana Point Police Services** 33282 Golden Lantern St Dana Point, CA 92629 **Laguna Hills Police Services** 24035 El Toro Rd Laguna Hills, CA 92653 **Laguna Niguel Police Services** 30111 Crown Valley Pkwy Laguna Niguel, CA 92677 **Laguna Woods Police Services** 24264 El Toro Road Laguna Woods, CA 92637 **San Clemente Police Services** 100 Avenida Presidio #1 San Clemente, CA 92672 **San Juan Capistrano Police Services** 32506 Paseo Adelanto San Juan Capistrano, CA 92675 Attn: Catalina Hill (949) 425-1959 chill@ocsheriff.gov
County of Orange **Stanton Police Services**	11100 Cedar St. Stanton, CA 92608 Attn: Brigitte Ludwig (714) 647-1850 bludwig@ocsheriff.gov
County of Orange **Yorba Linda Police Services**	20994 Yorba Linda Blvd. Yorba Linda, CA 92887 Attn: Brigitte Ludwig (714) 647-1850 bludwig@ocsheriff.gov

Sheriff-Coroner Location	Contact Info
County of Orange **Technology Division**	1382 Bell Ave Tustin, CA 92780 Attn: Warehouse (714) 704-7999 technologywarehouse@ocsheriff.gov

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a firm fixed fee Contract between County and Contractor for Service Description as set forth in Attachment A, "Scope of Work".

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

2. Fees and Charges:

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

Line Item	Unit of Measure	Description	Unit Cost
1	EA	MISCELLANEOUS ITEMS, NOT TO EXCEED UNIT COST EACH	$700.00
2	EA	SWITCHES, PART AND ACCESSORIES; MISCELLANEOUS ITEMS NOT TO EXCEED UNIT COST EACH	$125.00
3	EA	BRACKET, PVHARPTT-02, F/HARLEY DAVIDSON, PTT, PVP	$26.00
4	EA	BRACKET, PTT, F/BMW RT1200P, PVP, PVRT12PTT-02	$25.00
5	EA	PLUG, PVP105P,HEADSET, MILITARY 5/PIN, PVP COMM.	$44.00
6	EA	JACK, PV105J, F/5 PIN MILITARY HEADSET, FEMALE	$35.00
7	EA	BRACKET, PVST13PTT-02, PTT BRACKET F/HONDA STI1300P	$26.00
8	EA	CABLE, PV8584-060, 5' F/HELMET, PVP COMM.	$119.00

Line Item	Unit of Measure	Description	Unit Cost
9	EA	CABLE, PV1084KS, 5/PIN/SHORT, BREAKAWAY COIL, PVP	$109.00
10	EA	WINDSCREEN, PVMW734, FOR HELMET MICROPHONES PVP 10/PACK	$42.50
11	EA	MICROPHONE, BOOM, INTERIOR MOUNT, W/WINDSCREEN PVA736M-R10	$129.00
12	EA	MICROPHONE EXTERIOR MOUNT FOR SHOEI RJ HELMET PV736M-R10	$139.00
13	EA	HELMET, SHOEI RJ-PLATINUM LE, OC SHERIFF GREEN/GOLD, INCLUDES RANK BAND AND BUTTONS	$699.00
14	EA	FLAT RATE HELMET KIT INSTALLATION – PVHK1 FOR STANDARD HEADSET AT TIME OF HELMET PURCHASE	$95.00
15	EA	FLAT RATE HELMET KIT INSTALLATION – PVHK2 FOR HEADSETS WITH BLUETOOTH AT THE TIME OF HELMET PURCHASE	$135.00
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Total Contract amount not to exceed: $406,500. (Initial three-year term.)

Revision to ASR and/or Attachments

RECEIVED
2025 OCT 31 PM 12:02
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date: October 31, 2025

To: Robin Stieler, Clerk of the Board

From: Katrina Foley, Fifth District Supervisor

Re: Meeting Date 11/04/2025, Item No. S9F

Explanation:

Change language in Item No. S9F on the November 4, 2025 Board of Supervisors Meeting Agenda.

☐ Revised Recommended Actions

☒ Make modifications to the:

☒Subject ☒ Background Information ☐Summary ☐Financial Impact

~~Please add this as a supplemental item to the November 4, 2025 Board of Supervisors meeting:~~

~~Approve the allocation of $25,000 from Third District discretionary funds to Orange County United Way to support the creation of the Affordable Housing Access Platform (AHAP). This allocation will help advance a collaborative, data-driven solution to one of Orange County's most pressing challenges of access to affordable housing.~~

~~Orange County residents seeking affordable housing often face significant barriers in accessing accurate, up-to-date information. Currently, affordable housing listings and resources are fragmented across multiple government, nonprofit, and private sector websites, making it difficult for individuals and families to find comprehensive information efficiently.~~

~~To address this challenge, Orange County United Way, in collaboration with People for Housing Orange County, a core group of Orange County cities, the Office of Care Coordination, the Orange County Housing Authority, Orange County Community Resources, the Orange County Housing Finance Trust, and stakeholders in housing affordability and homeless prevention, has led the development and design of AHAP. The platform will serve as a centralized online hub to connect residents with affordable housing opportunities throughout the County.~~

Revision to ASR and/or Attachments

~~The $25,000 contribution from the Fifth District's discretionary funds will cover a portion of the development costs. Orange County United Way has funding commitments from Jamboree Housing and the Orange County Community Foundation and continues to seek further public and private partnerships to fully fund the project's upfront costs~~.

Please add this as a supplemental item to the November 4, 2025 Board of Supervisors meeting:

Approve the allocation of $25,000 from Fifth District discretionary funds to Orange County United Way to support the creation of the Affordable Housing Access Platform (AHAP). This allocation will help advance a collaborative, data-driven solution to one of Orange County's most pressing challenges of access to affordable housing.

Orange County residents seeking affordable housing often face significant barriers in accessing accurate, up-to-date information. Currently, affordable housing listings and resources are fragmented across multiple government, nonprofit, and private sector websites, making it difficult for individuals and families to find comprehensive information efficiently.

To address this challenge, Orange County United Way, in collaboration with People for Housing Orange County, a core group of Orange County cities, the Office of Care Coordination, the Orange County Housing Authority, Orange County Community Resources, the Orange County Housing Finance Trust, and stakeholders in housing affordability and homeless prevention, has led the development and design of AHAP. The platform will serve as a centralized online hub to connect residents with affordable housing opportunities throughout the County.

The $25,000 contribution from the Fifth District's discretionary funds will cover a portion of the development costs. Orange County United Way has funding commitments from Jamboree Housing ~~and the Orange County Community Foundation~~ and continues to seek further public and private partnerships to fully fund the project's upfront costs.

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

RECEIVED
2025 OCT 30 PM 1:31
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Clerk of the Board

From: Vice Chair Katrina Foley, Fifth District

Date: October 30, 2025

RE: Supplemental Item for November 4, 2025 Board of Supervisors Meeting S9F

Please add this as a supplemental item to the November 4, 2025 Board of Supervisors meeting:

Approve the allocation of $25,000 from Third District discretionary funds to Orange County United Way to support the creation of the Affordable Housing Access Platform (AHAP). This allocation will help advance a collaborative, data-driven solution to one of Orange County's most pressing challenges of access to affordable housing.

Orange County residents seeking affordable housing often face significant barriers in accessing accurate, up-to-date information. Currently, affordable housing listings and resources are fragmented across multiple government, nonprofit, and private sector websites, making it difficult for individuals and families to find comprehensive information efficiently.

To address this challenge, Orange County United Way, in collaboration with People for Housing Orange County, a core group of Orange County cities, the Office of Care Coordination, the Orange County Housing Authority, Orange County Community Resources, the Orange County Housing Finance Trust, and stakeholders in housing affordability and homeless prevention, has led the development and design of AHAP. The platform will serve as a centralized online hub to connect residents with affordable housing opportunities throughout the County.

The $25,000 contribution from the Fifth District's discretionary funds will cover a portion of the development costs. Orange County United Way has funding commitments from Jamboree Housing and the Orange County Community Foundation and continues to seek further public and private partnerships to fully fund the project's upfront costs.

I ask that the Board of Supervisors approve the following recommended actions at our November 4, 2025 meeting:

1. Allocate $25,000 from Fifth District discretionary funds to the Orange County United Way.

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 Orange County United Way as necessary to effectuate the

purposes of this allocation, including, but not limited to, the allocation of funds to Orange County United Way.

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.

Board of Supervisors

RECEIVED
2025 OCT 30 PM 1:31
CLERK OF THE BOARD
BOARD OF SUPERVISORS

Memorandum

Doug Chaffee

Date:	10/30/2025
To:	Robin Stieler, Clerk of the Board
From:	Vice Chair Katrina Foley, Fifth District
Re:	Supplemental Item for the November 4, 2025 Meeting of the Board of Supervisors

S9G

Agenda Item Title: Allocation of $25,000 to Laguna Dance Festival.

Summary: Vice Chair Foley requests approval for the allocation of $25,000 from the Fifth District discretionary funds to support Laguna Dance Festival

Purpose of Funding: *Laguna Dance Festival* is a 501(c)(3) non-profit organization deeply dedicated to the arts and community. The award-winning organization is committed to collaboration, dance presentation, and education through an artistic lens that strategizes innovative ways to commission artists, educate young dancers, and unite people of all ages and cultures. Funding from this allocation will support Laguna Dance's "*WE The People*" productions in recognition of the 250th Anniversary of the Declaration of Independence. The production to celebrate American creativity during a historic national milestone will take place in August 2026. This includes youth engagement through student workshops, performance, and mentorship in addition to collaboration with local artists and emerging talent.

Recommended Action Items:

1. Approve the allocation of $25,000 from Fifth District discretionary funds to Laguna Dance Festival.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the public safety needs of County residents and visitors.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Laguna Dance Festival as necessary to effectuate the purposes of this allocation.
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.

Memorandum

To: Robin Stieler, Clerk of the Board

From: Katrina Foley, Fifth District Supervisor

Date: October 30, 2025

RE: Add Supplemental Item for the November 4, 2025 Meeting of the Board of Supervisors

Please place a supplemental item on the November 4, 2025 meeting of the Board of Supervisors to appoint Meredith Chillemi to the Orange County Older Adults Advisory Commission for the term concurrent with the Supervisor's Term of office (previous member was Patty Barnett Mouton).

RECEIVED
2025 OCT 30 PM 1:31
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

Orange County Older Adults Advisory Commission (OAAC)

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Meredith (First Name) | (Middle Name) | Chillemi (Last Name)

(Street Address) | Laguna Niguel (City) | CA (State) | (Zip Code)

(Home Phone Number) | (Cell Phone Number)

(Email Address)

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

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

ARE YOU A CITIZEN OF THE UNITED STATES: ■ **YES** □ **NO**

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? ■ **YES** □ **NO**

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

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
South Shores Church	2004	current
CalOptima Health MAC Vice Chair	2021	current

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

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

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

□YES ■ NO

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

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

I want to help make Orange County a great place to age.

DATE: 10/30/2025 **APPLICANTS SIGNATURE:** Meredith Chilcoat

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

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

Date referred: _____

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

□ All BOS □ BCC Contact Person Name _____

Renee Ramirez
Director, OC Community Services

Claudia Harris
Director, Office on Aging

1300 S. Grand Ave., Bldg. B
Santa Ana, California 92705

Phone: (714) 480-6450
Fax: (714) 567-5021
Info/Assistance: (800) 510-2020
Website: officeonaging.ocgov.com

OC COMMUNITY SERVICES
OC OFFICE ON AGING

OLDER ADULTS ADVISORY COMMISSION

APPLICATION FOR MEMBERSHIP

Persons applying to become members of the **Older Adults Advisory Commission (OAAC)** acknowledge the following: (1) Each member is required to attend monthly meetings (2) Each member is required to attend an annual training session scheduled by the Office on Aging, sign a Code of Ethics form and complete the AB1234 training; (3) Each member must actively pursue an understanding of the Older Americans Act; and (4) Each member must have access to a computer and have an e-mail address.

I, Meredith Chillemi, hereby apply to serve on the Older Adults Advisory Commission.
(PRINT NAME)

E-MAIL:	[redacted]	PHONE:	[redacted]
ADDRESS: (Street)		RESIDING DISTRICT:	5
(City, State, Zip)	Laguna Niguel CA	DATE:	9/29/25

NOTE: Contact information such as email and phone may be shared with other members of the Commission for internal communication.

AGE:	BIRTH MONTH AND YEAR:

RACE/ETHNICITY:
In compliance with the Title 22 of the State Regulation, Article 3, Section 7302, the California Department on Aging requests that the Area Agencies on Aging Area Plans obtain the following information from the Area Agency on Aging Advisory Commission. Please check the box that applies to you:

☐	Asian or Pacific Islander (includes Chinese, Filipino, Japanese, Korean, Samoan, Vietnamese)	☐	African American
☐	Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)	☐	Native American or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)
■	Caucasian	☐	Other _____

A. WORK HISTORY:

Dates:	9/2022 to current	Employer:	LeadingAge CA
Title:	VP, Regulatory Affairs	Duties:	Represent nonprofit providers of housing, care and services for older adults

Dates:		Employer:	
Title:		Duties:	

B. VOLUNTEER HISTORY:

Dates:	2022 to current	Agency:	South Shore Church
Title:	Table Leader	Duties:	Facilitate Women's Ministry Discussion
Dates:	2020 to reappointment	Agency:	OAAC
Title:	Immediate Past Chair	Duties:	Support Chair

C. EDUCATION:

DEGREE(S):	Masters, Gerontology and Health Administration
PROFESSIONAL DESIGNATION OR LICENSE	RCFE Certificate
MILITARY SERVICE?	☐ YES ■ NO

D. REFERENCES:

NAME	TITLE	PHONE #

LIST NAME OF BOARD MEMBERSHIP(S)/AFFILIATION(S):	DATES SERVED:
CalOptima Health MAC Vice Chair	2021 to current

PLEASE DESCRIBE YOUR INTERESTS AND/OR REASONS FOR WANTING TO BE ON THIS COMMISSION:

1. ARE YOU A PAID SERVICE PROVIDER OF OLDER ADULT SERVICES? ☐ YES ■ NO
   IF YES, PROVIDER NAME: _____
2. ARE YOU A LOCAL ELECTED OFFICIAL? ☐ YES ■ NO
3. ARE YOU A REPRESENTATIVE OF LOW-INCOME OLDER ADULTS? ■ YES ☐ NO
4. ARE YOU A REPRESENTATIVE OF PERSONS WITH DISABILITIES? ☐ YES ■ NO
5. ARE YOU A REPRESENTATIVE OF A HEALTH CARE PROVIDER? ■ YES ☐ NO
   IF YES, PROVIDER NAME: Nonprofit CCRCs in Orange County
6. ARE YOU A FAMILY CAREGIVER INCLUDING OLDER RELATIVE CAREGIVER? : ☐ YES ■ NO
7. ARE YOU A TRIBAL REPRESENTATIVE? ☐ YES ■ NO
8. ARE YOU A VETERAN? ☐ YES ■ NO
9. ARE YOU A REPRESENTATIVE OF THE LGBTQ COMMUNITY? ☐ YES ■ NO

IS THERE ANY SPECIAL SKILL OR ABILITY YOU FEEL YOU COULD CONTRIBUTE TO THE OLDER ADULTS ADVISORY COMMISSION? IF SO, PLEASE DESCRIBE: e.g. Presentations, Leadership, Other Languages:

SEE ATTACHED INFORMATION: ☐

OAAC APPLICATION CONFLICT OF INTEREST DISCLOSURE GUIDELINES

Members of the OLDER ADULTS ADVISORY COMMISSION (OAAC) who vote, participate in Requests for Proposals, and/or evaluate programs under the Older Americans Act, Older Californians Act, and Tobacco Settlement Revenue are subject to the County of Orange Conflict of Interest and Disclosure guidelines.

Members of the OAAC shall not discuss, advocate, or vote on any matter in which they have a conflict or potential conflict of interest or an interest which reasonably might appear to be in conflict with the concept of fairness in dealing with public funds. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the Council in addition to other remedies at law.

If a Commission member believes he/she has a conflict or potential conflict of interest on a particular issue, then that member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue, program or transaction under consideration. The member should then recuse himself/herself from considering and voting on the matter. In cases where a Commission member declares a conflict or potential conflict of interest, the member shall recuse himself/herself from all discussion and consideration until voting is completed on the matter in question.

Any Commission member having questions or needing assistance regarding the interpretation of these conflict of interest and disclosure guidelines should contact the OC Office on Aging. The OoA staff will assist the member with questions and make recommendations on whether or not the Commission member should recuse himself/herself from voting. The Commission member may request that OoA staff respond in writing.

I, Meredith Chillemi _____, acknowledge the above stated conflict of interest and
(PRINT NAME)
disclosure guidelines by signing this document and declare that I will abide with the guidelines accordingly.

_____ Meredith Chillemi 9/29/2025 _____
Signature Date

RETURN TO:	
OC OFFICE ON AGING OAAC Application Processing 1300 S. GRAND AVE., BLDG. B SANTA ANA, CA 92705 (714-480-6450)	DATE RECEIVED: _____ DATE REVIEWED BY OAAC: _____ DATE APPROVED BY OAAC: _____

Meredith Chillemi, MSG/MHA

Select core competencies:

INITIATIVE	TEAM LEADERSHIP	HIGH-QUALITY RESULTS
FRIENDLY AND PROFESSIONAL	STRATEGIC THINKER
EXCELLENT WRITTEN AND VERBAL COMMUNICATION	PROMPT AND RELIABLE

Board and Advisory Committee Memberships

- Past Chair, County of Orange Older Adults Advisory Commission
- Vice Chair, CalOptima Health Member Advisory Committee, representing seniors
- Member of OC Office on Aging Re-Opening Roundtable, preparing information and assistance for senior centers
- California Collaborative for Long Term Services and Support Aging Masterplan Workgroup member
- Older Adult Coalition Services Workgroup

Professional Experience

LeadingAge California 2022-current

Vice President, Regulatory Affairs

- Advocate on behalf of aging services members to provide informed stakeholder feedback concerning funding and regulatory actions.
- Liaison to members for educational opportunities surrounding the California Data Exchange Framework, and CalAIM initiatives with a focus on managed care collaborations.
- Engage with members to keep them apprised of regulatory actions taken by the California Department of Social Services, California Department of Public Health, and California Department of Health Care Services.
- Staff lead for the LeadingAge California policy cabinets and workgroups.

LeadingAge 2022

Director, Medicaid and HCBS Policy

- Engaged with members of federal updates and fielding their concerns and requests to inform policy platforms via member networks, weekly Coronavirus Policy update calls and curated daily and weekly content.
- Provided consultation to state partners regarding the HCBS Settings Rule, Medicaid Assisted Living regulations, and Conflict Free Case Management.
- Collaborated with the National Adult Day Services Association on CMS Regulatory updates and state advocacy opportunities.

Life Skills Training and Educational Programs (LifeSTEPS) 2002 - 2021

Senior Director of Supportive and Health Services (2020-2021)

- Thought and communications leader in planning, strategy and goal setting for two departments: Supportive and Health Services and Curriculum. Supervised work groups of 30 team members.
- Brand ambassador to internal and external audiences; lifting the mission, vision and values of LifeSTEPS.
- Oversaw Inventive Case Management services to 300 homeless and formerly homeless clients.
- Legislative advocacy for the RN Coaching model, in which RNs provide health and wellness education and transitions of care from rehab and hospitalization back to independent living in the affordable housing setting.
- Supervised creation of health and wellness educational materials and delivery for youth and adults

residing in 340 affordable housing complexes, including the Summer Reading Program iRead content and book selections, curriculum and collaboration with local libraries.

Director of Aging and Education Services (2018-2020)

- Created and supervised the LifeSTEPS' RN Coaching PILOT Program, which earned a 2020 HUD Secretary's Award for Healthy Homes, an annual recognition that promotes healthier housing through partnering, outreach, and innovative practices.
- Staff Gerontologist on older adult programming; conduct internal and external training on aging in place best practices with developer partners and at LeadingAge and Housing California conferences.
- Created logic models, documentation and training on community resources, case management interventions and referrals for wrap-around social service programming for all age groups.

Director of Curriculum (2012 – 2018)

- Provided weekly executive coaching to the Director of Operations, to discuss regional supervisor mentorship, property management relations, staffing and recruitment, and focus area outcomes.
- Evaluated and interpreted data from needs assessments and staff case management entries; interpreted and apply social services regulatory requirements stipulated in fee for service and governmental contracts.
- Curated life skills and health literacy curriculum for residents of all age groups.

Regional Leadership at LifeSTEPS (2002 – 2012)

- Facilitated exceptional program creation, content and delivery. This foundational work allows LifeSTEPS to be seen as a premier social services provider in the affordable and supportive housing arenas.
- Supervision of program operations in Southern California, and ultimately throughout the State of California.
- Inspired a group of Regional Directors to provide excellence in programming and staff mentorship.
- Planned, reviewed and directed the work of the Program Operations support staff.
- Developed the LifeSTEPS' Training Academy for key agency roles, allowing new hires to experience extensive orientation support on their essential job duties.

Education

Master's Degree in Health Administration (MHA) and Master's Degree in Gerontology
University of Southern California

Bachelor's Degree in Sociology
University of California, Los Angeles

Health Care Executive Program
UCLA Anderson School of Management

EMERGE Leadership Program
LeadingAge California

RECEIVED
2025 OCT 31 AM 11:18
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Board of Supervisors

Memorandum

October 31, 2025

To: Chair Chaffee, 4th District

From: Supervisor Vicente Sarmiento, 2nd District

S91

Subject: Addition of Supplemental Item to the November 04, 2025 Board Meeting Agenda

I ask that the Board of Supervisors approve the following recommended actions at the November 04, 2025, meeting:

1. Approve the use of $30,000 from Second District, Budget Control 007, to support and expand The Friendly Center existing food pantry program with the goal of increasing capacity to provide food to families facing food insecurity in the Second District. The Friendly Center must comply with all County expenditure reporting requirements.

2. Find under Government Code section 26227 that these expenditures are necessary to meet the social needs of County residents.

3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into agreements as necessary to effectuate the purposes of these allocations.

4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of these allocations.

Due to the federal government shutdown, on November 1, 2025, a great number of families in Orange County and specifically the Second District will no longer receive CalFresh and SNAP benefits until the federal government shutdown is resolved. On average Orange County residents receive $62 million in CalFresh benefits every month, with the average family receiving about $433 in benefits. In the Second District alone, 85,000 residents rely on CalFresh to feed their families. As of January, of this year 325,613 people countywide were CalFresh recipients. More than half of these recipients (6 in 10) are lower-income children or seniors.

Exacerbating this problem is the fact that approximately 10,000 federal workers live in Orange County and most if not all, are no longer receiving paychecks due to the same federal government shutdown. The County's 211OC system, a nonprofit hotline with 25 operators, reported that for the first time since the Covid Pandemic Emergency, calls for food assistance are outpacing calls for rental assistance.

The Friendly Center in Orange currently operates a food pantry program to support individuals facing food insecurity. This funding will expand food assistance to families in District 2 who have been directly affected by the government shutdown.

Docusign Envelope ID: 6C0DFB6D-D898-453A-A7A0-D8F2C1952D6B

CLERK OF THE BOARD

MEMORANDUM

October 29, 2025

To: Honorable Board of Supervisors

From: Jamie Ross, Assistant Clerk of the Board DS JR

Subject: Correction to item number, 11/4/25, BOS agenda

The agenda item below numbered incorrectly by the Clerk of the Board:

S12A. ~~S9D~~. **OC Public Works** - Public Hearing to consider adopting resolutions and second readings and adoption of "An Ordinance of the County of Orange, California, Repealing the International Building Code, 2021 Edition; the California Building Code, 2022 Edition; the California Residential Code 2022 Edition; the California Energy Code, 2022 Edition; the California Green Building Standards Code, 2022 Edition; the California Historical Building Code, 2022 Edition; the California Existing Building Code, 2022 Edition; Repealing Ordinance 22-004 and adopting by reference the California Building Code, 2025 Edition; the International Building Code, 2024 Edition; the California Residential Code, 2025 Edition; the California Energy Code, 2025 Edition; the California Green Building Standards Code, 2025 Edition; the California Historical Building Code, 2025 Edition; the California Existing Building Code, 2025 Edition; and the California Wildland-Urban Interface Code, 2025 Edition with Amendments Thereto."; "An Ordinance of the County of Orange, California, Repealing the 2021 Edition of the Uniform Plumbing Code, Repealing the 2022 Edition of the California Plumbing Code Repealing Ordinance 22-005, and adopting by reference the Uniform Plumbing Code, 2024 Edition and the California Plumbing Code, 2025 Edition, Including Appendices, with Amendments Thereto."; "An Ordinance of the County of Orange, California Repealing the 2021 Edition of the Uniform Mechanical Code, Repealing the 2022 Edition of the California Mechanical Code, Repealing Ordinance 22-006 and adopting by reference the Uniform Mechanical Code, 2024 Edition, and the California Mechanical Code, 2025 Edition, Amendments Thereto."; "An Ordinance of the County of Orange, California Repealing the National Electrical Code, 2020 Edition, Repealing the California Electrical Code, 2022 Edition, Repealing Ordinance 22-007 and adopting by reference the National Electrical Code, 2023 Edition and the California Electrical Code, 2025 Edition with Amendments Thereto."; "An Ordinance of the County of Orange, California Repealing the California Fire Code, 2022 Edition Ordinance 22-008 and adopting by reference the California Fire Code, 2025 Edition with Appendix B, BB, C, CC, and H and Amendments Thereto." - All Districts (Continued from 10/28/25, Item 27)

Cc: Leon Page, County Counsel
Michelle Aguirre, CEO

Agenda Item

AGENDA STAFF REPORT

ASR Control 25-000674

MEETING DATE:	10/28/25
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	OC Public Works (Approved)
DEPARTMENT CONTACT PERSON(S):	Justin Kirk (714) 667-1627
	Hadi Tabatabaee (714) 667-8843

SUBJECT: Adopt 2025 California Building Standards and Fire Code

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	Approved Resolution(s) and Ordinance(s)	Public Hearing 3 Votes Board Majority

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

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

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Levine Act Review Completed: N/A

Prior Board Action: 12/6/2022 #28, 11/25/19 #20, 11/22/2016 #32

RECOMMENDED ACTION(S):

1. Find that the proposed project is statutorily exempt from CEQA pursuant to Section 21080(b)(1) of the Public Resources Code and Section 15268(c) (Ministerial Projects) of the CEQA Guidelines.

2. Read the titles of the Ordinances "2025 Building Standards, Plumbing Code, Mechanical Code, Electrical Code and Fire Code."

3. Order further reading of the Ordinances be waived.

4. Direct the Ordinances and Resolutions be placed on the agenda of the next regularly scheduled Board of Supervisors meeting as a public hearing pursuant to Government Code Section 50022.3 for adoption.

5. At the next regularly scheduled Board of Supervisors meeting, conduct public hearing, consider the matter and adopt the Ordinances and Resolutions.

SUMMARY:

Adoption of the proposed Ordinances, "2025 Building Standards, Plumbing Code, Mechanical Code, Electrical Code and Fire Code" and Resolutions amending Title 7 (Building Regulations) and Title 3 (Fire Protection and Explosives) of the County of Orange Codified Ordinances will meet state mandates and support construction of safe private and public structures and facilities.

BACKGROUND INFORMATION:

The State Health and Safety Code (HSC), Section 17958 (Attachment V) mandates that the California Building Standards Commission (CBSC) adopt and publish the California Code of Regulations (CCR), Title 24, also referred to as the California Building Standard Codes, every three years. The section of the HSC also authorizes local governments to adopt more restrictive amendments to the California Construction Codes (CCC) based on local climatic, topographical and geological conditions. Title 24 of the CCC includes the Building Code; Residential Code; Energy Code; Green Building Standards Code (GBSC); Plumbing, Mechanical, Electrical, existing Building Code, Wildland-Urban Interface Code and Fire Codes.

The County of Orange (County) is required by State of California (State) law to adopt the latest edition of these codes once adopted by the State. The updated codes, along with County-specific amendments, will become effective January 1, 2026, as mandated by state law, and will apply to all unincorporated areas of Orange County and County-owned facilities.

The 2025 Edition of the CCR, Title 24, has been adopted by the CBSC. It incorporates both state-specific codes and Model Codes as developed and published by non-profit organizations such as the International Code Council (ICC), International Association of Plumbing and Mechanical Officials (IAPMO) and National Fire Protection Association (NFPA).

Below is a summary of the 2025 California Construction Codes and their corresponding Model Codes.

California Construction Codes	**Referenced Model Codes**
2025 California Building Code	2024 International Building Code (ICC)
2025 California Historical Building Code	Not Applicable
2025 California Existing Building Code	Not Applicable
2025 California Residential Code	2024 International Residential Code (ICC)
2025 California Energy Code	Not Applicable
2025 California Green Building Standards Code	Not Applicable
2025 California Plumbing Code	2024 Uniform Plumbing Code (IAPMO)
2025 California Mechanical Code	2024 Uniform Mechanical Code (IAPMO)
2025 California Electrical Code	2023 National Electrical Code (NFPA)
2025 California Fire Code	2024 International Fire Code (ICC)
2025 Wildland-Urban Interface Code	Not Applicable

The Board of Supervisors (Board) adopted the 2016, 2019 and 2022 editions of these CCCs, along with County-specific amendments, on November 22, 2016; November 25, 2019; and December 6, 2022, respectively.

The 2025 CCC adoption proposes to carry forward existing County amendments, due to local climatic, topographical and geological conditions. Findings are required to justify the code modifications. Justifications for these amendments are provided in the attached resolutions, which include the required findings.

Upon approval, the proposed ordinances would amend Title 7 - Building Regulations and Title 3 - Fire Protection and Explosives of the County's Codified Ordinances. While closely aligned with the State code, the proposed ordinances include existing administrative amendments that support local building regulation management, such as permit issuance and appeal processes, requirements for underground utilities, permit expiration/renewal, special inspection provisions and violation/penalty enforcement. Local fire protection provisions are based on recommendations from the Orange County Fire Authority.

The proposed ordinances would also maintain the existing County amendments:

a. Seismic repair/reconstruction standards for buildings damaged after a major earthquake,
b. Specific design criteria related to wind speed, seismic design category, flood hazard zones, etc.,
c. Steel reinforcement requirements in residential footings to improve earthquake resistance,
d. Requirements for drainage devices at retaining walls to reduce water pressure,
e. Clarification of "Sustainability" definitions in the Green Building Standards Code, and
f. Clarification of water conservation inspection procedures for automatic outdoor irrigation systems, as required in the GBSC.

The proposed amendments would provide enhanced safety and protection for residents in the unincorporated areas of Orange County. They are also consistent with recommendations endorsed by the ICC Chapter of the County's Code Uniformity Group and have been reviewed by several local stakeholder groups (support letters included as Attachments W-Y). Most incorporated cities in Orange County are adopting similar local amendments.

Compliance with CEQA: The proposed project is statutorily exempt from review under CEQA, as a ministerial action pursuant to Public Resources Code Section 21080(b)(1) and Section 15268(c) of the CEQA Guidelines.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - CEQA Notice of Exemption
Attachment B - 2025 Building Code, Redline Version
Attachment C - 2025 Building Code Adoption Summary
Attachment D - 2025 Plumbing Code, Redline Version
Attachment E - 2025 Plumbing Code Adoption Summary
Attachment F - 2025 Mechanical Code, Redline Version
Attachment G - 2025 Mechanical Code Adoption Summary
Attachment H - 2025 Electrical Code, Redline Version
Attachment I - 2025 Electrical Code Adoption Summary
Attachment J - 2025 Fire Code, Redline Version
Attachment K - 2025 Fire Code Adoption Summary

Attachment L - Proposed 2025 Building Standards Code Ordinance
Attachment M - Resolution for Building Standards Code Amendments
Attachment N - Proposed 2025 Plumbing Code Ordinance
Attachment O - Resolution for Plumbing Code Amendments
Attachment P - Proposed 2025 Mechanical Code Ordinance
Attachment Q - Resolution for Mechanical Code Amendments
Attachment R - Proposed 2025 Electrical Code Ordinance
Attachment S - Resolution for Electrical Code Amendments
Attachment T - Proposed 2025 Fire Code Ordinance
Attachment U - Resolution for Fire Code Amendments
Attachment V - Health and Safety Code Section 17958
Attachment W - Development Processing Review Committee Support Letter
Attachment X - Rancho Mission Viejo Support Letter
Attachment Y - Building Industry Association Support Letter
Attachment Z - Public Resources Code Section 21080 (b)(1)
Attachment AA - Government Code Section 50022.3
Attachment BB - Public Resources Code Section 15268(c)

ORANGE COUNTY OC Public Works

CEQA NOTICE OF EXEMPTION

To: County Clerk, County of Orange

From: County of Orange
OC Public Works, Development Services/Planning

Public Project Number (PP): PP-25-0148

Project Title: 2025 OC Building Codes and Fire Code Adoption

Project Location(s): Unincorporated Orange County, CA

Project Description: The project entails adoption of proposed ordinances and resolutions amending Title 7 (Building Regulations) and Title 3 (Fire Protection and Explosives) of the County's Codified Ordinances to meet State mandates and to support construction of safe private and public structures and facilities.

Name of Public Agency Approving Project: Board of Supervisors

Name of County Agency Carrying-Out Project: OCPW/Development Services

Address of County Agency: 601 North Ross Street, Santa Ana, CA 92701

Exempt Status:

☐ Ministerial (Guidelines Section No. 15268)
☐ Emergency Project (Guidelines Section No. 15269)
☐ Common Sense (Guidelines Section No. 15061(b)(3))
☒ Statutory Exemption: Section 15268(c) – Ministerial Projects
☐ Categorical Exemption:
☒ Other Exemption: Public Resources Code (PRC) Section 21080(b)(1)

Reason(s) why project is exempt: Ministerial Projects proposed to be carried out or approved by public agencies are excluded from CEQA per PRC Section 21080(b)(1), and pursuant to Section 15268(c) each public agency should, in its implementing regulations or ordinances, provide an identification or itemization of its projects and actions which are deemed ministerial under the applicable laws and ordinances.

Date of Decision:

CEQA Contact Person: Virginia Gomez, Senior Planner Phone: 714-667-1614

Project Manager Signature: _____

Name:

Title:

Fish & Game Fees: Pursuant to Section 711.4 (c) (2)(A) of the California Fish and Game Code, this project is exempt from the required fees, as it is exempt from CEQA. Filing Fee is exempt per Government Code Section 6103.
Form Rev. 3.12.20

County Administration South
601 North Ross Street
Santa Ana, California 92701

P.O. Box 4048
Santa Ana, CA 92702-4048

(714) 667-8800

info@ocpw.ocgov.com

OCPublicWorks.com

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA, REPEALING THE INTERNATIONAL BUILDING CODE, ~~2018~~ 2021EDITION; THE CALIFORNIA BUILDING CODE, ~~2019~~ 2022 EDITION; THE CALIFORNIA RESIDENTIAL CODE~~, 2019~~2022 EDITION; THE CALIFORNIA ENERGY CODE, ~~2019~~ 2022 EDITION; THE CALIFORNIA GREEN BUILDING STANDARDS CODE, ~~2019~~ 2022 EDITION; THE CALIFORNIA HISTORICAL BUILDING CODE, ~~2019~~ 2022 EDITION; THE CALIFORNIA EXISTING BUILDING CODE, ~~2019~~ 2022 EDITION; REPEALING ORDINANCE ~~19-006~~22-004 AND ADOPTING BY REFERENCE THE CALIFORNIA BUILDING CODE, ~~2022~~ 2025 EDITION; THE INTERNATIONAL BUILDING CODE, ~~2021~~ 2024 EDITION; THE CALIFORNIA RESIDENTIAL CODE, ~~2022~~ 2025 EDITION; THE CALIFORNIA ENERGY CODE, ~~2022~~ 2025 EDITION; THE CALIFORNIA GREEN BUILDING STANDARDS CODE, ~~2022~~ 2025 EDITION; THE CALIFORNIA HISTORICAL BUILDING CODE, ~~2022~~ 2025 EDITION; THE CALIFORNIA EXISTING BUILDING CODE, ~~2022~~ 2025 EDITION; AND THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2025 EDITION WITH AMENDMENTS THERETO.

The Board of Supervisors of the County of Orange, California, ordains as follows:

SECTION 1. Article 2 of Division 1 of Title 7 of the Orange County Codified Ordinances is hereby repealed.

SECTION 2. Article 2 of Division 1 of Title 7 of the Orange County Codified Ordinances is hereby added to read as follows:

ARTICLE 2. BUILDING AND STRUCTURES

Section 7-1-12. ADOPTION OF CALIFORNIA BUILDING CODE, INTERNATIONAL BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ENERGY CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA HISTORICAL BUILDING CODE, ~~AND~~ CALIFORNIA EXISTING BUILDING CODE, AND CALIFORNIA WILDLAND-URBAN INTERFACE CODE ~~.~~

a. The Board of Supervisors of the County of Orange hereby adopts the California Building Code, ~~2022~~ 2025 Edition and the International Building Code, ~~2021~~ 2024 Edition, as published by the International Code Council, including Division II of Chapter 1 Administration, Appendix C, Appendix I, except Chapters 1, 11, 27, 28, 29 in the text of the International Building Code, except such portions as are deleted, modified, or amended in this Article. Chapter 1 of the International Building Code is

replaced with Division II of Chapter 1 of the California Building Code with County amendments.

The Board of Supervisors of the County of Orange hereby adopts the California Residential Code, 2022 Edition, including Appendix ~~AH~~ BF and Appendix ~~AX~~CI. Division II of Chapter 1 of the California Residential Code is replaced with Division II of Chapter 1 of the California Building Code with County amendments.

The Board of Supervisors of the County of Orange hereby adopts the California Energy Code, ~~2022~~ 2025 Edition.

The Board of Supervisors of the County of Orange hereby adopts the California Green Building Standards Code, ~~2022~~ 2025 Edition. Chapter 1 of the California Green Code is added to Division II of Chapter 1 of the California Building Code with County amendments.

The Board of Supervisors of the County of Orange hereby adopts the California Historical Building Code, ~~2022~~ 2025 Edition.

The Board of Supervisors of the County of Orange hereby adopts the California Existing Building Code, ~~2022~~ 2025 Edition. Division II of Chapter 1 of the California Existing building Code is replaced with Division II of Chapter 1 of the California Building Code with County amendments.

The Board of Supervisors of the County of Orange hereby adopts the California Wildland-Urban Interface Code, 2025 Edition. Sections 108, 110, and 112 of Division II of Chapter 1 of the California Wildland- Urban Interface Code are replaced with Sections 109, 111, and 113 of Division II of Chapter 1 of the 2025 California Building Code with carry over existing County amendments.

b. The purpose of these codes is to prescribe regulations for the erection, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures.

c. Not less than one (1) copy of each has been made and is now filed in the office of the OC Public Works. They are hereby adopted and incorporated as if set forth at length herein. Whenever there is a difference between the California Code and the International Code, the California Code shall prevail.

Section 7-1-13. SECTION 101.1 OF DIVISION II of CHAPTER 1 AMENDED.

Section 101.1 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby amended to read as follows:

TITLE

Section 101.1 ~~these~~ These regulations shall be known as the Orange County Building Code, hereinafter referred to as "this Code".

Section 7-1-14. SECTION 101.2 AND SECTION 101.4 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 101.2 and Section 101.4 Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby amended to read as follows:

SCOPE

Section 101.2. The provisions of this Code shall apply to the construction, alteration, movement, enlargement, replacement, equipment, location, removal, demolition, repair, maintenance and use and occupancy of any building or structure within the unincorporated area of the County, and County-owned buildings and structures within incorporated cities, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated in this Code, and hydraulic flood control structures.

Where, in any special case, different sections of this Code specify different materials, method of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Wherever in this Code reference is made to the Appendix, the provisions in the Appendix shall not apply unless specifically adopted.

Section 101.4. The other codes listed in Section 101.4.1 through 101.4.7 and referenced elsewhere in the Code shall be considered part of the requirements of the Code to the prescribed extent of each such reference.

Section 101.4.1 Gas. The provisions of the California Plumbing Code shall apply to the installation

of gas piping from the point of delivery, gas appliances and related accessories as covered in this Code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

Section 101.4.2 Mechanical. The provisions of the California Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

Section 101.4.3 Plumbing. The provisions of the California Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the California Plumbing Code shall apply to private sewage disposal systems.

Section 101.4.4 Property Maintenance. The provisions of the California Existing Building Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

Section 101.4.5 Fire Prevention. The provisions of the California Fire Code shall apply to all matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Section 101.4.6 Energy. The provisions of the California Energy Code, Title 24, Part 6 shall apply to all matters governing the design and construction of buildings for energy efficiency.

Section 101.4.7 Existing buildings. The provisions of the California Existing Building Code, Title

24, Part 10 shall apply to all matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

Section 101.4.8 Wildland-urban interface. The provisions of Part 7, the California Wildland-Urban Interface Code shall apply to buildings and structures built in the wildland-urban interface (WUI) or a Fire Hazard severity zone.

Section 7-1-15. SECTION 101.5 OF DIVISION II OF CHAPTER 1 ADDED.

Section 101 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby amended by adding Section 101.5 to read as follows:

UNDERGROUND UTILITIES REQUIRED

Section 101.5. The Building Official shall, as a condition precedent to the issuance of a Building Permit, require all utility services located within the exterior boundary lines of lot or parcel of property to be installed underground if:

(1) The property is to be developed with a new or relocated main building;

(2) The remodeling, alteration, or addition to an existing main building, exceeds 50 percent of the value and/or area of the existing building;

(3) A residential building or use is converted to any nonresidential use or purpose.

For purposes of this section, the term "main building" shall mean a building in which is conducted the principal use of the lot or building site on which it is located.

The owner or developer of the property is responsible for complying with the requirements of this section and shall provide all necessary facilities on the property to receive such service from the supplying utilities.

If it is determined that practical difficulties, or unreasonable hardships inconsistent with the purposes of this chapter and unique to a particular parcel of property, would result from the literal interpretation of this section, the Building Official may waive, modify or delay the imposition of an underground requirement imposed pursuant to this section upon written application of any affected

property owner. The Building Official shall notify the applicant of his decision in writing by certified mail. If the Building Official determines to delay the installation of required underground utilities, he may require a recorded agreement guaranteeing the future performance of the work, together with adequate performance security enforceable by the County in the form of a cash deposit, bond, letter of credit, or other instrument satisfactory to the County Counsel.

For purposes of this section, appurtenances and associated equipment such as, but not limited to, surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, and concealed ducts in an underground system, may be placed above ground.

Any person dissatisfied with the decision of the Building Official may file an appeal with the Hearing Officer within fifteen (15) days after the decision of the Building Official is deposited in the mail by filing a written statement setting forth the reasons for said appeal with the County Clerk. The Hearing Officer may overrule, modify, or affirm the decision of the Building Official.

Section 7-1-16. SECTION 116 OF DIVISION II OF CHAPTER 1 REPLACED.

Section 116 of Division II of Chapter 1 of the ~~2022~~2025 California Building Code is hereby replaced to read as follows:

UNSAFE BUILDING, NUISANCES, NOTICE, ADMINISTRATIVE HEARING, APPEAL.

Section 116. (a) Unsafe Buildings. All buildings or structures which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage, or abandonment, as specified in this Code or in any other effective ordinance or statute, are, for the purpose of this section, unsafe buildings and constitute an unsafe condition. All such unsafe buildings or conditions are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, improvement, removal, or demolition, in whole or part, in accordance with the procedures specified in this section.

(b) Fire Hazard. No person, including but not limited to the state and its political

subdivisions, operating any occupancy subject to these regulations shall permit any fire hazard, as defined in this section, to exist on premises under their control, or fail to take immediate action to abate a fire hazard when requested to do so by the enforcing agency.

NOTE: "Fire hazard" as used in these regulations means any condition, arrangement or act which will —increase, or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fire; or which may obstruct, delay or hinder, or may become the cause of obstruction, delay or hindrance to the prevention, suppression or extinguishment of fire.

(c) Inspection. The Building Official shall examine or cause to be examined every building or structure or portion thereof or other condition reported as unsafe, dangerous, damaged, or otherwise constituting a hazard as set forth in subsection (a) of this section. Said examination shall be conducted in accordance with the provisions of this Code, other applicable statutes, and the ordinances, rules, and regulations of the County of Orange.

(d) Notice of Defects. In any case where this section is made applicable by reference or if any building, structure, or part thereof is found to be an unsafe building as defined in this section, the Building Official shall give notice, setting forth the defects found, to the owner, other responsible person, or authorized representative, hereinafter referred to as "owner," of such building or structure. The notice shall also set forth the right of the owner to be present at an administrative hearing, at his option, and introduce such relevant evidence on the issues as he desires. The notice shall also set forth the requirements of commencement and completion of work and the effect of failure to so do as set forth in subsections (g) and (h) of this section.

(e) Time and Place of Hearing, Evidence. The notice shall set forth the time and place a hearing shall be had before the Building Official. At the time and place so specified, evidence shall be submitted as to the facts of any such defects as to reasonably establish their existence and the Building Official shall determine whether the facts so established constitute an unsafe building. Evidence may further be submitted as to the repairs, rehabilitation, improvements, removal or demolition considered

necessary to correct said defects.

(f) Order, Finality, Appeal.

(1) At the hearing and upon the determination of the existence of defects, the Building Official shall determine whether such defects are subject to repair, rehabilitation, or improvement, or whether they are of such a nature as to require removal or demolition of a part of or the whole of any such building or structure, and he shall order such repairs, rehabilitation, improvements, or demolition as is considered necessary in the case.

(2) The determination and order may be made orally at the hearing and shall be written and transmitted to the owner within a reasonable time; the determination and order shall become final within five (5) days, excluding Saturday, Sunday, and holidays, from the time it is first rendered, or in the event that the owner was not present at the hearing, within five (5) days of the mailing of the order to the last known address of said owner, responsible party, or representative, whichever first occurs.

(3) Appeal. The owner shall, if he desires to do so, at any time prior to the determination and order becoming final as heretofore set forth, appeal the decision of the Building Official to the Hearing Officer, and shall thereupon make a determination and order affirming, reversing, or modifying the determination and order of the Building Official as the Hearing Officer may deem proper. The order of the Hearing Officer shall be immediately final.

(g) Commencement and Completion of Work. The owner shall, upon the expiration of five (5) days, excluding Saturday, Sunday, and holidays, following the finality of the determination and order of the Building Official (or, if appealed, the determination and order of the Hearing Officer) commence the repairs, rehabilitation, improvements, removal, or demolition ordered, and such work shall be completed within the time specified by the Building Official (or the Hearing Officer, if appealed.

(h) Failure of Commencement of Work. If the owner neglects or fails to commence, within the time provided therefore, activity and the corrective work deemed necessary and as ordered, the Building Official may cause the ordered repairs, rehabilitation, or improvements to be performed

forthwith and any cost thereof shall be a charge and expense against the owner personally and collectible by an action at law.

(i) Right to Demolish. In case the owner shall fail, neglect, or refuse to comply with the notice or order to remove or demolish said building or structure or portion thereof, the Board of Supervisors of the County of Orange may order the Building Official to proceed with the work specified in the notice or order. A statement of the cost of such work shall be transmitted to the Board of Supervisors, who shall cause the same to be paid and levied as a special assessment against the property. The Building Official may apply to the Board of Supervisors for an order under this subsection to proceed with the work specified in subsection (h) above where such work is not deemed by him to require emergency action.

(j) Costs incurred under subsections (h) and (i) shall be paid by the County. Such costs shall be charged to the owner of the premises involved. The Building Official may apply to the Board of Supervisors to cause the costs for such work specified in subsection (h), and shall make such application for costs incurred under subsection (i), to be paid and levied as a special assessment against the property and collected in the manner provided for special assessments.

(k) Vacation of Premises, posting of signs. If necessary, the notice shall require the building or structure or portion thereof or other site to be vacated forthwith, and within the time specified, in the interest of immediate public safety pending the finality of any determination and order.

The Building Official shall cause to be posted at each entrance to such building a notice to prohibit occupancy.

Such notices shall remain posted until the corrected conditions, required repairs, rehabilitation, removal or demolition are completed and a Certificate of Occupancy is issued as set forth in this Code.

Such posted notices shall not be removed without written permission of the Building Official, and no person shall enter the building except for the purpose of making the required repairs or of demolishing the building. The notice required by this section may be served either:

(1) By delivering a copy to the owner or authorized representative as designated on

papers, applications, or permits on file with the Building Official, personally; or

(2) If either or both be absent from his place of residence and from his usual or designated place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy of certified mail, receipt requested, addressed to the owner or authorized representative at his place of residence; or

(3) If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then by affixing a copy in a conspicuous place on the property, building structure, and also delivering copy to a person there residing, if any; to the person in charge, if any; and also sending a copy by certified mail, return receipt requested, addressed to the owner at the place where the property, building, or structure is situated, or to the owner at his last known or designated address, or both.

Section 7-1-17. SECTION 105.2 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 105.2 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby amended to replace items 1 and 2, and add item 14 as follows:

(1) One-story detached accessory buildings used as tool and storage sheds, play houses and similar uses, provided the floor area does not exceed 120 square feet, and the structure is at least 3 feet from property line and 6 feet from other buildings or structures located on the same property. It is permissible that these structures still be regulated by Part 7 California Wildland Urban- Interface Code,~~Section 710A~~, despite exemption from permit.

(2) Fences not over six (6) feet high. Exception: Walls and fences less than six (6) feet in height which are required as a condition of project approval to have permits.

(14) Other incidental structures and improvements of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Note: The balance of Section 105.2 is implemented as written.

Section 7-1-18. SECTION 105.3 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 105.3 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building code is hereby

amended to read as follows:

Section 105.3 Application for permit. A separate permit shall be required for each building or structure. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the OC Public Works for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the Building Official.

Note: The balance of Section 105.3 is implemented as written. Except Section 105.3.2 is deleted

Section 7-1-19. SECTION 105.5 OF DIVISION II OF CHAPTER 1 REPLACED.

Section 105.5 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby replaced as follows:

PERMIT EXPIRATION

Section 105.5 Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 12 months from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be commenced or recommenced, a permit shall first be extended or re-issued.

1) Requesting extension of an unexpired permit: Any permittee holding an unexpired permit or a permit which has expired for less than 180 days may apply for an extension of time within which

permittee may commence work under that permit when he/she is unable to commence or recommence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits extended in this manner shall not be subject to new regulations adopted after issuance of the permit. Fees for time extension shall be as established by the Board of Supervisors.

(2) Requesting re-issuance of a permit which has been expired for 180 days or more: Any permittee holding a permit which has been expired for 180 days or more may apply for re-issuance of the permit subject to compliance with current regulations and payment of full plan check and permit fees. Plans must be re-submitted for plan check. Portions of the structure which have been built under the expired permit shall not be subject to current regulations.

(3) For the purpose of permit extension, multiple permits of the same structure such as building, foundation, retaining wall, plumbing, mechanical, and electrical permits shall be considered as one permit. Extension of building permit shall include extension of ancillary permits of the same structure. Each separate permit with work completed inspected and approved entirely prior to suspension or abandonment shall not be subject to extension or re-issuance.

Section 7-1-20. SECTION 105.8 OF DIVISION II OF CHAPTER 1 ADDED.

Section 105 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby amended by adding Section 105.8 to read as follows:

Section 105.8 Change of Contractor or of Ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building, structure or grading for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of section 105.5 above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" and the permit issuance fee, shall be made for the issuance of the

new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, fees as established by the Board of Supervisors shall be charged to the permit application.

Section 7-1-21. SECTION 109 OF DIVISION II OF CHAPTER 1 REPLACED.

Section 109 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby replaced to read as follows:

Section 109. FEES AND PLAN REVIEW

Section 109.1 General. A fee as established by the Board of Supervisors shall be paid for each permit at time of issuance.

Section 109.2 Permit Fees. The determination of value or valuation under any of the provisions of this Code shall be as established by the Board of Supervisors. The valuation shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this Code, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. A violation shall result in an assessment of double fees for work done prior to permit issuance. Payment of a double fee shall not relieve any person from fully complying with the requirements of this Code nor from any other penalties prescribed herein.

Section 109.3 Plan Review Fees. When a plan or other data is required to be submitted for plan review, a plan-checking fee shall be paid at the time of submitting plans and specifications for checking. Said plan-checking fee shall be established by the Board of Supervisors.

Section 109.4 Expiration of Plan Review. Application for which no permit is issued within 180 days following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period of 180 days on request by the applicant

showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once unless approved by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee. Extension or renewal of building permit application shall include extension or renewal of ancillary permit applications of the same structure.

Section 109.5 Investigation Fee. An investigation fee as established by the Board of Supervisors may be charged by the Building Official whenever work for which a permit is required by this Code has been commenced without first obtaining said permit. This fee shall be paid and the investigation shall be made prior to the issuance of any permit for said work. An investigation fee may be charged for any investigation of a building, structure, work reports, certification or any other related work requested by an owner or authorized agent of such owner.

Section 109.6 Fee Refunds. The Building Official may authorize refunding of fee which was erroneously paid or collected.

Section 109.7 Additional Plan Review Fees. Where plans are incomplete or changed so as to require additional plan checking, an additional plan checking fee as established by the Board of Supervisors shall be paid. Said fee may be waived when in the opinion of the Building Official the additional fee is not warranted.

Section 109.8 Conversion Inspection Fee. A fee as established by the Board of Supervisors shall be paid when a conversion inspection is required by the Building Official.

Note: The conversion fees do not include the fees for the building permit, nor fees for electrical, plumbing or heating and ventilating permits covering the alterations and/or repairs of the conversion.

Section 7-1-22. SECTION 111 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 111 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby amended to read as follows:

Section 111. CERTIFICATE OF OCCUPANCY

Section 111.1 Use and Occupancy. No building or structure shall be used or occupied, nor shall

the gas or electrical systems be energized, until the Building Official has determined compliance with this Code, all other applicable ordinances and laws and the conditions of the building permit, and has authorized occupancy of such building or structure by the issuance of a Certificate of Occupancy therefore as provided herein. No change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a Certificate of Occupancy therefore as provided herein.

Exception: Gas and electrical systems may be energized prior to the issuance of a Certificate of Occupancy when properly authorized by the Building Official for the purpose of testing systems or equipment.

111.2 Certificate Issue. After the Building Official inspects the building or structure and finds no violation of the provisions of this Code or other applicable laws and regulations, the Building Official shall issue a Certificate of Occupancy.

Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this Code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this Code or other ordinances of the jurisdiction shall not be valid.

Note: Sections 111.3 and 111.4 are implemented as written.

Section 7-1-23. SECTION 113 OF DIVISION II OF CHAPTER 1 REPLACED.

Section 113 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby replaced to read as follows:

HEARING OFFICER

Section 113.1 General. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this Code, there shall be and is hereby created a Hearing Officer. Hearing Officer shall be appointed by the Director of OC Public Works.

Section 7-1-24. SECTION 114 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 114 of Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby amended to read as follows:

VIOLATIONS AND PENALTIES.

Section 114.1. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the unincorporated area of the County of Orange, or cause or permit the same to be done in violation of this Code.

Any person, firm, corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued, or permitted, and upon conviction of any such violation such person shall be punished by a fine of not more than Five Hundred Dollars ($500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

In addition to any such fine or imprisonment, the court may also require such party to correct of mitigate the building violation to the satisfaction of the Building Official.

Section 114.1.1 In addition to the provisions of the subsections above, a notice of violation of this Code may be recorded in accordance with the following procedures.

1. Notice of intent

A written notice of intent to record a notice of violation shall be served on the current owner of record of the property. Such notice shall describe the property, the violation and the action necessary to correct or mitigate the violation. The notice shall inform the owner that a notice of violation will be recorded if the owner does not, within 20 days of receipt thereof, either correct the violation or request a meeting with the Building Officials as set forth below. The notice shall include a copy of this subsection 114.1.1 and be substantially as follows:

"Notice of Continuing Violation of the California and Orange County Building Code.

Notice is hereby given that the County of Orange has determined that a violation of the above Code exists on the following described property (description). The violation consists of (description).

While a violation of the above Code exists, the County of Orange may refuse to approve

building or occupancy permits, subdivision maps, use permits, and other discretionary permits and development approvals."

2. Correction of Violation

If, within 20 days of receipt of a notice of intent, the owner corrects the violation, no notice of violation shall be recorded. The Building Official may grant extensions of time for good cause.

3. Meeting

If the owner requests a meeting, the Building Official shall schedule a meeting. Notice of the meeting shall be served on the owner not less than 15 days prior thereto. The Building Official may reschedule the meeting from time to time for a good cause with adequate notice to the landowner. At the meeting, the owner may be represented by counsel and may present any relevant evidence that violations do not exists.

4. Decision, Notice

Within 30 days following completion of the meeting, the Building Official shall issue and serve on the owner his determination as to whether or not a notice of violation will be recorded. This determination shall be supported by appropriate findings on all material issues raised at the meeting. The decision of the Building Official shall be final with respect to recordation of a notice of violation but shall not affect other proceedings under Section 114.1.1.

5. Recordation

If the Building Official determines that a notice will be recorded, such notice shall be recorded 15 days or more days after service of notice of the decision.

6. Release of Notice

When a violation is corrected or mitigated to the satisfaction of the Building Official, if a notice of violation had been recorded, the Building Official shall cause a release to be recorded. Said release shall refer to the notice of violation and shall state that the violation described therein has been corrected.

Note: The balance of Section 114 is implemented as written, except Section 114.4 is deleted.

Section 7-1-25. SECTION 117, 118, 119, and 120 OF DIVISION II OF CHAPTER 1 ADDED.

Division II of Chapter 1 of the ~~2022~~ 2025 California Building Code is hereby amended by adding Sections 117, 118, 119, and 120 to read as follows:

PLASTERING PERMITS, FEES

Section 117. It shall be unlawful for any person, firm or corporation, whether acting as principal, agent or employee, to do or cause or permit to be done any plastering work, interior or exterior, within the area covered by this Code without first obtaining a permit therefore from the Building Official, and further:

1. Every applicant for a permit to plaster shall state, in writing on the application form provided for that purpose, the character of the work proposed to be done and the amount and kind, together with such information pertinent thereto, as may be required.

2. Such applicant shall pay for each permit issued a fee as established by the Board of Supervisors.

3. Any person who shall commence on plastering work for which a permit is required by this Code without having first obtained a permit therefore, shall, if subsequently permitted to obtain a permit, pay double the fees fixed by this Code for such work.

Emergency Measures

Section 118. Section 116 of Division II of chapter 1 of ~~2022~~ 2025 California Existing Building Code is added to be Section 118 of Division II of Chapter 1 of ~~2022~~ 2025 California Building Code.

Demolition

Section 119. Section 117 of Division II of chapter 1 of ~~2022~~ 2025 California Existing Building Code is added to be Section 119 of Division II of Chapter 1 of ~~2022~~ 2025 California Building Code.

Electrical Charging stations:

Section 120. An expedited review and permit issuance process is provided for Electrical Charging Stations and simplified forms for submittal are available on the County's website per Assembly Bill AB1236, California Government Code Section 65850.7.

Section 7-1-26. SECTION 1507.3 AMENDED.

Section 1507.3 of the ~~2022~~ 2025 California Building Code is hereby amended to add Section 1057.3.11 as follows:

Section 1507.3.11. For the design of fasteners for tile roofing materials, the unincorporated area of the County shall be considered as a "Special Wind Region" with a basic wind speed over nominal 95 miles per hour.

Note: The balance of Section 1507.3 is implemented as written.

Section 7-1-27. SECTION 1507 AMENDED

Section 1507 of the ~~2022~~ 2025 California Building Code is hereby amended to add Section 1507.18 as follows:

Section 1507.18. The roof covering or roof assembly on any structure regulated by this Code shall be as specified and classified in Chapter 15.

Exceptions:

1. *All new buildings and additions shall be minimum Class B roof.*
2. *Re-roofing, repairs or replacements on buildings shall be of the same classification as the original roof except that non-rated and Class C roofs shall be a minimum Class C.*
3. *When any re-roofing, repair or replacement to an existing roof exceeds 40 percent of the roof area, the entire roof shall be replaced with minimum class B roof.*
4. *Roofing on buildings located within Wildland – Urban Interface Fire Area shall be Class A and meet additional requirements of ~~Chapter 7A of the California Building~~ Code*2025 California Wildland- Urban Interface Code, Title 24, Part 7.

Note: The balance of Section 1507 is implemented as written.

Section 7-1-28. SECTION 1612.3 AMENDED.

Section 1612.3 of the ~~2022~~ 2025 California Building Code is hereby amended to insert:

NAME OF JURISDICTION: Orange County, California- Unincorporated
DATE OF ISSUANCE: March 21, 2019

NOTE: The balance of Section 1612.3 is implemented as written.

Section 7-1-29. SECTION 1704.2.1 AMENDED.

SPECIAL INSPECTIONS

Section 1704.2.1 of the ~~2022~~ 2025 California Building Code is hereby amended to add Section 1704.2.1.1 as follows:

Section 1704.2.1.1 Special Inspector. The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the Building Official, for inspection of the particular type of construction or operation requiring special inspection.

Each person applying for listing as a special inspector for the OC Public Works of the County of Orange shall provide evidence of experience and possess a valid Certification as a Special Inspector issued by the International Code Council (ICC) or equivalent as determined by the Building Official for each classification for which the person is applying.

A County of Orange registration card, which identifies the person as a special inspector in the appropriate category, shall be issued to each such person that has successfully completed the application and examination process as determined by the Building Official and upon payment of a registration fee as established by the Board of Supervisors.

The annual renewal of the registration cards shall occur on renewal date of ICC certification or equivalent for the classification being renewed. A renewal fee established by the Board of Supervisors for each inspection category shall be charged. The application and renewal fee shall be accompanied by appropriate evidence that the person's ICC or equivalent special inspector's certification is valid.

The Building Official may revoke any County of Orange special inspector's registration card at any time for due cause by written notice. This notice shall set forth the time and place a hearing shall be

held before the Building Official at which time and place evidence would be submitted to show cause why the registration card should not be withdrawn. Failure to appear at such hearing by the special inspector may result in immediate revocation of said special inspector's registration card.

Note: The balance of Section 1704.2.1 is implemented as written.

Section 7-1-30. Appendix J of ~~2022~~ 2025 California Building Code hereby amended by adding OC Grading and Excavation Code, latest edition. When there be any conflict, more restrictive shall prevail.

Section 7-1-31. Not Used.

Section 7-1-32. Not Used.

Section 7-1-33. SECTION 903.2 AMENDED

Section 903.2 of the ~~2022~~ 2025 California Building Code is hereby amended to read as follows:

[F] Section 903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided in the following locations:

1. New Buildings: Notwithstanding any applicable portions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area, as defined in Section 202, exceeds 5,000 square feet (465 m^2), or more than two stories in height, regardless of fire areas or allowable area. *Exception: Group R-3 occupancies. Group R-3 occupancies shall comply with* Section 903.2.8.
2. Existing building. Notwithstanding any applicable provisions of this Code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exist.
    a. When the addition is 33% or more of the existing building area and the resulting building area, exceeds 5,000 square feet (465m^2); or
    b. When the addition exceeds 2,000 (185.81m^2) square feet and the resulting building area, exceeds 5,000 square feet (465m^2); or

c. An additional story is added above the second floor regardless of fire areas or allowable area.

Note: The balance of Section 903.2 beginning with Section 903.2.1 is implemented as written with exception that Section 903.2.8 is amended.

Section 7-1-34. SECTION 903.2.8 AMENDED.

Section 903.2.8 of the ~~2022~~ 2025 California Building Code is hereby amended to read as follows:

[F] Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. New Buildings: An automatic sprinkler system shall be installed throughout all new buildings.
2. Existing buildings: All existing buildings shall be equipped with an automatic sprinkler when the alteration or addition meets the following conditions:
    a. Alteration: When the area of the existing structure is greater than 5,500 square feet and the area of alteration within any two year period exceeds 50% of area of the existing structure.

    Exception: When the cost of installing an approved automatic fire sprinkler exceeds 5% of the cost of the alteration, with the approval of the Fire Code Official, the required automatic fire sprinkler system may be omitted.

    b. Addition: The addition and existing building shall be equipped with an automatic sprinkler system when the total square footage of the structure, including any addition greater than 550 square feet, is 5,500 square feet or greater.

    Exception: When the cost of installing an approved automatic sprinkler system exceeds 5% of the cost of the addition, with the approval of the Fire Code Official, the required automatic sprinkler system may be omitted.

    Note: The balance of Section 903.2.8, beginning with Exceptions, is implemented as written.

Section 7-1-35. SECTION 903.3 AMENDED

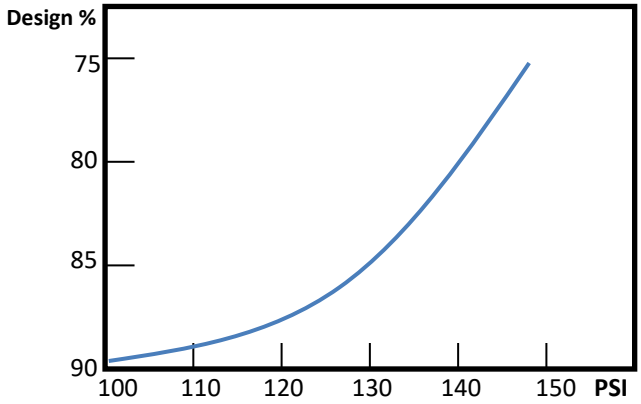
Section 903.3 of the ~~2022~~ 2025 California Building Code is hereby amended to add Section 903.3.5.3:

[F] Section 903.3.5.3

Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

TABLE 903.3.5.3
Hydraulically Calculated Systems



Note: The balance of Section 903.3 is implemented as written.

Section 7-1-36. Not Used.

Section 7-1-37. Not Used.

Section 7-1-38. Not Used.

Section 7-1-39. Not Used.

Section 7-1-40. Not Used.

Section 7-1-41. Not Used.

Section 7-1-42. Not Used.

Section 7-1-43. Not Used~~Deleted~~

Section 7-1-44 CHAPTER 35 AMENDED

Chapter 35 of the ~~2022~~ 2025 California Building Code and the ~~2021~~ 2024 International Building Code is hereby amended to read as follows:

Chapter 35 Referenced Standards is hereby adopted and revised as follows:

NFPA 13, ~~2022~~ 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

Section 16.12.3.3. Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2 ½ inch inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

Section 9.4.3.1. When the fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is Submitted Sprinklers in light hazard occupancies shall be one of the following.

1. Quick-response type as defined in ~~3.6.4.8~~3.3.223.4.16
2. Residential sprinklers in accordance with the requirements of ~~8.4.5.~~Chapter 12.

3. Quick Response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing high hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

NFPA 13D ~~2022~~ 2025 Edition, Standard for the installation of sprinkler systems in one and two-family dwellings and manufactured homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

Section 7.1.2. The sprinkler system piping shall not have a separate control valves installed unless supervised by a central station, proprietary or remote station alarm service.

~~NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:~~

~~Section 7.3.1.1 is hereby deleted in its entirety:~~

NFPA 24, ~~2019~~2025. Edition, Standard for the installation of private fire service mains and their appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

Section 6.2.8.1. All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised as follows:

Section 6.2.9. All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

(b) Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a post indicating valve 40 ft (12m) away.

(c) Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(2) A wall post indicator valve on risers located within the building, either a nonrising stem gate valve with a wall post indicator or a listed butterfly valve with an indicating handle extending out through the building wall.

~~(3) An indicating valve in a pit, installed in accordance with Section 6.4~~

(43) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one

indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

(b) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a backflow preventer valve 40 ft (12 m) away.

(c) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(~~5~~4)-Indicating Control Valves installed in a fire-rated room accessible from the exterior.

(~~6~~5) Indicating Control Valves in a fire-rated stair enclosure accessible from the exterior as permitted by the AHJ.

(6)Any other valve type or location as permitted by the AHJ

Section 10.1.5 is hereby added as follows:

Section 10.1.5. All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with a 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless steel pipe and fittings.

Section 10.4.1.1 is hereby revised as follows:

Section 10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosive-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 1 0.4.1.1.1. is hereby added as follows:

Section 10.4.1.1.1. All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby ~~Deleted~~deleted and replaced as follows:

10.4.3.2 *Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.*

÷

Section 7-1-45. SECTION 3109 ADOPTED AND AMENDED

Section 3109 of the ~~2022~~ 2025 California Building Code is hereby adopted and amended to read as follows:

Section 3109 SWIMMING POOLS , SPAS and HOT TUBS

Section 3109.1 General. The design and construction of private swimming pools, spas and hot tubs shall comply with the ~~2022~~ 2025 California Residential Code, Appendix ~~AX~~CI, Swimming Pool, Spa, Hot tub Safety as adopted and amended.

Section 7-1-46 Not Used.

Section 7-1-47. TABLE R301.2 (1) AMENDED

Table R301.2 (1) of the ~~2019~~ 2025 California Residential code is revised to read:

GROUND SNOW LOAD[o]	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEEX[i]	MEAN ANNAUL TEMP[j]
	Speed[d] (mph)	Topographic effects[k]	Special wind region[l]	Wind Borne Debris zone[m]		Weathering[a]	Frost line depth[b]	Termite[c]				
Zero	95	NO	0	NO	D2 or E	Negligible	12-24	Very Heavy	No	See Table A	0	60

MANUAL J DESIGN CRITERIA[n]						
Elevation	Altitude correction factor	Coincident wet bulb	Indoor winter design dry-bulb temperature	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature	Heating temperature difference
54	-	68	70-	-	39	31
Latitude	Daily range	Indoor summer design relative humidity	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling temperature difference
33	H	-	-	75	85	10

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this Code, the frost line depth

strength required for weathering shall govern. The weathering column shall be filled in with the weathering index (i.e. "negligible", "moderate" or "severe") for concrete as determined from Figure R301.2(1)]. The grade of masonry units shall be determined from the ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. Where the frost line depth requires deeper footings than indicated in Figure R403.1 (1),the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(2)] Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with: the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); and the title and the date of the currently effective Flood insurance Study or other flood hazard study and maps adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES". Otherwise, the jurisdiction shall fill in this part of the table with "NO".

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3 (2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F).

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)".

k. In accordance with Section R301.2.1.5 where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES". Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of table.

m. In accordance with Section R301.2.1.2, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of table.

n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.

o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figures R301.2(3) and R301.2(4).

TABLE A

Community	*Communit*	*Located on Panels*	*Initial NFIP Map*	*Initial Firm Date*	*Most Recent Firm Panel Date*

Name	*y Number*		*Date*		
Orange County Unincorporated Areas	060212	28,29,33,34[1],38,42,55[1],58,59[1], 61,62,63,64,66,67[1],68,69,90,95,108,112,113,114,116,117,118, 129,136,137,138,151,153,154, 156,157,158,159,162,164,166, 167,168,169,180,185,190,195, 225[1],226,227,229,231,233,234, 241,242,251,256,264,267,269, 277,278,281,282,286,294,305, 306,307,308[1],309,315,316,317, 326,327,328,329[1],335,336,337, 338,339,345,375[1],377,404,406[1],407,408,409,412,416,417,419, 426,428,432,434,436,438,441, 442,444,451,452,453,454,460, 465,470,500,526,527[1],529[1],535[1]	1/10/75	9/14/79	03/21/2019

[1] PANEL NOT PRINTED – NO SPECIAL FLOOD HAZARD AREAS

Section 7-1-48. SECTION ~~R313~~R309.1 AMENDED

Section ~~R313~~R309.1 of the ~~2022~~ 2025 California Residential Code is hereby amended to read as follows:

Section ~~R313~~R309.1. Townhouse Automatic Fire Sprinkler Systems. Fire sprinkler systems shall be provided as required under Section 903.2.8 of the California Building Code with amendments by County Ordinance.

Note: The balance of Section ~~R313~~R309.1, beginning with Section ~~R313~~R309.1.1. is implemented as written.

Section 7-1-49. SECTION R313.2 AMENDED

Section ~~R313~~R309.2 of the ~~2022~~ 2025 California Residential Code is hereby amended to read as follows:

Section ~~R313~~R309.2. One and Two Family Dwellings Automatic Fire Sprinkler Systems. Fire

sprinkler systems shall be provided as required under Section 903.2.8 of the California Building Code with amendments by the County Ordinance.

Note: The balance of Section ~~R313~~R309.2, beginning with Section ~~R313~~R309.2.1 is implemented as written.

Section 7-1-50. SECTION R403.1.3 AMENDED

Section R403.1.3 of the ~~2022~~ 2025 California Residential Code is hereby amended to delete section R403.1.3.6.

Note: The balance of Section R403.1.3, beginning with Section R403.1.3.1 is implemented as written.

Section 7-1-51. SECTION R405.1 AMENDED

Section R405.1 of the ~~2022~~ 2025California Residential Code is hereby amended to read as follows:

Section R405.1 Concrete or masonry foundations. Drains shall be provided around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces located below grade. Drainage tiles, gravel, or crushed stone rains, perforated pipe or other approved systems or materials shall be installed at or below the area to be protected and shall discharge by gravity or mechanical means into an approved drainage system. Gravel or crushed stone drains shall extend at least 1 foot (305mm) beyond the outside edge of the footing and 6 inches (152mm) above the top of the footing and be covered with an approved filter membrane material. The top of open joints of drain tiles shall be protected with strips of building paper, and the drainage tiles or perforated pipe shall be placed on a minimum of 2 inches (51mm) of washed gravel or crushed rock at least one sieve size larger than the tile joint opening or perforation and covered with not less that 6 inches (152mm) of the same material.

Note: The balance of Section 405.1, beginning with Section 405.1.1 is implemented as written.

Section 7-1-52. SECTION R902.1 REPLACED

Section R902.1 of the ~~2022~~ 2025 California Residential Code is hereby amended to read as

follows:

Section R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Section R904 and R905. A minimum Class A, B or C roofing shall be installed in areas designated by this section. Classes A, B and C roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. *All new buildings and additions shall be minimum Class B roof.*
2. *Re-roofing, repairs or replacements on buildings shall be of the same classification as the original roof except that non-rated and Class C roofs shall be a minimum Class C.*
3. *When any re-roofing, repair or replacement to an existing roof exceeds 40 percent of the roof area, the entire roof shall be replaced with a minimum Class B roof.*
4. *Roofing on buildings located within Wildland – Urban Interface Fire Area shall be Class A and meet additional requirements of ~~Chapter 7A of the California Building Code.~~2025 California Wildland-Urban Interface Code.*

For the design of fasteners for tile roofing materials, the unincorporated area of the County shall be considered as a "Special Wind Region" with a basic wind speed over nominal 95 miles per hour.

Note: The balance of Section R902.1, beginning with Section R902.1.1 is implemented as written.

Section 7-1-53. CHAPTER 44 AMENDED

Chapter 44 Referenced Standards of the ~~2022~~ 2025 California Residential Code is hereby adopted in its entirety with the same amendments for Chapter 35 Reference Standards of the ~~2022~~ 2025 California Building Code.

Section 7-1-54. SECTION 105.2 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 105.2 of Division II of Chapter 1 of the ~~2022~~ 2025 California Residential Code is hereby

amended to replace items 1 and 2, and add item 11 as follows:

(1) One-story detached accessory buildings used as tool and storage sheds, play houses and similar uses, provided the floor area does not exceed 120 square feet, and the structure is at least 3 feet from property line and 6 feet from other buildings or structures located on the same property. It is permissible that these structures still be regulated by ~~Section 710A~~ 2025 California Wildland Urban-Interface Code, despite exemption from permit.

(2) Fences not over six (6) feet high. Exception: Walls and fences less than six (6) feet in height which are required as a condition of project approval to have permits.

(11) Other incidental structures and improvements of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Note: The balance of Section 105.2 is implemented as written.

Section 7-1-55. SECTION 202 AMENDED

Section 202 of the ~~2022~~ 2025 California Green Building Standards Code is hereby amended to add a definition to read as follows:

Sustainability. Consideration of present development and construction impacts on the community, the economy, and the environment without compromising the needs of the future.

Section 7-1-56. Appendix ~~AX~~ CI ADOPTED AND AMENDED.

Section ~~AX100~~ CI100 of Appendix ~~AX~~ CI of the ~~2022~~ 2025 California Residential Code is hereby adopted with amendments in Sections 115922, 115922(a)1, 115922(a)2 and 115923 (e) to read as follows:

Section 115922(a): Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped *with item 1 and at least one additional item from 2 through 7* as drowning prevention safety features:

Section 115922(a) item 1: An enclosure that meets the requirements of 115923 and isolates the

swimming pool or spa from the private single-family home. *Any walls of the residential structure or accessory structure used to complete the isolation enclosure shall have door openings equipped with protection as required in 115922(a) item 4 or 5. Any such door protection device provided for this purpose shall not be used to comply with the second drowning prevention safety feature required.*

Section 115922(a) item 2: Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and slef-latching and can accommodate a key lockable device. *This mesh fencing shall not be located less than 20 inches from water's edge.*

Section 115923 item (e): An outside surface free of protrusions, cavities or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over. *In order to be considered non-climbable, the following standards shall be met where applicable: a clear zone of 3 feet measured horizontally from the enclosure, and chain link must have maximum opening dimension of 1 ¾ inches, and horizontal elements which would serve as handholds or footholds must be separated by 48 inches or more.*

Section 7-1-57. SECTION 101.1 OF DIVISION II of CHAPTER 1 OF CALIFORNIA WILDLAND-URBAN INTERFACE AMENDED.

Section 101.1 of Division II of Chapter 1 of the 2025 California Wildland-Urban Interface Code is hereby amended to read as follows:

TITLE

Section 101.1 These regulations shall be known as the Orange County Wildland- Urban Interface Code, hereinafter referred to as "this Code".

Section 7-1-58. CALIFORNIA WILDLAND- URBAN INTERFACE CODE, SECTION 602.4 AMENDED

Chapter 6 of 2025 California Wildland- Urban Interface Code is hereby amended to add Section 602.4:

602.4 Fuel modification plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C 05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.

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2025 California Building Code Adoption
OC Amendment Summary

OC Ordinance Section	2025 Code Section	2022 Code Section	Title/Subject	Justification/Comments	Action
7-1-12			Adoption of the California Building Code, California Residential Code, California Energy Code, California Historical Building Code, California Existing Building Code and California Green Building Standards Code, California Wildland- Urban Interface Code	Part 7- California Wildland- Urban Interface Code has been added to the Title 24, California Building Standards.	Carry Through and Updated
Following is California Building Code Amendment					
7-1-13	101.1	101.1	Title		Carry Through
7-1-14	101.2 & 101.4	101.2 & 101.4	Scope & Referenced Codes	Added Scope for California Wildland-Urban Interface Code.	Carry Through and Updated
7-1-15	101.5	101.5	Underground Utilities Required		Carry Through
7-1-16	116	116	Unsafe Building, Nuisances, Notice, Administrative Hearing, Appeal		Carry Through
7-1-17	105.2	105.2	Work Exempt from Permit	Structures exempt from permit may still be regulated by Part 7 California Wildland Urban- Interface Code	Carry Through and Updated
7-1-18	105.3	105.3	Application for Permit		Carry Through
7-1-19	105.5	105.5	Permit Expiration		Carry Through
7-1-20	105.8	105.8	Change of Contractor or of Ownership		Carry Through

OC Ordinance Section	2025 Code Section	2022 Code Section	Title/Subject	Justification/Comments	Action
7-1-21	109	109	Fees and Plan Review		Carry Through and updated
7-1-22	111	111	Certificate of Occupancy		Carry Through
7-1-23	113	113	Hearing Officer		Carry Through
7-1-24	114	114	Violations and Penalties		Carry Through
7-1-25	117	117	Plastering Permits, Fees		Carry Through
	118 & 119	118 & 119	Emergency Measures & Demolition		Carry Through
	120	120	Electrical Charging Stations		Carry Through
7-1-26	1507.3	1507.3	Clay and Concrete Tile	Wind speed updated based on ultimate design wind speed	Carry Through
7-1-27	1507	1507	Requirements for Roof Coverings		Carry Through
7-1-28	1612.3	1612.3	Establishment of Flood Hazard Areas	Date of issuance of the latest version of Flood Insurance Study updated	Carry Through
7-1-29	1704.2.1	1704.2.1	Special Inspections		Carry Through
7-1-30	Appendix J	Appendix J	Grading		Carry Through
7-1-31	Not used				
7-1-32	Not used				
7-1-33	903.2	903.2	Where Sprinkler Required		Carry Through
7-1-34	903.2.8	903.2.8	Group R		Carry Through
7-1-35	903.3.5.3	903.3.5.3	Hydraulically Calculated Systems		Carry Through

OC Ordinance Section	2025 Code Section	2022 Code Section	Title/Subject	Justification/Comments	Action
7-1-36	Not used				
7-1-37	Not used				
7-1-38	Not used				
7-1-39	Not used				
7-1-40	Not used				
7-1-41	Not used				
7-1-42	Not used				
7-1-43	Not used				
7-1-44	Chapter 35	Chapter 35	Referenced NFPA Standards Amendments	Language changed in 2025 NFPA 24. Added requirements for pipe termination below building.	Carry Through and Updated
7-1-45	3109	3109	Swimming Pools, Spas and Hot Tubs	Referenced to California Residential Code, Appendix CI	Carry Through and Updated
7-1-46	Not used				
Following is California Residential Code Amendment					
7-1-47	Table R301.2 (1)	Table R301.2(1)	Climatic and Geographic Design Criteria		Carry Through
7-1-48	R313.1	R313.1	Townhouse Automatic Fire Sprinkler Systems		Carry Through
7-1-49	R313.2	R313.2	One- and Two-Family Dwellings Automatic Fire Sprinkler Systems		Carry Through
7-1-50	R403.1.3.6	R403.1.3.6	Isolated Plain Concrete Footing		Carry Through
7-1-51	R405.1	R405.1	Concrete or Masonry Foundations		Carry Through

OC Ordinance Section	2025 Code Section	2022 Code Section	Title/Subject	Justification/Comments	Action
7-1-52	R902.1	R902.1	Roofing Covering Materials	Wind speed updated based on ultimate design wind speed and requirements of California Wildland Urban- Interface Code	Carry Through and Updated
7-1-53	Chapter 44	Chapter44	Referenced NFPA Standards Amendment same as 7-1-44		Carry Through
7-1-54	R105.2	R105.2	Work Exempt from Permit	Structures exempt from permit may still be regulated by California Wildland Urban-Interface Code	Carry Through and Updated
Following is California Green Building Standards Code Amendment					
7-1-55	202	202	Definition		Carry Through
Following is California Residential Code Amendment					
7-1-56	CI100	AX100	Swimming Pool, Spa, and Hot Tub Safety	Code sections in 2025 CRC have been updated.	Carry Through and Updated
Following is California Wildland-Urban Interface Code Amendment					
7-1-57	101.1	N/A	Title	Added County of Orange to the title of the new California Wildland-Urban Interface Code	Added
7-1-58	602.4	N/A	Fuel Modification	Amendment relocated from the deleted 2022 California Fire Code Chapter 49 to the new 2025 California Wildland-Urban Interface Code Chapter 6	Carry Through and Updated

OC Ordinance Section	2025 Code Section	2022 Code Section	Title/Subject	Justification/Comments	Action
				with no changes to the amendment language.	

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA, REPEALING THE ~~2018~~ 2021 EDITION OF THE UNIFORM PLUMBING CODE, REPEALING THE ~~2019~~ 2022 EDITION OF THE CALIFORNIA PLUMBING CODE REPEALING ORDINANCE ~~19-009~~22-005, AND ADOPTING BY REFERENCE THE UNIFORM PLUMBING CODE, ~~2021~~ 2024 EDITION AND THE CALIFORNIA PLUMBING CODE, ~~2022~~ 2025 EDITION, INCLUDING APPENDICES, WITH AMENDMENTS THERETO.

The Board of Supervisors of the County of Orange, California, does ordain as follows:

SECTION 1. Article 1 of Division 3 of Title 7 of the Orange County Codified Ordinances is hereby repealed.

SECTION 2. Article 1 of Division 3 is hereby added to Title 7 of the Orange County Codified Ordinances to read as follows:

Division 3

PLUMBING REGULATIONS

ARTICLE 1. ADOPTION OF UNIFORM PLUMBING CODE, ~~2018~~ 2024 EDITION AND THE CALIFORNIA PLUMBING CODE, ~~2019~~ 2025 EDITION, INCLUDING APPENDICES AND AMENDMENTS THERETO

Sec. 7-3-1. ADOPTION OF THE UNIFORM PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE

a. The Board of Supervisors of the County of Orange hereby adopts the Uniform Plumbing Code, ~~2021~~ 2024 Edition and the California Plumbing Code, ~~2022~~ 2025 Edition, including Appendices A, B, D, I, H and J only, except Chapter 1, Administration of the Uniform Plumbing Code, and such other portions as are deleted, modified, or amended by this Article.

b. The purpose of the codes is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for the installation, alteration, or repair of plumbing and drainage systems, and the inspection thereof.

c. Not less than one (1) copy of each has been made and is now filed in the office of the OC Public Works. They are hereby adopted and incorporated as if set forth at length herein.

Section 7-3-2. REFERENCE TO UNIFORM PLUMBING CODE and CALIFORNIA PLUMBING CODE

This article shall be known as the Uniform Plumbing Code and the California Plumbing Code and will be referred to in this Article as "this Code." In the event of any differences between the California Code and the Uniform Code, the text of the California Code shall govern. Where a specific provision varies from a general provision, the specific provision shall apply. When, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Sec. 7-3-3. APPLICATION AND SCOPE.

The provisions of this Code shall apply to all new construction, relocated buildings, and to any alterations, repairs, or reconstruction, except as provided for otherwise in this Code.

(a) Maintenance. The plumbing and drainage system of any premises under the jurisdiction of the Building Official shall be maintained in a sanitary and safe operating condition by the owner or the owner's agent.

(b) Existing Construction. No provision of this Code shall be deemed to require a change in any portion of a plumbing or drainage system or any other work regulated by this Code in or on an existing building or lot when such work was installed and is maintained in accordance with law in effect prior to the effective date of this Code, except when any such plumbing or drainage system or other work regulated by this Code is determined by the Building Official to be in fact dangerous, unsafe, insanitary, or a nuisance and a menace to life, health, or property.

(c) Additions, alterations, repairs and replacement of plumbing systems shall comply with the provisions for new systems except as otherwise provided in Section (d).

(d) Application to Existing Plumbing System.

(1) Additions, Alterations or Repairs. Additions, alterations or repairs may be made to any plumbing system without requiring the existing plumbing system to comply with all the requirements of this Code, provided the addition, alteration or repair conforms to

that required for a new plumbing system. Additions, alterations or repairs shall not cause an existing system to become unsafe, insanitary or overloaded.

(2) Health and Safety. Whenever compliance with all the provisions of this Code fails to eliminate or alleviate a nuisance or any other dangerous or insanitary condition which may involve health or safety hazards, the owner or the owner's agent shall install such additional plumbing and drainage facilities or shall make such repairs or alterations as may be ordered by the Building Official.

(3) Existing Installation. Plumbing system lawfully in existence at the time of the adoption of this Code may have their use, maintenance or repair continued if the use, maintenance or repair is in accordance with the original design and location and no hazard to life, health or property has been created by such plumbing system.

(4) Changes in Building Occupancy. Plumbing systems which are a part of any building or structure undergoing a change in use or occupancy, as defined in the Building Code, shall comply to all requirements of this Code which may be applicable to the new use or occupancy.

(5) Maintenance. All plumbing systems, materials and appurtenances, both existing and new, and all parts thereof shall be maintained in proper operating condition. All devices or safeguards required by this Code shall be maintained in conformance with the Code edition under which installed. The owner or the owner's designated agent shall be responsible for maintenance of plumbing systems. To determine compliance with this subsection, the Building Official may cause any plumbing system to be re-inspected.

(6) Moved Buildings. Plumbing systems which are part of buildings or structures moved into this jurisdiction shall comply with the provisions of this Code for new installations.

Sec. 7-3-4. AUTHORITY HAVING JURISDICTION.

Whenever the term "Authority Having Jurisdiction" is used in this Code, it shall mean the "Building Official" of the County of Orange.

Unless otherwise provided for by law, the office of the Authority Having Jurisdiction shall be that of the Building Official of the County of Orange.

Sec. 7-3-5. DUTIES OF AUTHORITY HAVING JURISDICTION.

The Building Official shall maintain public office hours necessary to efficiently administer the provisions of this Code and amendments hereto and perform the following duties:

(a) Require submission of, examine and check plans and specifications drawings, descriptions, and/or diagrams necessary to show clearly the character, kind and extent of plumbing work covered by applications for a permit and upon approval thereof shall issue the permit applied for.

(b) Administer and enforce the provisions of this Code in a manner consistent with the intent thereof and shall inspect all plumbing and drainage for conformity with any permit to assure compliance with provisions of the Code or amendments thereto, approving and rejecting said work in whole or in part as conditions require.

(c) Condemn and reject all work done or being done or materials used or being used which do not in all respects comply with the provisions of this Code and amendments thereto.

(d) Investigate any construction or work regulated by this Code and issue such notices and orders as provided in Section 7-3-7.

Sec. 7-3-6. RIGHT-OF-ENTRY.

(a) Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Building Official or his authorized representative has reasonable cause to believe that there exists in any building or upon any premises, any condition which makes such building or premises unsafe as defined in Section 116 of the International Building Code, the Building Official or his authorized representative may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this Code; provided that if such building or premises be occupied,

he shall first present proper credentials and demand entry; and if such building or premises be unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and demand entry. If such entry is refused, the Building Official or his authorized representative shall have recourse to every remedy provided by law to secure entry.

(b) Liability. The Building Official charged with the enforcement of this code, acting in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the Building Official or employee because of such act or omission performed by the Building Official or employee in the enforcement of any provisions of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.

Sec. 7-3-7. DANGEROUS AND UNSANITARY CONSTRUCTION OR CONDITION.

(a) Any portion of a plumbing system found by the Building Official to be unsanitary as defined herein is hereby declared to be a nuisance.

(b) Whenever brought to the attention of the agency or department having jurisdiction that any unsanitary conditions exist, or that any construction or work regulated by the this Code is dangerous, unsafe, unsanitary, a nuisance or a menace to life, health, or property or otherwise in violation of this

Code, the said agency or department may request an investigation by the Building Official who, upon determining such information to be fact, shall order any person, firm, or corporation using or maintaining any such condition or responsible for the use or maintenance thereof to discontinue the use or maintenance thereof or to repair, alter, change, remove or demolish same as he may consider necessary for the proper protection of life, health or property; and in the case of any gas piping or gas appliance may order any person, firm or corporation, supplying gas to such piping or appliance to discontinue supplying gas to such piping or appliance until such piping or appliance is made safe to life, health, or property.

(c) Notice, hearing, procedure. Any construction or condition found to be unsanitary, dangerous, damaged, unsafe, a nuisance, or a menace to life, health, or property or otherwise in violation of this Code shall be reported, and the Building Official, upon a determination of such condition, shall give notice to the owner, authorized representative, or other responsible person in accordance with the provisions of Section 7-1-16 - UNSAFE BUILDING, NUISANCE, NOTICE, ADMINISTRATIVE HEARING, APPEAL - of the Orange County Codified Ordinances. The provisions, procedures, hearings, and appeals set forth in the above said Code section shall be fully applicable to this Code and are referred to and incorporated herein as though set forth at length.

Sec. 7-3-8. BOARD OF APPEALS.

In order to provide for final interpretation of the provisions of this Code, there shall be and is hereby created a Board of Appeals as specified in Codified Ordinance Sec. 7-1-23.

Sec. 7-3-9. VALIDITY AND LENGTH OF PERMIT.

(a) Validity. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or any other ordinance of the County. Permits presuming to give authority to violate or cancel the provisions of this Code or other ordinances of the County shall not be valid.

The issuance of a permit based upon plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in said plans, specifications and other

data, or from preventing building operations being carried on thereunder when in violation of this Code or of any other ordinances of the County.

(b) Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within twelve months from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be commenced or recommenced, a permit shall first be extended or re-issued.

(1) Requesting extension of an unexpired permit: Any permittee holding an unexpired permit or a permit which has expired for less than 180 days may apply for an extension of time within which permittee may commence work under that permit when permittee is unable to commence or recommence work within the time required by this section for good and satisfactory reason. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits extended in this manner will not be subject to new regulations adopted after issuance of the permit. Fees for time extension shall be established by the Board of Supervisors. ~~Fees shall not be required for first extension~~.

(2) Requesting re-issuance of a permit which has been expired for 180 days or more: Any permittee holding a permit which has been expired for 180 days or more may apply for re-issuance of the permit subject to compliance with current regulations and payment of full plan check and permit fees. Plans must be re-submitted for plan check. Portions of the structure which have been built under the expired permit will not be subject to current regulations.

For the purpose of permit extension, multiple permits of the same structure such as building, foundation, retaining wall, plumbing, mechanical, and electrical permits shall be considered as one permit. Extension of building permit shall include extension of ancillary permits for the same structure.

Each separate permit with work completed, inspected and approved entirely prior to suspension or abandonment will not be subject to extension or re-issuance.

(c) Change of contractor or of ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building or structure for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of Section (b) above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" and a permit issuance fee, shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, fees as established by the Board of Supervisors shall be charged to the permit applicant.

(d) Suspension or revocation. The Building Official may, in writing, suspend or revoke a permit issued under provisions of this Code whenever the permit is issued in error or on the basis of incorrect information supplied or in violation of any ordinance or regulation or any of the provisions of this Code.

Sec. 7-3-10. VIOLATIONS AND PENALTIES.

It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the County, or cause the same to be done, contrary to or in violation of any of the provisions of this Code.

Any person, firm, or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued, or permitted, and upon conviction of any such violation such person shall be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

In addition to the provisions of the subsections above, a notice of violation of this Code may be recorded in accordance with subsections 1 through 6 of Section 7-1-24 of the Orange County Codified Ordinances.

Sec. 7-3-11. PERMIT REQUIRED

(a) No plumbing or drainage work shall be commenced in any building, structure, or in or about any premises until a permit to do such work has been first obtained from the Building Official.

(b) A separate permit shall be obtained for each building or structure.

Sec. 7-3-12. WORK NOT REQUIRING PERMIT.

No permit shall be required in the case of any repair work as follows:

(a) For the clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures, when such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

(b) For the stopping of leaks in drains, soil, waste or vent pipe, provided, however, that should any trap, drain pipe, soil, waste or vent pipe be or become defective and it becomes necessary to remove and replace the same shall be considered as such new work and a permit shall be procured and inspection made as herein provided.

(c) Other incidental improvements of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

Sec. 7-3-13. APPLICATION FOR PERMIT.

Any person legally entitled to apply for and receive a permit shall make such application on forms provided for that purpose. He shall give a description of the character of the work proposed to be done, and the location, ownership, occupancy and use of the premises in connection therewith. The Building Official may require plans, specifications, or drawings and such other information as may be deemed necessary.

If the Building Official determines that the plans, specifications, drawings, descriptions, or information furnished by the applicant is in compliance with this Code, he shall issue the permit upon payment of the required fee as establish by the Board of Supervisors.

Sec. 7-3-14. ALL WORK TO BE INSPECTED.

All plumbing and drainage systems shall be inspected by the Building Official to ensure compliance with all requirements of this Code.

It shall be the duty of the person doing the work authorized by the permit to notify the Building Official orally, in writing or by Internet that said work is ready for inspection. Such notification shall be given not less than twenty-four (24) hours before the work is to be inspected.

It shall be the duty of the person doing the work authorized by the permit to make sure that the work will stand the tests prescribed elsewhere in this Code before giving the above notification.

Sec. 7-3-15. FEES AND PLAN REVIEW.

(a) Plan Review Fees. When a plan or other data is required to be submitted for plan review, a plan-checking fee shall be paid at the time of submitting plans and specifications for checking. Said plan-checking fee shall be established by the Board of Supervisors.

(1) Expiration of Plan Review. Application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period of 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once unless approved by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

(2) Additional Plan Review Fees. Where plans are incomplete or changed so as to require additional plan checking, an additional plan checking fee as established by the Board of Supervisors shall be paid. Said fee may be waived when in the opinion of the Building Official the additional fee is

not warranted.

(b) Permit fee. A fee as established by the Board of Supervisors shall be paid for each permit at the time of issuance.

Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this Code, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. A violation shall result in an assessment of double fees for work done prior to permit issuance. Payment of a double fee shall not relieve any person from fully complying with the requirements of this Code nor from any other penalties prescribed herein.

For the purpose of this section, a sanitary plumbing outlet on or to which a fixture or appliance may be set or attached shall be construed to be a fixture. Fees for reconnection and retest of existing plumbing systems in relocated buildings shall be as established by the Board of Supervisors.

When a permit has been obtained to connect an existing building or existing work to the public sewer or to a new private disposal facility back-filling of private sewage disposal facilities abandoned consequent to such connection is included in the building sewer permit.

(c) Special investigation fee. A special investigation may be required before a permit will be issued for work which has been started without first obtaining a permit. Except in the case of emergency work, a fee as established by the Board of Supervisors may be collected for such investigation. The special investigation fee shall be in addition to any regular or double fee. No permit shall be issued when an investigation fee is due until such fee has been paid.

The payment of the investigation fee shall not exempt any person from compliance with the provisions of this Code nor from any penalty prescribed by law.

(d) Re-inspection fee. When any re-inspection is required due to the failure of the permit holder, his agent or other responsible persons to comply with previous correction instructions, a fee as established by the Board of Supervisors may be charged by the Building Official for each such re-inspection. This

fee shall be paid before any further inspections are made. (e) Refunds. The Building Official may authorize refunding of fees which was erroneously paid or collected.

(f) Change of Contractor or of Ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building, structure or grading for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of section (f) above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" and a permit issuance fee, shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, a fee as established by the Board of Supervisors shall be charged to the permit application.

Sec. 7-3-16. Not Used.

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2025 California Plumbing Code Adoption
OC Amendments Summary

OC Ordinance Section	2025 Code Section	2022 Code Section	Title/Subject	Justification/Comments	Action
7-3-1			Adoption of the Uniform Plumbing Code and California Plumbing Code		. Carry Through
7-3-2			Reference to Uniform Plumbing Code and California Plumbing Code		Carry Through
7-3-3			Application and Scope		Carry Through
7-3-4			Authority Having Jurisdiction		Carry Through
7-3-5			Duties of Authority Having Jurisdiction		Carry Through
7-3-6			Right-Of-Entry		Carry Through
7-3-7			Dangerous and Unsanitary Construction or Condition		Carry Through
7-3-8			Board of Appeals		Carry Through
7-3-9			Validity and Length of Permit		Carry Through and updated to match with current adopted fee resolution
7-3-10			Violations and Penalties		Carry Through
7-3-11			Permit Required		Carry Through
7-3-12			Work Not Requiring Permit		Carry Through
7-3-13			Application for Permit		Carry Through
7-3-14			All Work to Be Inspected		Carry Through
7-3-15			Fees and Plan Review		Carry Through and updated to allow additional extensions as approved by the Building Official
7-3-16	Not Used				

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA REPEALING THE ~~2018~~ 2021 EDITION OF THE UNIFORM MECHANICAL CODE, REPEALING THE ~~2019~~ 2022 EDITION OF THE CALIFORNIA MECHANICAL CODE, REPEALING ORDINANCE ~~19-008~~22-006 AND ADOPTING BY REFERENCE THE UNIFORM MECHANICAL CODE, ~~2021~~ 2024 EDITION, AND THE CALIFORNIA MECHANICAL CODE, ~~2022~~ 2025 EDITION, AMENDMENTS THERETO.

The Board of Supervisors of the County of Orange, California, does ordain as follows:

SECTION 1. Article 1 of Division 5 of Title 7 of the Orange County Codified Ordinances is hereby repealed.

SECTION 2. Article 1 of Division 5 is hereby added to Title 7 of the Orange County Codified Ordinances to read as follows:

Section 7-5-1 ADOPTION OF UNIFORM MECHANICAL CODE, ~~2018~~ 2024 EDITION AND THE CALIFORNIA MECHANICAL CODE, ~~2019~~ 2025 EDITION AND AMENDMENTS THERETO

a. The Board of Supervisors of the County of Orange hereby adopts the Uniform Mechanical Code, ~~2021~~ 2024 Edition and the California Mechanical Code, ~~2022~~ 2025 Edition as published by the International Association of Plumbing and Mechanical Officials (IAPMO), including Appendices A through C, Division II of Chapter 1, except such portions as are deleted, modified, or amended in this Article. Chapter 1 of the Uniform Mechanical Code is replaced with Division II of Chapter 1 of the California Mechanical Code.

b. The purpose of this Code is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for the installation, alteration, design, construction, quality of materials, location, operation, and maintenance of heating, ventilating, comfort cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances, and the inspection thereof.

c. Not less than one (1) copy of each has been made and is now filed in the office of the OC Public

Works. They are hereby adopted and incorporated as if set forth at length herein.

Sec 7-5-2. Not used.

Sec. 7-5-3. Section 107 amended.

Section 107 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

HEARING OFFICER Sec. 107.1 In order to determine the suitability of alternate materials and methods of installation and to provide for reasonable interpretation of the provisions of this Code, there shall be and is hereby created a Hearing Officer as specified in Orange County Codified Ordinances Sec. 7-1-23.

Sec. 7-5-4. Section 107.3 added.

Section 107 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended by adding Section 107.3 to read as follows:

Section 107.3 NOTICE, ADMINISTRATIVE HEARING, APPEAL

Whenever the Building Official issues a Condemnation Order in accordance with the provisions of Section 106.6 of Division II of Chapter 1 of the California Mechanical Code, or a Stop Work Order in accordance with the provisions of Section 106.4 of said Code, the procedures for notice, administrative hearing, and appeal may be instituted in accordance with the provisions of Section 7-1-16 - UNSAFE BUILDING, NUISANCE, NOTICE, ADMINISTRATIVE HEARING, APPEAL of the Orange County Codified Ordinance . The remedies and procedures here provided for shall be cumulative and in addition to the penalties provided for in the Orange County Codified Ordinances pertaining to "Violations and Penalties."

Sec. 7-5-5. Section 104.2 amended.

Section 104.2 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

104.2 Exempt Work. A mechanical permit shall not be required for the following:

104.2.1 A portable heating appliance, portable ventilating equipment, portable cooling

unit or portable evaporative cooler.

104.2.2 A closed system of steam, hot or chilled water piping within heating or cooling equipment regulated by this Code.

104.2.3 Replacement of any component part or assembly of an appliance which does not alter its original approval and complies with other applicable requirements of this Code.

104.2.4 Refrigerating equipment which is part of the equipment for which a permit has been issued pursuant to the requirements of this Code.

104.2.5 A unit refrigerating system.

104.2.6 Other incidental improvements of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for work to be done in violation of the provisions of this Code or other laws or ordinances of this jurisdiction.

Sec. 7-5-6. Section 104.4 amended.

Section 104.4 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

Section 104.4.1 Issuance. The application, plans and specifications and other data filed by an applicant for permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this Code and other pertinent laws and ordinances and that the fees as established by the Board of Supervisors have been paid, he shall issue a permit therefor to the applicant.

When the Building Official issues the permit where plans are required, he shall endorse in writing or stamp the plans and specifications "APPROVED." Such approved plans and specifications shall not be changed, modified or altered without authorization from the Building Official, and all work regulated by

this Code shall be done in accordance with the approved plans.

The Building Official may issue a permit for the construction of a part of the mechanical system before the entire plans and specifications for the whole system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this Code. The holder of such permit may proceed at his own risk without assurance that the permit for the entire building, structure or mechanical system will be granted.

104.4.2 Validity of Permit. The issuance of a permit or approval of plans and specifications and computation shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or of other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this Code or of other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based upon plans, specifications, computations and other data shall not prevent the Building Official from thereafter requiring the correction of errors in said plans, specifications, and other data or from preventing building operations being carried on thereunder when in violation of this Code or of other ordinances of this jurisdiction.

104.4.3 Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within twelve months from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be commenced or recommenced, a permit shall first be extended or re-issued.

104.4.4 Extension

(1) Requesting extension of an unexpired permit: Any permittee holding an unexpired permit or a permit which has expired for less than 180 days may apply for an extension of time within which permittee may commerce work under that permit when permittee is unable to commence or recommence work within the time required by this section for good and satisfactory reasons. The

Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits extended in this manner will not be subject to new regulations adopted after issuance of the permit. Fees for time extension shall be as established by the Board of Supervisors. ~~Fees shall not be required for first extension.~~

(2) Requesting re-issuance of a permit which has been expired for 180 days or more: Any permittee holding a permit which has been expired for 180 days or more may apply for re-issuance of the permit subject to compliance with current regulations and payment of full plan check and permit fees. Plans must be re-submitted for plan check. Portions of the structure which have been built under the expired permit will not be subject to current regulations.

For the purpose of permit extension, multiple permits of the same structure such as building, foundation, retaining wall, plumbing, mechanical, and electrical permits shall be considered as one permit. Extension of building permit shall include extension of ancillary permits of the same structure. Each separate permit with work completed, inspected and approved entirely prior to suspension or abandonment will not be subject to extension or re-issuance.

104.4.3.1 Change of Contractor or of Ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building, structure or grading for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of Section 113.4 above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" fee and the permit issuance fee, shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, a fee as established by the Board of Supervisors shall be charged to the permit application.

104.4.5 Suspension or Revocation. The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this Code whenever the permit is issued in error or on the basis

of incorrect information supplied or in violation of other ordinance or regulation of the jurisdiction.

104.4.6 Retention of Plans. One (1) set of approved plans, specifications and computations shall be retained by the Building Official until final approval of the work covered therein. One set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

Sec. 7-5-7. Section 104.5 amended.

Section 104.5 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

FEES

Sec. 104.5.1 General. Fees shall be assessed in accordance with the provisions of this section.

Sec. 104.5.2 Permit Fees. A fee as established by the Board of Supervisors shall be paid for each permit at the time of issuance.

Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this Code, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. A violation shall result in an assessment of double fees for work done prior to permit issuance. Payment of a double fee shall not relieve any person from fully complying with the requirements of Code nor from any other penalties prescribed herein.

104.5.3 Plan Check Fees. When plans are required, a plan check fee as established by the Board of Supervisors shall be paid at the time of submittal of such plans.

104.5.3.1 Additional Plan Review Fees. Where plans are incomplete or changed so as to require additional plan checking, an additional plan checking fee as established by the Board of Supervisors shall be paid. Said fee may be waived when in the opinion of the Building Official the additional fee is not warranted.

104.5.4 Expiration of Plan Review. Application for which no permit is issued within 180 days

following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once unless approved by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

104.5.5 Special Investigation Fees. A special investigation may be required before a permit will be issued for work which has been started without first obtaining a permit. Except in the case of emergency work, a fee as established by the Board of Supervisors may be collected for such investigation. The special investigation fee shall be in addition to any regular or double fee.

No permit shall be issued when an investigation fee is due until such fee has been paid.

The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalty prescribed by law.

104.5.6 Fee Refunds. The Building Official may authorize refunding of fee which was erroneously paid or collected.

Sec. 7-5-8. Not used.

Sec. 7-5-9. Section 106.3 Amended.

Section 106.3 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

Section 106.3 PENALTIES. Any person, firm or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the Code is committed, continued, or permitted, and upon conviction of any such violation such person

shall be punished by a fine of not more than five hundred dollars ($500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

In addition to the provisions of the subsection above, a notice of violation of this Code may be recorded in accordance with Subsections 1 through 6 of Section 7-1-24 of the Orange County Codified Ordinances.

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2025 California Mechanical Code Adoption
OC amendments Summary

OC Ordinance Section	2025Code Section	2022 Code Section	Title/Subject	Justification/Comments	Action
7-5-1			Adoption of the Uniform Mechanical Code and California Mechanical Code		Carry Through
7-5-2	Not used				
7-5-3	107	107	Hearing Officer		Carry Through
7-5-4	107.3	107.3	Notice, Administrative Hearing, Appeal		Carry Through
7-5-5	104.2	104.2	Exempt Work		Carry Through
7-5-6	104.4	104.4	Permit Issuance		Carry Through and updated to match with current adopted fee resolution
7-5-7	104.5	104.5	Fees		Carry Through and updated to allow additional extensions as approved by the Building Official
7-5-8	Not used				
7-5-9	106.3	106.3	Penalties		Carry Through

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA REPEALING THE NATIONAL ELECTRICAL CODE, ~~2017~~ 2020 EDITION, REPEALING THE CALIFORNIA ELECTRICAL CODE, ~~2019~~ 2022 EDITION, REPEALING ORDINANCE ~~19-009~~22-007 AND ADOPTING BY REFERENCE THE NATIONAL ELECTRICAL CODE, ~~2020~~ 2023 EDITION AND THE CALIFORNIA ELECTRICAL CODE, ~~2022~~ 2025 EDITION WITH AMENDMENTS THERETO.

The Board of Supervisors of the County of Orange, California does ordain as follows:

SECTION 1. Article 1 of Division 2 of Title 7 of the Orange County Codified Ordinances is hereby repealed.

SECTION 2. Article 1 is hereby added to Division 2 of Title 7 of the Orange County Codified Ordinances to read as follows:

ARTICLE 1

ADOPTION OF THE ~~2020~~ 2023 EDITION OF THE NATIONAL ELECTRICAL CODE AND THE ~~2022~~ 2025 EDITION OF THE CALIFORNIA ELECTRICAL CODE AND AMENDMENTS THERETO

Section 7-2-1. Adoption of the National Electrical Code and the California Electrical Code.

a. The Board of Supervisors of the County of Orange hereby adopts the National Electrical Code, ~~2020~~ 2023 Edition and the California Electrical Code, ~~2022~~ 2025 Edition, including the Appendix thereto, except such portions as are deleted, modified, or amended in this Article.

b. The purpose of the codes is to prescribe regulations for the installation and maintenance of electric conductors and equipment.

c. Not less than one (1) copy of each has been made and is now filed in the office of the OC Public Works. They are hereby adopted and incorporated as if set forth at length herein.

Section 7-2-2. Section 90-4 amended.

Section 90-4. ENFORCEMENT. This Code is intended to be suitable for mandating application by

the OC Public Works over electrical installations within unincorporated territory of the County and County-owned buildings, except work located in a public way and hydraulic flood control structures. The Building Official of the County of Orange shall have the authority for enforcement of the Code and the responsibility for making interpretations of the rules, for deciding upon the approval of equipment, materials and wiring methods as set forth in the National Electrical Code, and for granting the special permission contemplated in a number of the rules.

Whenever the term "authority having jurisdiction" is used in this Code, it shall mean the "Building Official" of the County of Orange.

The Building Official may waive specific requirements in this Code or permit alternate methods, where it is assured that equivalent objectives can be achieved by establishing and maintaining effective safety.

This Code may require new products, constructions, or materials which may not yet be available at the time the Code is adopted. In such event, the Building Official may permit the use of the products, constructions, or materials which comply with the most recent previous edition of this Code adopted by the jurisdiction.

Section 7-2-3. Section 90-10 added.

Section 90-10. APPLICATION TO EXISTING ELECTRICAL SYSTEMS AND EQUIPMENT.

(a) Additions, Alterations or Repairs. Additions, alterations or repairs may be made to an electrical system and equipment without requiring the existing electrical system and equipment to comply with all the requirements of this Code, provided the addition, alternation or repair conforms to that required for a new electrical system and equipment and provided further that no hazard to life, health or safety will be created by such additions, alterations or repairs.

Additions or alterations shall not be made to an existing electrical system or equipment which will cause the existing electrical system or equipment to be in violation of the provisions of this Code nor shall such additions or alterations cause the existing electrical

system or equipment to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alternation will create a fire hazard, will reduce required fire resistance, will cause the electrical system or equipment to become overloaded or exceed their rated capacities, will create a health hazard or will otherwise create conditions dangerous to human life.

Minor additions, alterations and repairs to existing electrical system and equipment may be made in accordance with the law in effect at the time the original installation was made, when approved by the Building Official.

(b) Existing Installations. Electrical systems and equipment lawfully in existence at the time of the adoption of this Code may have their use, maintenance or repair continued if the use, maintenance or repair is in accordance with the original design and a hazard to life, health or property has not been created by such electrical system and equipment.

(c) Changes in Building Occupancy. Electrical system and equipment which are a part of any building or structure undergoing a change in use or occupancy, as defined in the Building Code, shall comply with the requirements of this Code which are applicable to the new use or occupancy.

(d) Maintenance. All electrical system and equipment, both existing and new, and all parts thereof shall be maintained in a proper operating condition in accordance with the original design and in a safe and hazard-free condition. All devices and safeguards which are required by this Code shall be maintained in conformance with this Code. The owner or designated agent shall be responsible for the maintenance of the electrical system and equipment. To determine compliance with this section, the Building Official may cause an electrical system to be re-inspected.

(e) Moved Buildings. Electrical systems and equipment which are a part of buildings or structures moved into or within this jurisdiction shall comply with the provisions of this Code for new installations.

Section 7-2-4. Section 90-11 added.

Section 90-11. UNDERGROUND UTILITIES REQUIRED.

(a) The Building Official shall, as a condition precedent to the issuance of a Building Permit, require all utility services located within the exterior boundary lines of lot or parcel of property to be installed underground if:

(1) The property is to be developed with a new or relocated main building;

(2) The remodeling, alteration, or addition to an existing main building, exceeds 50 percent of the value and/or area of the existing building;

(3) A residential building or use is converted to any nonresidential use or purpose.

For purposes of this section, the term "main building" shall mean a building in which is conducted the principal use of the lot or building site on which it is located.

The owner or developer of the property is responsible for complying with the requirements of this section and shall provide all necessary facilities on the property to receive such service from the supplying utilities.

If it is determined that practical difficulties, or unreasonable hardships inconsistent with the purposes of this chapter and unique to a particular parcel of property, would result from the literal interpretation of this section, the Building Official may waive, modify or delay the imposition of any underground requirement imposed pursuant to this section upon written application of any affected property owner. The Building Official shall notify the applicant of his decision in writing by certified mail. If the Building Official determines to delay the installation of required underground utilities, he may require a recorded agreement guaranteeing the future performance of the work, together with adequate performance security enforceable by the County in the form of a cash deposit, bond, letter of credit, or other instrument satisfactory to the County Counsel.

For purposes of this section, appurtenances and associated equipment such as, but not limited to, surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, and concealed ducts in an underground system, may be placed above ground.

Any person dissatisfied with the decision of the Building official may file an appeal with the Board of Supervisors within fifteen (15) days after the decision of the Building Official is deposited in the mail by filing a written statement setting forth the reasons for said appeal with the County Clerk. The Board of Supervisors may overrule, modify, or affirm the decision of the Building Official.

Section 7-2-5. Section 90-12 added.

Section 90-12. CONFLICTING PROVISIONS.

In the event of any differences between the California Code and the National Code, the text of the California Code shall govern. Where a specific provision varies from a general provision, the specific provision shall apply.

When, in any specific case, different sections of this Code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Section 7-2-6. Section 90-13 added.

Section 90-13. ALTERNATE MATERIALS, METHOD OF DESIGN AND METHODS OF CONSTRUCTION.

(a) The provisions of this Code are not intended to prevent the use of any material, method of design or method of construction not specifically prescribed by this Code, provided an alternate has been approved and its use authorized by the Building Official.

The Building Official may approve an alternate, provided the Building Official finds that the proposed design is satisfactory and complies with the provisions of this Code and that the material, method or work offered is, for the purpose intended, at least the equivalent of the prescribed in this Code in suitability, strength, effectiveness, fire resistance, durability and safety.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate claims that may be made regarding its use. The details of an action granting approval of an alternate shall be recorded and entered in the files of the code enforcement

agency.

(b) Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Building Official may grant modifications for individual cases. The Building Official shall first find that a special individual reason makes the strict letter of this Code impractical and the modification is in conformity with the intent and purpose of this Code and that such modification does not lessen health, life and fire-safety requirements. The details of actions granting modifications shall be recorded and entered in the files of the code enforcement agency.

(c) Tests. Whenever there is insufficient evidence of compliance with the provisions of this Code or evidence that materials or construction do not conform to the requirements of this Code, the Building Official may require tests as evidence of compliance to be made at no expense to this jurisdiction.

Test methods shall be as specified by this Code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall determine test procedures.

All tests shall be made by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records.

Section 7-2-7. Section 90-14 added.

Section 90-14. POWERS AND DUTIES OF BUILDING OFFICIAL.

(a) General. The Building Official is hereby authorized and directed to enforce all the provisions of this Code. For such purposes, the Building Official shall have the powers of a law enforcement officer.

The Building Official shall have the power to render interpretations of this Code and to adopt and enforce rules and regulations supplemental to this Code as may be deemed necessary in order to clarify the application of the provisions of this Code. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of

this Code.

(b) Deputies. In accordance with prescribed procedures and with the approval of the appointed authority, the Building Official may appoint a chief electrical inspector and other related technical officers and inspectors and other employees as shall be authorized from time to time.

(c) Right of Entry. When necessary to make an inspection to enforce any of the provisions of this Code, or when the Building Official has reasonable cause to believe that there exists in any building or upon a premises a condition which is contrary to or in violation of this Code which makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter the building or premises at all reasonable times to inspect or to perform the duties imposed by this Code, provided that if such building or premises be occupied, that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. Should entry be refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

(d) Stop Orders. When work is being done contrary to the provisions of this Code, the Building Official may order the work stopped by notice in writing served on persons engaged in the doing or causing such work to be done, and such persons shall forthwith stop such work until authorized by the Building Official to proceed with the work.

(e) Authority to Disconnect Utilities. The Building Official or the Building Official's authorized representative shall have the authority to disconnect a utility service or energy supplied to the building, structure or building service equipment therein regulated by this Code or the technical codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall whenever possible notify the serving utility, the owner and occupant of the building, structure or building service equipment of the decision

to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment, in writing, of such disconnection immediately thereafter.

(f) Authority to Condemn Building Service Equipment. When the Building Official ascertains that building service equipment regulated in the technical codes has become hazardous to life, health or property, or has become insanitary, the Building Official shall order in writing that such equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice itself shall fix a time limit for compliance with such order. Defective building service equipment shall not be maintained after receiving such notice. When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefor shall be given within 24 hours to the serving utility, the owner and occupant of such building, structure or premises.

When any building service equipment is maintained in violation of the technical codes and in violation of a notice issued pursuant to the provisions of this section, the Building Official shall institute appropriate action to prevent, restrain, correct or abate the violation.

(g) Connection after Order to Disconnect. Persons shall not make connections from an energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

(h) Liability. The Building Official charged with the enforcement of this Code and the technical codes, acting in good faith and without malice in the discharge of his duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties. A suit brought against the Building Official or employee because of such act or omission performed by the Building Official or employee in the enforcement of the provisions of such codes or other pertinent

laws or ordinances implemented through the enforcement of this Code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.

This Code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling a building, structure or building service equipment therein for damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming such liability by reason of the inspections authorized by this Code or permits or certificates issued under this Code.

(i) Cooperation of Other Officials and Officers. The Building Official may request, and shall receive, the assistance and cooperation of other officials of this jurisdiction so far as is required in the discharge of the duties required by this Code or other pertinent laws or ordinances.

Section 7-2-8. Section 90-15 added.

Section 90-15. UNSAFE ELECTRICAL SYSTEMS OR EQUIPMENT.

Electrical systems or equipment regulated by this Code which are unsafe, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purpose of this section, unsafe. Use of electrical systems or equipment regulated by this Code constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment is, for the purpose of this section, an unsafe use.

Unsafe electrical systems or equipment are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in Section 7-1-16-UNSAFE BUILDING, NUISANCE, and NOTICE. ADMINISTRATIVE HEARING, APPEAL – of the Orange County Codified Ordinances. As an alternative, the Building Official or other employee or official of this jurisdiction as designated by the governing body may institute other appropriate action to prevent, restrain, correct or abate the violation.

Section 7-2-9. Section 90-16 added.

Section 90-16. PERMITS.

(a) Required Permits. No electrical equipment shall be installed nor electrical work performed within or on any building, structure or premises, publicly or privately owned, in the unincorporated area of Orange County, nor shall any alteration or addition be made in any such existing equipment without securing a permit therefor, before such work is commenced, from the Building Official except as provided in this Article and except that no permit will be required to execute any of the following classes of electrical work:

(1) Minor repair work, such as the replacement of lamps and connection of portable electrical equipment to suitable permanently installed receptacles.

(2) Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.

(3) Temporary decorative lighting.

(4) Repair or replacement of current-carrying parts of any switch, contactor or control device.

(5) Reinstallation of attachment plug receptacles, but not the outlets therefor.

(6) Repair or replacement of any overcurrent device of the required capacity in the same location.

(7) Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.

(8) Taping joints.

(9) Removal of electrical wiring.

(10) Temporary wiring for experimental purposes in suitable experimental laboratories.

(11) The wiring for temporary theater, motion picture or television stage sets.

(12) Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

(13) Low-energy power, control and signal circuits of Class II and Class III as defined in this Code.

(14) Installations used by electrical supply, railway or communication utilities in the exercise on their function as a utility, and work located primarily in a public way.

(15) The installation, alteration or repair of electrical equipment installed by or for an electrical supply agency for the use of such agency in the generation, transmission, distribution or metering of electricity.

(16) The installation of radio controlled relays on privately-owned air conditioning equipment and electric heaters designed for the purposes of energy conservation through utility company established electrical load management programs provided that:

(A) Prior to installation, the OC Public Works/Building Inspection Division shall approve the specifications for the installation of the relays;

(B) The relay devices shall be tested and labeled by Underwriters' Laboratories, Inc.;

(C) The relay devices shall be installed and maintained by the serving utility company or its contractors.

(17) Other incidental work of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

(b) Application. Application for a permit to perform the work shall be made in writing to the OC Public Works, describing said work Plans, calculations of load for service, feeders and branch circuits, specifications and schedules may be required to determine whether the installation as described will be in conformity with the requirements of the Code. If it is found that the installation as described will conform to all legal requirements, and if the applicant has complied with the provisions of this Code, a permit for such installation shall be issued. No deviation may be made from the installation described in

the permit and plan without the written approval of the Building Official.

(c) Issuance. It shall be the duty of the Building Official to issue permits for electrical installations and wiring under the provisions of this Code when the applicant for such permit shall have complied with all of the requirements hereof.

(d) Annual Permits. In lieu of an individual electrical permit for each installation or alteration on commercial or industrial buildings, an annual permit may be issued to any person, firm or corporation for the purpose of installing, altering and maintaining electrical wiring or equipment in or on buildings or premises owned or occupied by the applicant for such permits. The application for this annual permit shall be made in writing to the OC Public Works, and shall contain description of the premises on which the work is to be done under the permit. Within fifteen (15) days following the end of each calendar month, the person, firm or corporation to which an annual permit has been issued shall transmit to the OC Public Works a duplicate copy of the record of electrical work done.

(e) Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve months from the date of such permit, or if the building or work authorized by such permit is suspended of abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be commenced or recommenced, a permit shall first be extended or re-issued.

(1) Requesting extension of an unexpired permit: Any permittee holding an unexpired permit or a permit which has expired for less than 180 days may apply for an extension of time within which permittee may commence work under that permit when he/she is unable to commence or recommence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits extended in this manner shall not be subject to new regulations adopted after issuance of the permit. Fees for time extension

shall be as established by the Board of Supervisors. ~~Fees shall not be required for first extension.~~

(2) Requesting re-issuance of a permit which has been expired for 180 days or more: Any permittee holding a permit which has been expired for 180 days or more may apply for re-issuance of the permit subject to compliance with current regulations and payment of full plan check and permit fees. Plans must be re-submitted for plan check. Portions of the structure which have been built under the expired permit shall not be subject to current regulations.

(3) For the purpose of permit extension or renewal, multiple permits of the same structure such as building, foundation, retaining wall, plumbing, mechanical, and electrical permits shall be considered as one permit. Extension of building permit shall include extension of ancillary permits of the same structure. Each separate permit with work completed inspected and approved entirely prior to suspension or abandonment shall not be subject to extension or re-issuance.

(f) Change of Contractor or of Ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building, structure or grading for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of section (e) above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" and a permit issuance fee, shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, a fee as established by the Board of Supervisors shall be charged to the permit application.

Section 7-2-10. Section 90-17 added.

Section 90-17. FEES AND PLAN REVIEW.

(a) Fees shall be established by the Board of Supervisors.

(b) The fees required in this section must be paid for each electrical installation for which a permit is required by this Code.

(c) No permit shall be issued to any person, firm or corporation unless fees for permits or

additions to permits are paid in full. When an electrical plan is required to be submitted, a plan check fee shall be paid at the time of submittal.

(d) Expiration of Plan Review. Application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period of 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once unless approved by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

(e) Additional Plan Review Fees. Where plans are incomplete or changed so as to require additional plan checking, an additional plan checking fee as established by the Board of Supervisors shall be paid. Said fee may be waived when in the opinion of the Building Official the additional fee is not warranted.

(f) Failure to take out a permit and to pay fees therefor before commencing work shall be deemed a violation of this Code, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. Double the amount of fees shall be assessed for work commenced before a permit is issued. Payment of a double fee shall not relieve any person from fully complying with the requirements of this Code nor from any other penalties prescribed herein.

(g) Investigation Fee. An investigation fee as established by the Board of Supervisors may be charged by the Building Official whenever work for which a permit is required by this Code has been commenced without first obtaining said permit, except in the case of emergency work. This fee shall be paid and the investigation shall be made prior to the issuance of any permit for said work. An investigation fee may be charged for any investigation of a building, structure, work reports, certification or any other related work requested by an owner or authorized agent of such owner.

(h) Fees for Annual Permits shall be paid at the time such permits are issued. In addition, fees for all new work installed under such permit since the date of the previous inspection shall be paid, in accordance with the fee schedule at the time the annual permit is issued.

(i) Fees for Additional Inspections shall be as established by the Board of Supervisors.

(j) Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

(k) Validity of Permit. The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code, or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this Code or other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based upon plans, specifications and other date shall not prevent the Building Official from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of these codes or of any other ordinances of this jurisdiction.

(l) Suspension or Revocation. The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this Code when the permit is issued in error or on the basis of incorrect information supplied, or in violation of an ordinance or regulation or the provisions of this Code.
Section 7-2-11. Section 90-18 added.

Section 90-18. INSPECTION.

(a) General. All electrical systems and equipment for which a permit is required shall be subject to inspection by the Building Official, and the electrical system shall remain accessible and exposed for inspection purposes until approved by the Building Official.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this Code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel provisions of this Code or of other ordinances of the jurisdiction shall not

be valid.

It shall be the duty of the permit applicant to cause the electrical system to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for the expense entailed in the removal or replacement of any material required to permit inspection. When the installation of electrical system and equipment is complete, an additional and final inspection shall be made. Electrical systems and equipment regulated by this Code shall not be connected to the energy source until authorized by the Building Official.

(b) Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing, by telephone or by Internet, at the option of the Building Official.

It shall be the duty of the person requesting any inspection required by this Code to provide access to and means for inspection of such work.

(c) Other Inspections. In addition to the called inspections required by this Code, the Building Official may make or require other inspections of any work to ascertain compliance with the provisions of this Code and other laws which are enforced by the code enforcement agency.

Section 7-2-12. Section 90-19 added.

HEARING OFFICIAL. The Hearing Official as established by Section 7-1-23 of the Codified Ordinances shall determine the suitability of alternate materials and methods of construction and provide for reasonable interpretations of the provisions of this Code.

Section 7-2-13. Section 90-20 added.

Section 90-20. PENALTIES. Any person, firm or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the

provisions of the Code is committed, continued, or permitted, and upon conviction of any such violation such person shall be punished by a fine of not more than five-hundred dollars ($500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

In addition to the provisions of the subsection above, a notice of violation of this Code may be recorded in accordance with subsection 1 through 6 of Section 7-1-24 of the Orange County Codified Ordinances.

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2025 California Electrical Code Adoption
OC Amendments Summary

OC Ordinance Section	2025 Code Section	2022 Code Section	Title/Subject	Justification/Comments	Action
7-2-1			Electrical Code Adoption		Carry Through
7-2-2	90-4	90-4	Enforcement		Carry Through
7-2-3	90-10	90-10	Application to Existing Electrical Systems and Equipment		Carry Through
7-2-4	90-11	90-11	Underground Utilities Required		Carry Through
7-2-5	90-12	90-12	Conflicting Provisions		Carry Through
7-2-6	90-13	90-13	Alternate Materials, Method of Design and Methods of Construction		Carry Through
7-2-7	90-14	90-14	Powers and Duties of Building Official		Carry Through
7-2-8	90-15	90-15	Unsafe Electrical Systems or Equipment		Carry Through
7-2-9	90-16	90-16	Permits		Carry Through and updated to match with current adopted fee resolution
7-2-10	90-17	90-17	Fees and Plan Review		Carry Through and updated to allow additional extensions as approved by the Building Official
7-2-11	90-18	90-18	Inspection		Carry Through
7-2-12	90-19	90-19	Hearing Official		Carry Through
7-2-13	90-20	90-20	Penalties		Carry Through

~~2022~~2025

California Fire Code

Amendment Package

ORDINANCE NO. ___

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA REPEALING THE CALIFORNIA FIRE CODE, ~~2019~~ 2022 EDITION ORDINANCE ~~19010~~ 22-008 AND ADOPTING BY REFERENCE THE CALIFONIA FIRE CODE, ~~2022~~ 2025 EDITION WITH APPENDIX B, BB, C, CC, and H and AMENDMENTS THERETO.

FIRE CODE

Section 3-3-1. Fire Code Adopted

The ~~2022~~ 2025 California Fire Code, based on the International Fire Code, ~~2021~~ 2024 Edition, with errata, published by International Code Council (ICC), and the whole thereof, including Appendix B, Appendix BB, Appendix C, Appendix CC, and Appendix H are hereby adopted by the County of Orange for the purpose of prescribing regulations governing conditions hazardous to the life and property from fire and explosion, save and except such portions as are hereinafter added, deleted, modified or amendment. One copy of all the above is now on file in the office of the Clerk for public inspection and is adopted with the same force and effect as through set out herein in full.

Section 3-3-2. Enforcement and Inspection

The California Fire Code with amendments shall be enforced by the Orange County Fire Authority, which shall be operated under the Fire Chief of the Orange County Fire Authority. The Fire Chief of the Orange County Fire Authority may detail

such members of the fire authority as inspectors as shall be necessary from time to time.

Section 3-3-3. Chapter 1 Scope and Administration

Chapter 1 General Requirements. Adopt Chapter 1 in its entirety, with the exception of Section 109, and with the following amendments:

Section ~~110~~113.4 Violation penalties is hereby revised as follows:

> **~~110~~113.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section ~~110~~113.4.2 Infraction and misdemeanor is hereby added as follows:

> **~~110~~113.4.2 Infraction and misdemeanor.** Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Section 3-3-4. Chapter 2 Definitions

Chapter 2 Definitions is adopted in its entirety with the following amendments:

Sections 202 General Definitions is hereby revised by adding "OCFA," and "Spark Arrester" as follows:

> **202 General Definitions**
>
> **OCFA:** Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Section 3-3-5. Chapter 3 General Requirements

Chapter 3 General Requirements. ~~Adopt Chapter 3 in~~is adopted its entirety, with the exception of Sections 308.1.4, 311.5~~ through 311.5.5~~, 318, ~~and 319,~~ and with the following amendments:

Section 304.1.~~2~~ 3 Vegetation is hereby revised as follows:

304.1.~~2~~ 3 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with ~~Chapter 49~~Part 7, the California Wildland-Urban Interface Code. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 “Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program.”

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. ~~when~~ When predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. ~~when~~ When an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND *PORTABLE* OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions

which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3 feet' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1 Where prohibited is hereby added as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324 Fuel Modification Requirements for New Construction is hereby added as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325 Clearance of brush or vegetation growth from roadways is hereby added as follows:

325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as

ground covers, provided that they do not form a means of readily transmitting fire.

Section 326 Unusual Circumstances is hereby added as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327 Use of Equipment is hereby added as follows:

327.1 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.

2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 327.2~~1~~ Use of Equipment and Devices Generating Heat, Sparks or Open Flames is hereby added as follows**:**

327.2~~1~~ Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.~~2~~ 3 Spark Arresters is hereby added as follows:

327.~~2~~ 3 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Section 3-3-6. Chapter 4 Emergency Planning and Preparedness

Chapter 4: **Emergency Planning and Preparedness**~~. Adopt~~ **is adopted in** only ~~the~~ those sections and~~,~~ subsections~~, and amendment listed below~~ adopted by the SFM with the following amendment:

Section 407.5 is hereby revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall follow ~~OCFA's Chemical Classification Guideline~~OCFA Guideline G-04 "Completion of the Chemical Classification" in accordance with Section 5001.5.2.

Section 3-3-7. Chapter 5 Fire Service Features

Chapter 5 Fire Service Features is adopted in its entirety as amended by the SFM with the following amendments:

SECTION 501.1 Scope is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-~~09~~01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1 Emergency responder ~~radio~~ communications enhancement systems ~~coverage~~ in new buildings is ~~revised~~ hereby deleted and replaced as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
    a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
    b. Elevators.
    c. Structures that meet all of the following:
        i. Three stories or less, and
        ii. Do not have subterranean storage or parking, and
        iii. Do not exceed 50,000 square feet on any single story.
    d. Structures that meet all of the following:
        i. Residential structures four stories or less, and
        ii. Constructed of wood, and
        iii. Do not have subterranean storage or parking, and
        iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Section 3-3-8. Chapter 6 Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety as amended by the SFM

Section 3-3-9. Chapter 7 Fire and Smoke Protection Features

Chapter 7 Fire and Smoke Protection Features is adopted in its entirety as amended by the SFM.

Section 3-3-10. Chapter 8 Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by the SFM.

Section 3-3-11. Chapter 9 Fire Protection and Life Safety Systems

Adopt Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety as amended by the SFM with the following amendments:

Section 903.2 Where required is hereby revised as follows:

903.2 Where required. Approved automatic sprinkler systems in ~~new~~ buildings and structures shall be provided when one of the following conditions exists:

New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.~~19~~21, an automatic ~~fire-extinguishing~~sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

1. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
   a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
   b. When an addition exceeds 2000 square feet, and the resulting building area exceeds 5000 square feet.
   c. An additional story is added above the second floor regardless of fire areas or allowable area.

   Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

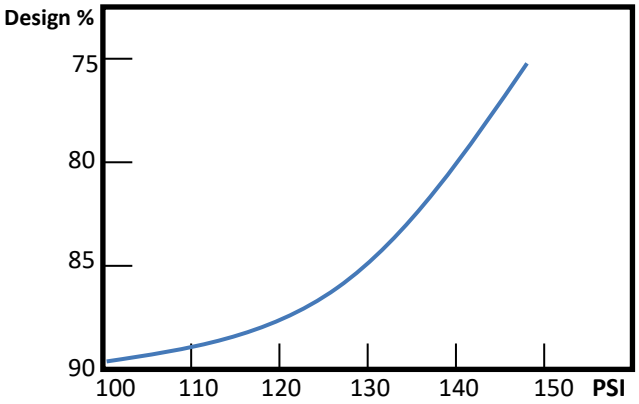
    1. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet ~~or~~:
    2. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated ~~fire~~ sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the ~~fire~~ sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Section 3-3-12. Chapter 10 Means of Egress

Chapter 10 Means of Egress is adopted in its entirety as amended by the SFM.

Section 3-3-13. Chapter 11 Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings~~.~~ ~~Adopt~~ is adopted in only those sections and subsections adopted by the SFM.

Chapter 12 Energy Systems

Chapter 12 Energy Systems is adopted in its entirety as amended by the SFM.

Section 3-3-14. Chapter 20 Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety.

Section 3-3-15. Chapter 21 Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety as amended ~~y~~ by the SFM.

Section 3-3-16. Chapter 22 Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety ~~as amended by SFM~~.

Section 3-3-17. Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by the SFM.

Section 3-3-18. Chapter 24 Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety as amended by the SFM.

Chapter 25 Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is not adopted.

Chapter 26 Fumigation and Insecticidal Fogging

Chapter 26 Fumigation and Insecticidal Fogging is not adopted.

~~**Chapter 27 Semiconductort Fabrication Facilities**~~

~~**Chapter 27 Semiconductor Fabrication Facilities** is adopted in its entirety.~~

Section 3-3-19. Chapter 27

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety ~~without amendments~~.

Section 3-3-20. Chapter 28 **Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities**

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised as follows:

> **2801.2 Permit**. Permits shall be required as set forth in Section 105.~~6~~ 5 and 105.~~6.29~~5.31.

Section 2808.2 Storage site is hereby revised as follows:

> **2808.2 Storage site**. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring products to the site.

Section 2808.3 Size of piles is hereby revised as follows:

> **2808.3 Size of piles**. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.
>
> **Exception:** The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:
>
> 1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.

2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.3.1 Increase in pile or stack size is herby deleted in its entirety.

Section 2808.4 Pile Separation is hereby revised as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping area is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15 Maximum Grid of Piles and Rows is hereby added as follows:

> **2808.15 Maximum Grid of Piles and Rows,** Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16 Push-out / Clear area is hereby added as follows:

> **2808.16 Push-out / Clear area** Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.

Section 3-3-21. Chapter 29 Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety ~~without amendments~~.

Section 3-3-22. Chapter 30 Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety ~~without amendments~~.

Section 3-3-23. Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by the SFM.

Section 3-3-24. Chapter 32 High-Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety ~~without amendments~~as amended by the SFM.

Section 3-3-25. Chapter 33 Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety ~~without amendments~~as amended by the SFM.

Section 3-3-26. Chapter 34 Tire Rebuilding and Tire Storage

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety amended by the SFM.

Section 3-3-27. Chapter 35 Welding and Other Hot Work

Chapter 35 Welding and Other Hot Work is adopted in its entirety.

Section 3-3-28. Chapter 36 Marinas

Chapter 36 Marinas is adopted in its entirety.

Section 3-3-29. Chapter 37 Combustible Fibers and Chapter 39 Processing and Extraction Facilities

Chapter 37 Combustible Fibers is adopted in its entirety.

Chapter 39 Processing and Extraction Facilities is adopted in its entirety.

Chapter 40 Storage of Distilled Spirits and Wines is adopted in its entirety.

Chapter 41 Temporary Heating and Cooking Operations is adopted in its entirety as amended by the SFM.

Section 3-3-30. Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

Section 3-3-32. Chapter 50 Hazardous Materials

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety as amended by the SFM with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby revised as follows:

> **5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall ~~include~~follow ~~. Orange County Fire Authority's Chemical Classification Guideline~~OCFA Guideline G-04 "Completion of the Chemical Classification", which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

> **5003.1.1.1 Extremely Hazardous Substances.** No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Section 3-3-33. Chapter 51 Aerosols

Chapter 51 Aerosols is adopted in its entirety.

Section 3-3-34. Chapter 53 Compressed Glass

Chapter 53 Compressed Gases is adopted in its entirety.

Section 3-3-35. Chapter 54 Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety as amended by the SFM.

Section 3-3-36. Chapter 55 Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety.

Section 3-3-37. Chapter 56 Explosives and Fireworks

Chapter 56 Explosives and Fireworks is adopted in its entirety as amended by the SFM with the following amendments:

Section 5608.2 Firing is hereby added as follows:

> **5608.2 Firing.** All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

> **Section 5608.3 Application for Permit.** A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Section 3-3-38. Chapter 57 Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids~~. Adopt Chapter 57, as~~ **is** adopted ~~and~~ in its entirety as amended by SFM.

Section 3-3-39. Chapter 58 Flammable Gasses and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids~~. Adopt Chapter 58~~ **is adopted**

in its entirety ~~and with the following amendment~~as amended by the SFM:

Section 3-3-40. Chapter 59 Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety.

Section 3-3-41. Chapter 60 Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety.

Section 3-3-42. Chapter 61 Liquified Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety.

Section 3-3-43. Chapter 62 Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety.

Section 3-3-44. Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Section 3-3-45. Chapter 64 Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety.

Section 3-3-46. Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Section 3-3-47. Chapter 66 Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety.

Section 3-3-48. Chapter 67 Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety.

Section 3-3-49. Chapter 80 Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety as amended by the SFM with the following amendments:

NFPA 13, ~~2022~~ 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

(1) Quick-response type as defined in ~~3.6.4.8~~3.3.223.4.16
(2) Residential sprinklers in accordance with the requirements of ~~8.4.5~~Chapter 12
(3) Quick response CMSA sprinklers
(4) ESFR sprinklers
(5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
(6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection *when approved by fire code official.*

NFPA 13D ~~2022~~ 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

~~**NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems** is hereby amended as follows:~~

~~**Section 7.3.1.1** is hereby is deleted in its entirety.~~

NFPA 24, ~~2019~~ 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:
1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby ~~amended~~ revised as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

(a) ~~(a)~~ For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

(b) Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a post indicating valve 40 ft (12m) away.

(c) Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(2) A wall post indicator valve on risers located within the building, either a nonrising stem gate valve with a wall post indicator or a listed butterfly valve with an indicating handle extending out through the building wall.

~~(3) An indicating valve in a pit, installed in accordance with Section 6.4~~

(34) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) ~~(a)~~ For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

(b) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a backflow preventer valve 40 ft (12 m) away.

~~(a)~~(c) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(45) Indicating c~~C~~ontrol valves installed in a fire-rated room accessible from the exterior

(56) Indicating c~~C~~ontrol valves in a fire-rated stair enclosure accessible from the exterior as permitted by the AHJ

(6) Any other valve type or location as permitted by the AHJ.

~~**Section 11.1.1.1** is hereby added as follows:~~

~~**11.1.1.1** When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.~~

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt, bituminous, or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted and replaced as follows:

10.4.3.2 *Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.*

Appendices

Appendix A is ~~deleted in its entirety~~not adopted.

Appendix B is adopted in its entirety as amended by the SFM.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety as amended by the SFM.

Appendix CC is adopted in its entirety.

Appendix D is ~~deleted in its entirety~~not adopted.

Appendix E is not adopted~~deleted in its entirety~~.

Appendix F is not adopted~~deleted in its entirety~~.

Appendix G is not adopted~~deleted in its entirety~~.

Appendix H is adopted in its entirety.

Appendix I is not adopted~~deleted in its entirety~~.

Appendix J is not adopted~~deleted in its entirety~~.

Appendix K is not adopted~~deleted in its entirety~~.

Appendix L is not adopted~~deleted in its entirety~~.

Appendix M is not adopted~~deleted in its entirety~~.

Appendix N is not adopted~~deleted in its entirety~~.

Appendix O is not adopted~~deleted in its entirety~~.

Appendix P is not adopted.

Appendix Q is not adopted.

2025 Fire Code Adoption Summary

Legend

Existing	*This 2022 amendment is being carried forward into 2025 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.*
Revised	*A modified version of the 2022 amendment is being carried forward. Changes in scope or wording are significant relative to the 2022 version, or they may impact regulatory effect.*
Deleted	*This 2022 amendment is not being carried forward into the 2025 amendment package.*
New	*This is a new amendment in the 2025 amendment package.*

2025 CFC CODE SECTION	*2022 Code Section*	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
Chapter 1 - Scope & Administration				
113.4	*112.4*	**Violation penalties**	Clarifies administrative violation process; fines will continue to be based on OCFA adopted fee schedule.	Existing
113.4.2	*112.4.2*	**Infraction and misdemeanor**	Used for purpose of applying penalties under 112.4. Amendment combines definitions of infraction and misdemeanor under one section.	Existing
Chapter 2 - Definitions				
202	*202*	**Definitions**	Definition of "OCFA" and "spark arrester" unchanged.	Existing
Chapter 3 - General Requirements				
304.1.3	*304.1.2*	**Vegetation**	Aligns maintenance to OCFA Guideline C-05 requirements. Reference to Chapter 49 removed and replaced with California Wildland-Urban Interface Code.	Existing
305.6	*305.6*	**Hazardous conditions**	Prohibits outdoor fires during hazardous weather conditions.	Existing
305.7	*305.7*	**Disposal of rubbish**	Prohibits open burning of trash, leaves, and other debris.	Existing
307	*307*	**Open burning, recreational fires, fire pits, fire rings, and outdoor fireplaces**	Administrative change to the section title to include fire pits and fire rings regulated under amendments in 307.6. No change from previous amendment.	Existing
307.6	*307.6*	**Outdoor fireplaces, fire pits, fire rings, or similar devices used at Group R occupancies.**	Addresses requirements for outdoor fireplaces, fire pits, fire rings at Group R occupancies.	Existing
307.6.1	*307.6.1*	**Gas-fueled devices**	Prohibits gas fire pits within 3' of R-3 occupancy or 10' of other R occupancies.	Existing
307.6.2	*307.6.2*	**Devices using wood or fuels other than natural gas or LPG**	Prohibits solid fuel within 25' of combustibles unless in a fireplace.	Existing
307.6.2.1	*307.6.2.1*	**Where prohibited**	Prohibits solid fuel fires in a fuel mod zone and in a Wildland-Urban Interface/Wildfire Risk Area, with some exceptions.	Existing
324	*324*	**Fuel modification requirements for new construction**	Codifies requirements for fuel modification (OCFA Guideline C-05) in properties adjacent to areas with combustible vegetation hazards.	Existing
325	*325*	**Clearance of brush or vegetation growth from roadways**	Authorizes clearance of vegetation from edges of roadways to reduce ignition hazard.	Existing

2025 Fire Code Adoption Summary

Legend

Existing	*This 2022 amendment is being carried forward into 2025 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.*
Revised	*A modified version of the 2022 amendment is being carried forward. Changes in scope or wording are significant relative to the 2022 version, or they may impact regulatory effect.*
Deleted	*This 2022 amendment is not being carried forward into the 2025 amendment package.*
New	*This is a new amendment in the 2025 amendment package.*

2025 CFC CODE SECTION	*2022 Code Section*	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
326	*326*	**Unusual circumstances**	Provides for suspension of or alternative methods of compliance with vegetation maintenance standards under specific circumstances.	Existing
327.1	*327*	**Use of equipment**	Requires use of spark arrester on equipment used in wildfire prone areas.	Existing
327.2	*327.1*	**Use of equipment and devices generating heat, sparks or open flames**	Adopts a modified version of Public Resources Code requirement (30' setback instead of 10') for hazardous activities in wildland risk areas based on the cause of multiple fires in OCFA jurisdiction.	Existing
327.3	*327.2*	**Spark arresters**	Requires spark arresters to not be placed or positioned as to prevent ignition of flammable material.	Existing
Chapter 4 - Emergency Planning and Preparedness				
407.5	*407.5*	**Hazardous Material Inventory Statement**	Reference to Hazardous Material Inventory Statement is replaced by "OCFA Guideline G-04" for direction and consistency of reporting.	Existing
Chapter 5- Fire Service Features				
501.1	*501.1*	**Scope**	Guideline B-01 continues to be referenced for adoption providing guidance on exterior fire access to structures.	Existing
510.1	*510.1*	**Emergency responder radio coverage in *new* buildings**	Amendment makes reference to new building level of radio coverage and specifies types of buildings where an emergency responder radio system is required.	Existing
Chapter 9 - Fire Protection Systems				
903.2	*903.2*	**Where required (Sprinklers)**	Requires sprinklers in new buildings based on size. Requires sprinkler retrofit in buildings undergoing addition based on various area criteria. Revised to allow exception for open parking garages.	Existing
903.2.8	*903.2.8*	**Group R (Sprinklers)**	Requires sprinkler retrofit in homes undergoing addition or remodel based on various area criteria (city/county specific).	Existing
903.3.5.3	*903.3.5.3*	**Hydraulically calculated systems**	Adds specification for industry standard 10% safety margin to be included in sprinkler calculations.	Existing
Chapter 28 - Lumber yard, agro-industrial, Solid Biomass and Woodworking Facilities				
2801.2	*2801.2*	**Permit (Miscellaneous combustible storage)**	Clarifies operational permit for storage/composting of green waste is a Miscellaneous Combustible Storage permit.	Existing
2808.2	*2808.2*	**Storage site**	Requires OCFA approval of site before bringing product to the site.	Existing

2025 Fire Code Adoption Summary

Legend

Existing	*This 2022 amendment is being carried forward into 2025 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.*
Revised	*A modified version of the 2022 amendment is being carried forward. Changes in scope or wording are significant relative to the 2022 version, or they may impact regulatory effect.*
Deleted	*This 2022 amendment is not being carried forward into the 2025 amendment package.*
New	*This is a new amendment in the 2025 amendment package.*

2025 CFC CODE SECTION	*2022 Code Section*	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
2808.3	*2803.3*	**Size of piles**	Reduces the size of piles of combustible materials.	Existing
2808.3.1	2808.3.1	**Increase in pile or stack size**	Deletes this section so that existing increases covered in the amendments of 2808.3 and other requirements covered in 2808 are not in conflict with this section.	Deleted - 2025
2808.4	*2808.4*	**Pile separation**	Requires 20' separation between piles instead of specifically a fire lane; requires 100' separation from other combustible vegetation.	Existing
2808.7	*2808.7*	**Pile fire protection**	Requires oscillating sprinklers to maintain moisture content and wet down burning/smoldering areas.	Existing
2808.9	*2808.9*	**Material-handling equipment**	Requires approved spark arrester on internal combustion engine equipment.	Existing
2808.11	*2808.11*	**Temperature control**	Requires that temperature be monitored and maintained.	Existing
2808.11.1	*2808.11.1*	**Pile temperature control**	Requires rotation of piles above 165 degrees Fahrenheit.	Existing
2808.11.2	*2808.11.2*	**New material temperature control**	Regulates acceptance of new piles above 165 degrees Fahrenheit.	Existing
2808.12	2808.12	**Water availability**	Establishes firefighting water quantity requirements.	Existing
2808.13	2808.13	**Tipping area**	Establishes requirements for new material tipping area configuration and use.	Existing
2808.14	2808.14	**Emergency contact**	Requires posting of emergency contact info.	Existing
2808.15	2808.15	**Maximum grid of piles & rows**	Defining maximum rows of piles and minimum clear space.	Existing
2808.16	2808.16	**Push-out / clear area**	Identifying when a push-out area is required for piles.	Existing
Chapter 49 - Requirements for Wildland-Urban Interface Fire Areas				
4903.3	*4903.3*	**Fuel Modification Plans**	Addressed in new Part 7, California Wildland-Urban Interface Code.	Deleted - 2025
Chapter 50 - Hazardous Materials				
5001.5.2	*5001.5.2*	**Hazardous materials inventory statement (HMIS)**	References OCFA's Guideline G-04 instead of a hazardous materials inventory statement.	Existing
5003.1.1.1	*5003.1.1.1*	**Extremely hazardous substances**	Prohibits extremely hazardous substances above disclosable amounts in a residential area.	Existing
Chapter 56 - Explosives and Fireworks				
5608.2	*5608.2*	**Firing (fireworks)**	Requires fireworks shows to be electrically fired.	Existing
5608.3	*5608.3*	**Application for permit (fireworks)**	Carries over Title 19 requirement into Fire Code so it can be amended to establish a 100'/inch fallout zone instead of the standard 70'/inch.	Existing

2025 Fire Code Adoption Summary

Legend

Existing	*This 2022 amendment is being carried forward into 2025 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.*
Revised	*A modified version of the 2022 amendment is being carried forward. Changes in scope or wording are significant relative to the 2022 version, or they may impact regulatory effect.*
Deleted	*This 2022 amendment is not being carried forward into the 2025 amendment package.*
New	*This is a new amendment in the 2025 amendment package.*

2025 CFC CODE SECTION	*2022 Code Section*	TITLE/SUBJECT	COMMENTS/JUSTIFICATION	STATUS
Chapter 80 - Referenced Standards				
NFPA 13				
2025 NFPA 13, 9.2.1.7	*2022 NFPA 13, 9.2.1.7*	**Concealed spaces**	Revises section to ensure that the use of noncombustible insulation can be reviewed to prevent conflicts with operational requirements.	Existing
9.4.3.1	*9.4.3.1*	**Shell buildings**	Specifies sprinkler type for spec shell buildings that are not warehouses.	Existing
16.12.3.3	*16.12.3.3*	**FDC type**	Specifies type, location, color of FDC.	Existing
NFPA 13D				
2025 NFPA 13D, 7.1.2	*2022 NFPA 13D, 7.1.2*	**Control valves**	Requires monitoring if a dedicated sprinkler shutoff valve is installed.	Existing
NFPA 24				
2025 NFPA 24, 6.2.8.1	*2022 NFPA 24, 6.2.8.1*	**Indicating valves**	Specifies that valves controlling firefighting water supplies shall be painted red to facilitate identification by firefighters; provides exception for valves on exterior risers and for a system with only OS&Y shutoff valves.	Existing
6.2.9 (3 & 5)	*6.2.9 (5)*	**Street valves**	Removes the option of indicating valves in pits and nonindicating roadway stem gate valves. Not necessary in temperate climate zones. Prevents accidental valve closure.	Revised
10.1.5	*10.1.5*	**Wrapping of underground pipe**	Requires wrapping of pipe with polyethylene sheet in accordance with AWWA standards to inhibit corrosion.	Existing
10.4.1.1	*10.4.1.1*	**Coating of bolted joint accessories**	Specifies that stainless steel parts do not need to be coated with asphalt or other corrosion retardant.	Existing
10.4.1.1.1	*10.4.1.1.1*	**Stainless steel bolts**	Requires use of stainless steel bolts with bolted pipe-joint assemblies.	Existing
10.4.3.2	*10.4.3.2*	**Pipe termination under foundations**	Requires pipe to terminate near exterior wall; requires single piece	Existing
Deleted	*11.1.1.1*	**Shell building warehouses**	No longer a section within NFPA 24.	Deleted - 2025
Appendices				
Appendices B, BB, C, CC, H	Only 5 of the 19 appendices included in the 2025 Fire Code (B, BB, C, CC, and H) are adopted by the State. OCFA is not proposing adoption of any additional appendices or amendments to them beyond what the State has already adopted.			

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA, REPEALING THE INTERNATIONAL BUILDING CODE, 2021 EDITION; THE CALIFORNIA BUILDING CODE, 2022 EDITION; THE CALIFORNIA RESIDENTIAL CODE 2022 EDITION; THE CALIFORNIA ENERGY CODE, 2022 EDITION; THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION; THE CALIFORNIA HISTORICAL BUILDING CODE, 2022 EDITION; THE CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; REPEALING ORDINANCE 22-004 AND ADOPTING BY REFERENCE THE CALIFORNIA BUILDING CODE, 2025 EDITION; THE INTERNATIONAL BUILDING CODE, 2024 EDITION; THE CALIFORNIA RESIDENTIAL CODE, 2025 EDITION; THE CALIFORNIA ENERGY CODE, 2025 EDITION; THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; THE CALIFORNIA HISTORICAL BUILDING CODE, 2025 EDITION; THE CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION; AND THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2025 EDITION WITH AMENDMENTS THERETO.

The Board of Supervisors of the County of Orange, California, ordains as follows:

SECTION 1. Article 2 of Division 1 of Title 7 of the Orange County Codified Ordinances is hereby repealed.

SECTION 2. Article 2 of Division 1 of Title 7 of the Orange County Codified Ordinances is hereby added to read as follows:

ARTICLE 2. BUILDING AND STRUCTURES

Section 7-1-12. ADOPTION OF CALIFORNIA BUILDING CODE, INTERNATIONAL BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ENERGY CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, AND CALIFORNIA WILDLAND-URBAN INTERFACE CODE

a. The Board of Supervisors of the County of Orange hereby adopts the California Building Code, 2025 Edition and the International Building Code, 2024 Edition, as published by the International Code Council, including Division II of Chapter 1 Administration, Appendix C, Appendix J, except Chapters 1, 11, 27, 28, 29 in the text of the International Building Code, except such portions as are deleted, modified, or amended in this Article. Chapter 1 of the International Building Code is replaced with

Division II of Chapter 1 of the California Building Code with County amendments.

The Board of Supervisors of the County of Orange hereby adopts the California Residential Code, 2025 Edition, including Appendix BF and Appendix CI. Division II of Chapter 1 of the California Residential Code is replaced with Division II of Chapter 1 of the California Building Code with County amendments.

The Board of Supervisors of the County of Orange hereby adopts the California Energy Code, 2025 Edition.

The Board of Supervisors of the County of Orange hereby adopts the California Green Building Standards Code, 2025 Edition. Chapter 1 of the California Green Code is added to Division II of Chapter 1 of the California Building Code with County amendments.

The Board of Supervisors of the County of Orange hereby adopts the California Historical Building Code, 2025 Edition.

The Board of Supervisors of the County of Orange hereby adopts the California Existing Building Code, 2025 Edition. Division II of Chapter 1 of the California Existing building Code is replaced with Division II of Chapter 1 of the California Building Code with County amendments.

The Board of Supervisors of the County of Orange hereby adopts the California Wildland-Urban Interface Code, 2025 Edition. Sections 108, 110, and 112 of Division II of Chapter 1 of the California Wildland- Urban Interface Code are replaced with Sections 109, 111, and 113 of Division II of Chapter 1 of the 2025 California Building Code with carry over existing County amendments.

b. The purpose of these codes is to prescribe regulations for the erection, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures.

c. Not less than one (1) copy of each has been made and is now filed in the office of the OC Public Works. They are hereby adopted and incorporated as if set forth at length herein. Whenever there is a difference between the California Code and the International Code, the California Code shall prevail.

Section 7-1-13. SECTION 101.1 OF DIVISION II of CHAPTER 1 AMENDED.

Section 101.1 of Division II of Chapter 1 of the 2025 California Building Code is hereby amended to read as follows:

TITLE

Section 101.1 These regulations shall be known as the Orange County Building Code, hereinafter referred to as "this Code".

Section 7-1-14. SECTION 101.2 AND SECTION 101.4 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 101.2 and Section 101.4 Division II of Chapter 1 of the 2025 California Building Code is hereby amended to read as follows:

SCOPE

Section 101.2. The provisions of this Code shall apply to the construction, alteration, movement, enlargement, replacement, equipment, location, removal, demolition, repair, maintenance and use and occupancy of any building or structure within the unincorporated area of the County, and County-owned buildings and structures within incorporated cities, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated in this Code, and hydraulic flood control structures.

Where, in any special case, different sections of this Code specify different materials, method of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Wherever in this Code reference is made to the Appendix, the provisions in the Appendix shall not apply unless specifically adopted.

Section 101.4. The other codes listed in Section 101.4.1 through 101.4.7 and referenced elsewhere in the Code shall be considered part of the requirements of the Code to the prescribed extent of each such reference.

Section 101.4.1 Gas. The provisions of the California Plumbing Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this Code.

These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

Section 101.4.2 Mechanical. The provisions of the California Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

Section 101.4.3 Plumbing. The provisions of the California Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the California Plumbing Code shall apply to private sewage disposal systems.

Section 101.4.4 Property Maintenance. The provisions of the California Existing Building Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

Section 101.4.5 Fire Prevention. The provisions of the California Fire Code shall apply to all matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Section 101.4.6 Energy. The provisions of the California Energy Code, Title 24, Part 6 shall apply to all matters governing the design and construction of buildings for energy efficiency.

Section 101.4.7 Existing buildings. The provisions of the California Existing Building Code, Title 24, Part 10 shall apply to all matters governing the repair, alteration, change of occupancy, addition to

and relocation of existing buildings.

Section 101.4.8 Wildland-urban interface. The provisions of Part 7, the California Wildland-Urban Interface Code shall apply to buildings and structures built in the wildland-urban interface (WUI) or a Fire Hazard severity zone.

Section 7-1-15. SECTION 101.5 OF DIVISION II OF CHAPTER 1 ADDED.

Section 101 of Division II of Chapter 1 of the 2025 California Building Code is hereby amended by adding Section 101.5 to read as follows:

UNDERGROUND UTILITIES REQUIRED

Section 101.5. The Building Official shall, as a condition precedent to the issuance of a Building Permit, require all utility services located within the exterior boundary lines of lot or parcel of property to be installed underground if:

(1) The property is to be developed with a new or relocated main building;

(2) The remodeling, alteration, or addition to an existing main building, exceeds 50 percent of the value and/or area of the existing building;

(3) A residential building or use is converted to any nonresidential use or purpose.

For purposes of this section, the term "main building" shall mean a building in which is conducted the principal use of the lot or building site on which it is located.

The owner or developer of the property is responsible for complying with the requirements of this section and shall provide all necessary facilities on the property to receive such service from the supplying utilities.

If it is determined that practical difficulties, or unreasonable hardships inconsistent with the purposes of this chapter and unique to a particular parcel of property, would result from the literal interpretation of this section, the Building Official may waive, modify or delay the imposition of an underground requirement imposed pursuant to this section upon written application of any affected property owner. The Building Official shall notify the applicant of his decision in writing by certified mail.

If the Building Official determines to delay the installation of required underground utilities, he may require a recorded agreement guaranteeing the future performance of the work, together with adequate performance security enforceable by the County in the form of a cash deposit, bond, letter of credit, or other instrument satisfactory to the County Counsel.

For purposes of this section, appurtenances and associated equipment such as, but not limited to, surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, and concealed ducts in an underground system, may be placed above ground.

Any person dissatisfied with the decision of the Building Official may file an appeal with the Hearing Officer within fifteen (15) days after the decision of the Building Official is deposited in the mail by filing a written statement setting forth the reasons for said appeal with the County Clerk. The Hearing Officer may overrule, modify, or affirm the decision of the Building Official.

Section 7-1-16. SECTION 116 OF DIVISION II OF CHAPTER 1 REPLACED.

Section 116 of Division II of Chapter 1 of the 2025 California Building Code is hereby replaced to read as follows:

UNSAFE BUILDING, NUISANCES, NOTICE, ADMINISTRATIVE HEARING, APPEAL.

Section 116. (a) Unsafe Buildings. All buildings or structures which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage, or abandonment, as specified in this Code or in any other effective ordinance or statute, are, for the purpose of this section, unsafe buildings and constitute an unsafe condition. All such unsafe buildings or conditions are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, improvement, removal, or demolition, in whole or part, in accordance with the procedures specified in this section.

(b) Fire Hazard. No person, including but not limited to the state and its political subdivisions, operating any occupancy subject to these regulations shall permit any fire hazard, as

defined in this section, to exist on premises under their control, or fail to take immediate action to abate a fire hazard when requested to do so by the enforcing agency.

NOTE: "Fire hazard" as used in these regulations means any condition, arrangement or act which will increase, or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fire; or which may obstruct, delay or hinder, or may become the cause of obstruction, delay or hindrance to the prevention, suppression or extinguishment of fire.

(c) Inspection. The Building Official shall examine or cause to be examined every building or structure or portion thereof or other condition reported as unsafe, dangerous, damaged, or otherwise constituting a hazard as set forth in subsection (a) of this section. Said examination shall be conducted in accordance with the provisions of this Code, other applicable statutes, and the ordinances, rules, and regulations of the County of Orange.

(d) Notice of Defects. In any case where this section is made applicable by reference or if any building, structure, or part thereof is found to be an unsafe building as defined in this section, the Building Official shall give notice, setting forth the defects found, to the owner, other responsible person, or authorized representative, hereinafter referred to as "owner," of such building or structure. The notice shall also set forth the right of the owner to be present at an administrative hearing, at his option, and introduce such relevant evidence on the issues as he desires. The notice shall also set forth the requirements of commencement and completion of work and the effect of failure to so do as set forth in subsections (g) and (h) of this section.

(e) Time and Place of Hearing, Evidence. The notice shall set forth the time and place a hearing shall be had before the Building Official. At the time and place so specified, evidence shall be submitted as to the facts of any such defects as to reasonably establish their existence and the Building Official shall determine whether the facts so established constitute an unsafe building. Evidence may further be submitted as to the repairs, rehabilitation, improvements, removal or demolition considered necessary to correct said defects.

(f) Order, Finality, Appeal.

(1) At the hearing and upon the determination of the existence of defects, the Building Official shall determine whether such defects are subject to repair, rehabilitation, or improvement, or whether they are of such a nature as to require removal or demolition of a part of or the whole of any such building or structure, and he shall order such repairs, rehabilitation, improvements, or demolition as is considered necessary in the case.

(2) The determination and order may be made orally at the hearing and shall be written and transmitted to the owner within a reasonable time; the determination and order shall become final within five (5) days, excluding Saturday, Sunday, and holidays, from the time it is first rendered, or in the event that the owner was not present at the hearing, within five (5) days of the mailing of the order to the last known address of said owner, responsible party, or representative, whichever first occurs.

(3) Appeal. The owner shall, if he desires to do so, at any time prior to the determination and order becoming final as heretofore set forth, appeal the decision of the Building Official to the Hearing Officer, and shall thereupon make a determination and order affirming, reversing, or modifying the determination and order of the Building Official as the Hearing Officer may deem proper. The order of the Hearing Officer shall be immediately final.

(g) Commencement and Completion of Work. The owner shall, upon the expiration of five (5) days, excluding Saturday, Sunday, and holidays, following the finality of the determination and order of the Building Official (or, if appealed, the determination and order of the Hearing Officer) commence the repairs, rehabilitation, improvements, removal, or demolition ordered, and such work shall be completed within the time specified by the Building Official (or the Hearing Officer, if appealed.

(h) Failure of Commencement of Work. If the owner neglects or fails to commence, within the time provided therefore, activity and the corrective work deemed necessary and as ordered, the Building Official may cause the ordered repairs, rehabilitation, or improvements to be performed forthwith and any cost thereof shall be a charge and expense against the owner personally and

collectible by an action at law.

(i) Right to Demolish. In case the owner shall fail, neglect, or refuse to comply with the notice or order to remove or demolish said building or structure or portion thereof, the Board of Supervisors of the County of Orange may order the Building Official to proceed with the work specified in the notice or order. A statement of the cost of such work shall be transmitted to the Board of Supervisors, who shall cause the same to be paid and levied as a special assessment against the property. The Building Official may apply to the Board of Supervisors for an order under this subsection to proceed with the work specified in subsection (h) above where such work is not deemed by him to require emergency action.

(j) Costs incurred under subsections (h) and (i) shall be paid by the County. Such costs shall be charged to the owner of the premises involved. The Building Official may apply to the Board of Supervisors to cause the costs for such work specified in subsection (h), and shall make such application for costs incurred under subsection (i), to be paid and levied as a special assessment against the property and collected in the manner provided for special assessments.

(k) Vacation of Premises, posting of signs. If necessary, the notice shall require the building or structure or portion thereof or other site to be vacated forthwith, and within the time specified, in the interest of immediate public safety pending the finality of any determination and order.

The Building Official shall cause to be posted at each entrance to such building a notice to prohibit occupancy.

Such notices shall remain posted until the corrected conditions, required repairs, rehabilitation, removal or demolition are completed and a Certificate of Occupancy is issued as set forth in this Code.

Such posted notices shall not be removed without written permission of the Building Official, and no person shall enter the building except for the purpose of making the required repairs or of demolishing the building. The notice required by this section may be served either:

(1) By delivering a copy to the owner or authorized representative as designated on papers, applications, or permits on file with the Building Official, personally; or

(2) If either or both be absent from his place of residence and from his usual or designated place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy of certified mail, receipt requested, addressed to the owner or authorized representative at his place of residence; or

(3) If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then by affixing a copy in a conspicuous place on the property, building structure, and also delivering copy to a person there residing, if any; to the person in charge, if any; and also sending a copy by certified mail, return receipt requested, addressed to the owner at the place where the property, building, or structure is situated, or to the owner at his last known or designated address, or both.

Section 7-1-17. SECTION 105.2 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 105.2 of Division II of Chapter 1 of the 2025 California Building Code is hereby amended to replace items 1 and 2, and add item 14 as follows:

(1) One-story detached accessory buildings used as tool and storage sheds, play houses and similar uses, provided the floor area does not exceed 120 square feet, and the structure is at least 3 feet from property line and 6 feet from other buildings or structures located on the same property. It is permissible that these structures still be regulated by Part 7 California Wildland Urban-Interface Code, despite exemption from permit.

(2) Fences not over six (6) feet high. Exception: Walls and fences less than six (6) feet in height which are required as a condition of project approval to have permits.

(14) Other incidental structures and improvements of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Note: The balance of Section 105.2 is implemented as written.

Section 7-1-18. SECTION 105.3 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 105.3 of Division II of Chapter 1 of the 2025 California Building code is hereby amended to read as follows:

Section 105.3 Application for permit. A separate permit shall be required for each building or structure. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the OC Public Works for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the Building Official.

Note: The balance of Section 105.3 is implemented as written, except Section 105.3.2 is deleted

Section 7-1-19. SECTION 105.5 OF DIVISION II OF CHAPTER 1 REPLACED.

Section 105.5 of Division II of Chapter 1 of the 2025 California Building Code is hereby replaced as follows:

PERMIT EXPIRATION

Section 105.5 Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 12 months from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be commenced or recommenced, a permit shall first be extended or re-issued.

1) Requesting extension of an unexpired permit: Any permittee holding an unexpired permit or a permit which has expired for less than 180 days may apply for an extension of time within which permittee may commence work under that permit when he/she is unable to commence or recommence

work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits extended in this manner shall not be subject to new regulations adopted after issuance of the permit. Fees for time extension shall be as established by the Board of Supervisors.

(2) Requesting re-issuance of a permit which has been expired for 180 days or more: Any permittee holding a permit which has been expired for 180 days or more may apply for re-issuance of the permit subject to compliance with current regulations and payment of full plan check and permit fees. Plans must be re-submitted for plan check. Portions of the structure which have been built under the expired permit shall not be subject to current regulations.

(3) For the purpose of permit extension, multiple permits of the same structure such as building, foundation, retaining wall, plumbing, mechanical, and electrical permits shall be considered as one permit. Extension of building permit shall include extension of ancillary permits of the same structure. Each separate permit with work completed inspected and approved entirely prior to suspension or abandonment shall not be subject to extension or re-issuance.

Section 7-1-20. SECTION 105.8 OF DIVISION II OF CHAPTER 1 ADDED.

Section 105 of Division II of Chapter 1 of the 2025 California Building Code is hereby amended by adding Section 105.8 to read as follows:

Section 105.8 Change of Contractor or of Ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building, structure or grading for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of section 105.5 above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" and the permit issuance fee, shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and

specifications last submitted to the Building Official, fees as established by the Board of Supervisors shall be charged to the permit application.

Section 7-1-21. SECTION 109 OF DIVISION II OF CHAPTER 1 REPLACED.

Section 109 of Division II of Chapter 1 of the 2025 California Building Code is hereby replaced to read as follows:

Section 109. FEES AND PLAN REVIEW

Section 109.1 General. A fee as established by the Board of Supervisors shall be paid for each permit at time of issuance.

Section 109.2 Permit Fees. The determination of value or valuation under any of the provisions of this Code shall be as established by the Board of Supervisors. The valuation shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this Code, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. A violation shall result in an assessment of double fees for work done prior to permit issuance. Payment of a double fee shall not relieve any person from fully complying with the requirements of this Code nor from any other penalties prescribed herein.

Section 109.3 Plan Review Fees. When a plan or other data is required to be submitted for plan review, a plan-checking fee shall be paid at the time of submitting plans and specifications for checking. Said plan-checking fee shall be established by the Board of Supervisors.

Section 109.4 Expiration of Plan Review. Application for which no permit is issued within 180 days following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period of 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being

taken. No application shall be extended more than once unless approved by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee. Extension or renewal of building permit application shall include extension or renewal of ancillary permit applications of the same structure.

Section 109.5 Investigation Fee. An investigation fee as established by the Board of Supervisors may be charged by the Building Official whenever work for which a permit is required by this Code has been commenced without first obtaining said permit. This fee shall be paid and the investigation shall be made prior to the issuance of any permit for said work. An investigation fee may be charged for any investigation of a building, structure, work reports, certification or any other related work requested by an owner or authorized agent of such owner.

Section 109.6 Fee Refunds. The Building Official may authorize refunding of fee which was erroneously paid or collected.

Section 109.7 Additional Plan Review Fees. Where plans are incomplete or changed so as to require additional plan checking, an additional plan checking fee as established by the Board of Supervisors shall be paid. Said fee may be waived when in the opinion of the Building Official the additional fee is not warranted.

Section 109.8 Conversion Inspection Fee. A fee as established by the Board of Supervisors shall be paid when a conversion inspection is required by the Building Official.

Note: The conversion fees do not include the fees for the building permit, nor fees for electrical, plumbing or heating and ventilating permits covering the alterations and/or repairs of the conversion.

Section 7-1-22. SECTION 111 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 111 of Division II of Chapter 1 of the 2025 California Building Code is hereby amended to read as follows:

Section 111. CERTIFICATE OF OCCUPANCY

Section 111.1 Use and Occupancy. No building or structure shall be used or occupied, nor shall the gas or electrical systems be energized, until the Building Official has determined compliance with

this Code, all other applicable ordinances and laws and the conditions of the building permit, and has authorized occupancy of such building or structure by the issuance of a Certificate of Occupancy therefore as provided herein. No change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a Certificate of Occupancy therefore as provided herein.

Exception: Gas and electrical systems may be energized prior to the issuance of a Certificate of Occupancy when properly authorized by the Building Official for the purpose of testing systems or equipment.

111.2 Certificate Issue. After the Building Official inspects the building or structure and finds no violation of the provisions of this Code or other applicable laws and regulations, the Building Official shall issue a Certificate of Occupancy.

Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this Code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this Code or other ordinances of the jurisdiction shall not be valid.

Note: Sections 111.3 and 111.4 are implemented as written.

Section 7-1-23. SECTION 113 OF DIVISION II OF CHAPTER 1 REPLACED.

Section 113 of Division II of Chapter 1 of the 2025 California Building Code is hereby replaced to read as follows:

HEARING OFFICER

Section 113.1 General. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this Code, there shall be and is hereby created a Hearing Officer. Hearing Officer shall be appointed by the Director of OC Public Works.

Section 7-1-24. SECTION 114 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 114 of Division II of Chapter 1 of the 2025 California Building Code is hereby amended to read as follows:

VIOLATIONS AND PENALTIES.

Section 114.1. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the unincorporated area of the County of Orange, or cause or permit the same to be done in violation of this Code.

Any person, firm, corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued, or permitted, and upon conviction of any such violation such person shall be punished by a fine of not more than Five Hundred Dollars ($500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

In addition to any such fine or imprisonment, the court may also require such party to correct of mitigate the building violation to the satisfaction of the Building Official.

Section 114.1.1 In addition to the provisions of the subsections above, a notice of violation of this Code may be recorded in accordance with the following procedures.

1. Notice of intent

A written notice of intent to record a notice of violation shall be served on the current owner of record of the property. Such notice shall describe the property, the violation and the action necessary to correct or mitigate the violation. The notice shall inform the owner that a notice of violation will be recorded if the owner does not, within 20 days of receipt thereof, either correct the violation or request a meeting with the Building Officials as set forth below. The notice shall include a copy of this subsection 114.1.1 and be substantially as follows:

"Notice of Continuing Violation of the California and Orange County Building Code.

Notice is hereby given that the County of Orange has determined that a violation of the above Code exists on the following described property (description). The violation consists of (description).

While a violation of the above Code exists, the County of Orange may refuse to approve building or occupancy permits, subdivision maps, use permits, and other discretionary permits and

development approvals."

2. Correction of Violation

If, within 20 days of receipt of a notice of intent, the owner corrects the violation, no notice of violation shall be recorded. The Building Official may grant extensions of time for good cause.

3. Meeting

If the owner requests a meeting, the Building Official shall schedule a meeting. Notice of the meeting shall be served on the owner not less than 15 days prior thereto. The Building Official may reschedule the meeting from time to time for a good cause with adequate notice to the landowner. At the meeting, the owner may be represented by counsel and may present any relevant evidence that violations do not exists.

4. Decision, Notice

Within 30 days following completion of the meeting, the Building Official shall issue and serve on the owner his determination as to whether or not a notice of violation will be recorded. This determination shall be supported by appropriate findings on all material issues raised at the meeting. The decision of the Building Official shall be final with respect to recordation of a notice of violation but shall not affect other proceedings under Section 114.1.1.

5. Recordation

If the Building Official determines that a notice will be recorded, such notice shall be recorded 15 days or more days after service of notice of the decision.

6. Release of Notice

When a violation is corrected or mitigated to the satisfaction of the Building Official, if a notice of violation had been recorded, the Building Official shall cause a release to be recorded. Said release shall refer to the notice of violation and shall state that the violation described therein has been corrected.

Note: The balance of Section 114 is implemented as written, except Section 114.4 is deleted.

Section 7-1-25. SECTION 117, 118, 119, and 120 OF DIVISION II OF CHAPTER 1 ADDED.

Division II of Chapter 1 of the 2025 California Building Code is hereby amended by adding Sections 117, 118, 119, and 120 to read as follows:

PLASTERING PERMITS, FEES

Section 117. It shall be unlawful for any person, firm or corporation, whether acting as principal, agent or employee, to do or cause or permit to be done any plastering work, interior or exterior, within the area covered by this Code without first obtaining a permit therefore from the Building Official, and further:

1. Every applicant for a permit to plaster shall state, in writing on the application form provided for that purpose, the character of the work proposed to be done and the amount and kind, together with such information pertinent thereto, as may be required.

2. Such applicant shall pay for each permit issued a fee as established by the Board of Supervisors.

3. Any person who shall commence on plastering work for which a permit is required by this Code without having first obtained a permit therefore, shall, if subsequently permitted to obtain a permit, pay double the fees fixed by this Code for such work.

Emergency Measures

Section 118. Section 116 of Division II of chapter 1 of 2025 California Existing Building Code is added to be Section 118 of Division II of Chapter 1 of 2025 California Building Code.

Demolition

Section 119. Section 117 of Division II of chapter 1 of 2025 California Existing Building Code is added to be Section 119 of Division II of Chapter 1 of 2025 California Building Code.

Electrical Charging stations:

Section 120. An expedited review and permit issuance process is provided for Electrical Charging Stations and simplified forms for submittal are available on the County's website per Assembly Bill AB1236, California Government Code Section 65850.7.

Section 7-1-26. SECTION 1507.3 AMENDED.

Section 1507.3 of the 2025 California Building Code is hereby amended to add Section 1057.3.11 as follows:

Section 1507.3.11. For the design of fasteners for tile roofing materials, the unincorporated area of the County shall be considered as a "Special Wind Region" with a basic wind speed over nominal 95 miles per hour.

Note: The balance of Section 1507.3 is implemented as written.

Section 7-1-27. SECTION 1507 AMENDED

Section 1507 of the 2025 California Building Code is hereby amended to add Section 1507.18 as follows:

Section 1507.18. The roof covering or roof assembly on any structure regulated by this Code shall be as specified and classified in Chapter 15.

Exceptions:

1. *All new buildings and additions shall be minimum Class B roof.*
2. *Re-roofing, repairs or replacements on buildings shall be of the same classification as the original roof except that non-rated and Class C roofs shall be a minimum Class C.*
3. *When any re-roofing, repair or replacement to an existing roof exceeds 40 percent of the roof area, the entire roof shall be replaced with minimum class B roof.*
4. *Roofing on buildings located within Wildland – Urban Interface Fire Area shall be Class A and meet additional requirements of 2025 California Wildland- Urban Interface Code, Title 24, Part 7.*

Note: The balance of Section 1507 is implemented as written.

Section 7-1-28. SECTION 1612.3 AMENDED.

Section 1612.3 of the 2025 California Building Code is hereby amended to insert:

NAME OF JURISDICTION: Orange County, California- Unincorporated
DATE OF ISSUANCE: March 21, 2019

NOTE: The balance of Section 1612.3 is implemented as written.

Section 7-1-29. SECTION 1704.2.1 AMENDED.

SPECIAL INSPECTIONS

Section 1704.2.1 of the 2025 California Building Code is hereby amended to add Section 1704.2.1.1 as follows:

Section 1704.2.1.1 Special Inspector. The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the Building Official, for inspection of the particular type of construction or operation requiring special inspection.

Each person applying for listing as a special inspector for the OC Public Works of the County of Orange shall provide evidence of experience and possess a valid Certification as a Special Inspector issued by the International Code Council (ICC) or equivalent as determined by the Building Official for each classification for which the person is applying.

A County of Orange registration card, which identifies the person as a special inspector in the appropriate category, shall be issued to each such person that has successfully completed the application and examination process as determined by the Building Official and upon payment of a registration fee as established by the Board of Supervisors.

The annual renewal of the registration cards shall occur on renewal date of ICC certification or equivalent for the classification being renewed. A renewal fee established by the Board of Supervisors for each inspection category shall be charged. The application and renewal fee shall be accompanied by appropriate evidence that the person's ICC or equivalent special inspector's certification is valid.

The Building Official may revoke any County of Orange special inspector's registration card at any time for due cause by written notice. This notice shall set forth the time and place a hearing shall be held before the Building Official at which time and place evidence would be submitted to show cause

why the registration card should not be withdrawn. Failure to appear at such hearing by the special inspector may result in immediate revocation of said special inspector's registration card.

Note: The balance of Section 1704.2.1 is implemented as written.

Section 7-1-30. Appendix J of 2025 California Building Code is hereby amended by adding OC Grading and Excavation Code, latest edition. In the event of any conflict between the OC grading and Excavation Code and Appendix J, the more restrictive condition shall prevail.

Section 7-1-31. Not Used.

Section 7-1-32. Not Used.

Section 7-1-33. SECTION 903.2 AMENDED

Section 903.2 of the 2025 California Building Code is hereby amended to read as follows:

[F] Section 903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided in the following locations:

1. New Buildings: Notwithstanding any applicable portions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area, as defined in Section 202, exceeds 5,000 square feet (465 m^2), or more than two stories in height, regardless of fire areas or allowable area.
   Exception: Group R-3 occupancies. Group R-3 occupancies shall comply with Section 903.2.8.
2. Existing building. Notwithstanding any applicable provisions of this Code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exist.
   a. When the addition is 33% or more of the existing building area and the resulting building area, exceeds 5,000 square feet (465m^2); or
   b. When the addition exceeds 2,000 (185.81m^2) square feet and the resulting building area, exceeds 5,000 square feet (465m^2); or

c. An additional story is added above the second floor regardless of fire areas or

allowable area.

Note: The balance of Section 903.2 beginning with Section 903.2.1 is implemented as written with exception that Section 903.2.8 is amended.

Section 7-1-34. SECTION 903.2.8 AMENDED.

Section 903.2.8 of the 2025 California Building Code is hereby amended to read as follows:

[F] Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. New Buildings: An automatic sprinkler system shall be installed throughout all new buildings.
2. Existing buildings: All existing buildings shall be equipped with an automatic sprinkler when the alteration or addition meets the following conditions:
    a. Alteration: When the area of the existing structure is greater than 5,500 square feet and the area of alteration within any two year period exceeds 50% of area of the existing structure.

Exception: When the cost of installing an approved automatic fire sprinkler exceeds 5% of the cost of the alteration, with the approval of the Fire Code Official, the required automatic fire sprinkler system may be omitted.

    b. Addition: The addition and existing building shall be equipped with an automatic sprinkler system when the total square footage of the structure, including any addition greater than 550 square feet, is 5,500 square feet or greater.

Exception: When the cost of installing an approved automatic sprinkler system exceeds 5% of the cost of the addition, with the approval of the Fire Code Official, the required automatic sprinkler system may be omitted.

Note: The balance of Section 903.2.8, beginning with Exceptions, is implemented as written.

Section 7-1-35. SECTION 903.3 AMENDED

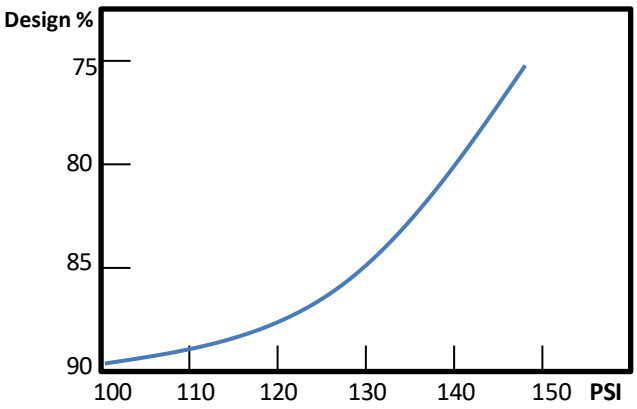
Section 903.3 of the 2025 California Building Code is hereby amended to add Section 903.3.5.3:

[F] Section 903.3.5.3

Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

TABLE 903.3.5.3
Hydraulically Calculated Systems



Note: The balance of Section 903.3 is implemented as written.

Section 7-1-36. Not Used.

Section 7-1-37. Not Used.

Section 7-1-38. Not Used.

Section 7-1-39. Not Used.

Section 7-1-40. Not Used.

Section 7-1-41. Not Used.

Section 7-1-42. Not Used.

Section 7-1-43. Not Used

Section 7-1-44 CHAPTER 35 AMENDED

Chapter 35 of the 2025 California Building Code and the 2024 International Building Code is hereby amended to read as follows:

Chapter 35 Referenced Standards is hereby adopted and revised as follows:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

Section 16.12.3.3. Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2 ½ inch inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

Section 9.4.3.1. When the fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is Submitted Sprinklers in light hazard occupancies shall be one of the following.

1. Quick-response type as defined in 3.3.223.4.16
2. Residential sprinklers in accordance with the requirements of Chapter 12.
3. Quick Response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard

systems equipped with standard-response sprinklers

6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing high hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

NFPA 13D 2025 Edition, Standard for the installation of sprinkler systems in one and two-family dwellings and manufactured homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

Section 7.1.2. The sprinkler system piping shall not have a separate control valves installed unless supervised by a central station, proprietary or remote station alarm service.

NFPA 24, 2025. Edition, Standard for the installation of private fire service mains and their appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

Section 6.2.8.1. All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised as follows:

Section 6.2.9. All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

(b) Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a post indicating valve 40 ft (12m) away.

(c) Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(2) A wall post indicator valve on risers located within the building, either a nonrising stem gate valve with a wall post indicator or a listed butterfly valve with an indicating handle extending out through the building wall.

(3) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

(b) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a backflow preventer valve 40 ft (12 m) away.

(c) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(4) Indicating Control Valves installed in a fire-rated room accessible from the exterior.

(5) Indicating Control Valves in a fire-rated stair enclosure accessible from the exterior as permitted by the AHJ.

(6) Any other valve type or location as permitted by the AHJ

Section 10.1.5 is hereby added as follows:

Section 10.1.5. All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with a 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless steel pipe and fittings.

Section 10.4.1.1 is hereby revised as follows:

Section 10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosive-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 1 0.4.1.1.1. is hereby added as follows:

Section 10.4.1.1.1. All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted and replaced as follows:

10.4.3.2 *Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.*

Section 7-1-45. SECTION 3109 ADOPTED AND AMENDED

Section 3109 of the 2025 California Building Code is hereby adopted and amended to read as follows:

Section 3109 SWIMMING POOLS , SPAS and HOT TUBS

Section 3109.1 General. The design and construction of private swimming pools, spas and hot tubs shall comply with the 2025 California Residential Code, Appendix CI, Swimming Pool, Spa, Hot tub Safety as adopted and amended.

Section 7-1-46 Not Used.

Section 7-1-47. TABLE R301.2 (1) AMENDED

Table R301.2 (1) of the 2025 California Residential code is revised to read:

GROUND SNOW LOAD[o]	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEEX[i]	MEAN ANNAUL TEMP[j]
	Speed[d] (mph)	Topographic effects[k]	Special wind region[l]	Wind Borne Debris zone[m]		Weathering[a]	Frost line depth[b]	Termite[c]				
Zero	95	NO	0	NO	D2 or E	Negligible	12-24	Very Heavy	No	See Table A	0	60
MANUAL J DESIGN CRITERIA[n]												
Elevation	Altitude correction factor	Coincident wet bulb	Indoor winter design dry-bulb temperature	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature	Heating temperature difference						
54	-	68	70-	-	39	31						
Latitude	Daily range	Indoor summer design relative humidity	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling temperature difference						
33	H	-	-	75	85	10						

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this Code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index (i.e. "negligible", "moderate" or "severe") for concrete as determined from Figure R301.2(1)]. The grade of masonry units shall be determined from the ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. Where the frost line depth requires deeper footings than indicated in Figure R403.1

(1),the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(2)] Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with: the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); and the title and the date of the currently effective Flood insurance Study or other flood hazard study and maps adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES". Otherwise, the jurisdiction shall fill in this part of the table with "NO".

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3 (2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F).

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)".

k. In accordance with Section R301.2.1.5 where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES". Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of table.

m. In accordance with Section R301.2.1.2, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of table.

n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.

o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figures R301.2(3) and R301.2(4).

TABLE A

Community Name	*Community Number*	*Located on Panels*	*Initial NFIP Map Date*	*Initial Firm Date*	*Most Recent Firm Panel Date*
Orange County Unincorporated Areas	060212	28,29,33,34[1],38,42,55[1],58, 59[1], 61,62,63,64,66,67[1],68,69,90,95,108,112,113,114,116,117,118, 129,136,137,138,151,153,154, 156,157,158,159,162,164,166, 167,168,169,180,185,190,195, 225[1],226,227,229,231,233,234, 241,242,251,256,264,267,269, 277,278,281,282,286,294,305, 306,307,308[1],309,315,316,317, 326,327,328,329[1],335,336,337, 338,339,345,375[1],377,404,406[1],407,408,409,412,416,417,419, 426,428,432,434,436,438,441, 442,444,451,452,453,454,460, 465,470,500,526,527[1],529[1], 535[1]	1/10/75	9/14/79	03/21/2019

[1] PANEL NOT PRINTED – NO SPECIAL FLOOD HAZARD AREAS

Section 7-1-48. SECTION R309.1 AMENDED

Section R309.1 of the 2025 California Residential Code is hereby amended to read as follows:

Section R309.1. Townhouse Automatic Fire Sprinkler Systems. Fire sprinkler systems shall be provided as required under Section 903.2.8 of the California Building Code with amendments by County Ordinance.

Note: The balance of Section R309.1, beginning with Section R309.1.1. is implemented as written.

Section 7-1-49. SECTION R313.2 AMENDED

Section R309.2 of the 2025 California Residential Code is hereby amended to read as follows:

Section R309.2. One and Two Family Dwellings Automatic Fire Sprinkler Systems. Fire sprinkler systems shall be provided as required under Section 903.2.8 of the California Building Code with amendments by the County Ordinance.

Note: The balance of Section R309.2, beginning with Section R309.2.1 is implemented as written.

Section 7-1-50. SECTION R403.1.3 AMENDED

Section R403.1.3 of the 2025 California Residential Code is hereby amended to delete section R403.1.3.6.

Note: The balance of Section R403.1.3, beginning with Section R403.1.3.1 is implemented as written.

Section 7-1-51. SECTION R405.1 AMENDED

Section R405.1 of the 2025California Residential Code is hereby amended to read as follows:

Section R405.1 Concrete or masonry foundations. Drains shall be provided around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces located below grade. Drainage tiles, gravel, or crushed stone rains, perforated pipe or other approved systems or materials shall be installed at or below the area to be protected and shall discharge by gravity or mechanical means into an approved drainage system. Gravel or crushed stone drains shall extend at least 1 foot (305mm) beyond the outside edge of the footing and 6 inches (152mm) above the top of the footing and be covered with an approved filter membrane material. The top of open joints of drain tiles shall be protected with strips of building paper, and the drainage tiles or perforated pipe shall be placed on a minimum of 2 inches (51mm) of washed gravel or crushed rock at least one sieve size larger than the tile joint opening or perforation and covered with not less that 6 inches (152mm) of the same material.

Note: The balance of Section 405.1, beginning with Section 405.1.1 is implemented as written.

Section 7-1-52. SECTION R902.1 REPLACED

Section R902.1 of the 2025 California Residential Code is hereby amended to read as follows:

Section R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Section R904 and R905. A minimum Class A, B or C roofing shall be installed in areas designated by this section. Classes A, B and C roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. *All new buildings and additions shall be minimum Class B roof.*
2. *Re-roofing, repairs or replacements on buildings shall be of the same classification as the original roof except that non-rated and Class C roofs shall be a minimum Class C.*
3. *When any re-roofing, repair or replacement to an existing roof exceeds 40 percent of the roof area, the entire roof shall be replaced with a minimum Class B roof.*
4. *Roofing on buildings located within Wildland – Urban Interface Fire Area shall be Class A and*

meet additional requirements of 2025 California Wildland-Urban Interface Code.

For the design of fasteners for tile roofing materials, the unincorporated area of the County shall be considered as a "Special Wind Region" with a basic wind speed over nominal 95 miles per hour.

Note: The balance of Section R902.1, beginning with Section R902.1.1 is implemented as written.

Section 7-1-53. CHAPTER 44 AMENDED

Chapter 44 Referenced Standards of the 2025 California Residential Code is hereby adopted in its entirety with the same amendments for Chapter 35 Reference Standards of the 2025 California Building Code.

Section 7-1-54. SECTION 105.2 OF DIVISION II OF CHAPTER 1 AMENDED.

Section 105.2 of Division II of Chapter 1 of the 2025 California Residential Code is hereby amended to replace items 1 and 2, and add item 11 as follows:

(1) One-story detached accessory buildings used as tool and storage sheds, play houses and similar uses, provided the floor area does not exceed 120 square feet, and the structure is at least 3 feet from property line and 6 feet from other buildings or structures located on the same property. It is permissible that these structures still be regulated by 2025 California Wildland Urban- Interface Code, despite exemption from permit.

(2) Fences not over six (6) feet high. Exception: Walls and fences less than six (6) feet in height which are required as a condition of project approval to have permits.

(11) Other incidental structures and improvements of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Note: The balance of Section 105.2 is implemented as written.

Section 7-1-55. SECTION 202 AMENDED

Section 202 of the 2025 California Green Building Standards Code is hereby amended to add a

definition to read as follows:

Sustainability. Consideration of present development and construction impacts on the community, the economy, and the environment without compromising the needs of the future.

Section 7-1-56. Appendix CI ADOPTED AND AMENDED.

Section CI100 of Appendix CI of the 2025 California Residential Code is hereby adopted with amendments in Sections 115922, 115922(a)1, 115922(a)2 and 115923 (e) to read as follows:

Section 115922(a): Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped *with item 1 and at least one additional item from 2 through 7* as drowning prevention safety features:

Section 115922(a) item 1: An enclosure that meets the requirements of 115923 and isolates the swimming pool or spa from the private single-family home. *Any walls of the residential structure or accessory structure used to complete the isolation enclosure shall have door openings equipped with protection as required in 115922(a) item 4 or 5. Any such door protection device provided for this purpose shall not be used to comply with the second drowning prevention safety feature required.*

Section 115922(a) item 2: Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and slef-latching and can accommodate a key lockable device. *This mesh fencing shall not be located less than 20 inches from water's edge.*

Section 115923 item (e): An outside surface free of protrusions, cavities or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over. *In order to be considered non-climbable, the following standards shall be met where applicable: a clear zone of 3 feet measured horizontally from the enclosure, and chain link must have maximum opening dimension of 1 ¾ inches, and horizontal elements which*

would serve as handholds or footholds must be separated by 48 inches or more.

Section 7-1-57. SECTION 101.1 OF DIVISION II of CHAPTER 1 OF CALIFORNIA WILDLAND-URBAN INTERFACE AMENDED.

Section 101.1 of Division II of Chapter 1 of the 2025 California Wildland-Urban Interface Code is hereby amended to read as follows:

TITLE

Section 101.1 These regulations shall be known as the Orange County Wildland- Urban Interface Code, hereinafter referred to as "this Code".

Section 7-1-58. CALIFORNIA WILDLAND- URBAN INTERFACE CODE, SECTION 602.4 AMENDED

Chapter 6 of 2025 California Wildland- Urban Interface Code is hereby amended to add Section 602.4:

602.4 Fuel modification plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C 05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.

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RESOLUTION TO THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

November 4, 2025

WHEREAS, Section 101.3 of the California Building Code states that the purpose of the Code is to provide the minimum requirements to safeguard the public health, safety and general welfare, and to provide safety to fire fighters and emergency responders during emergency operations; and

WHEREAS, Health and Safety Code Section 17958.5 permits the County to make changes or modifications in the California Building Code which are reasonably necessary because of local climatic, geological and topographical; and

WHEREAS, Health and Safety Code Sections 17958.7 requires the County Board of Supervisors to make express findings of the necessity for modifications to the California Building Code before adopting such changes; and

WHEREAS, OC Public Works of the County of Orange recommended adoption for an Ordinance repealing the International Building Code, 2021 Edition; the California Building Code, 2022 Edition; the California Residential Code, 2022 Edition; the California Energy Code, 2022 Edition; the California Green Building Standards Code, 2022 Edition; the California Historical Building Code, 2022 Edition; the California Existing Building Code, 2022 Edition; and Ordinance number 22-004 and adopting by reference the California Building Code, 2025 Edition; the International Building Code, 2024 Edition; the California Residential Code, 2025 Edition; the California Energy Code, 2025 Edition; the California Green Building Standards Code, 2025 Edition, the California Historical Building Code, 2025 Edition, the California Existing Building Code, 2025 Edition, and the California Wildland-Urban Interface Code, 2025 Edition with amendments thereto; and

WHEREAS, said Ordinance will amend Article 2 of Division 1 of Title 7 of the Orange County Codified Ordinances;

NOW THEREFORE, BE IT RESOLVED that the Ordinances and amendments to Article 2 of Division 1 of Title 7 of the Orange County Codified Ordinances are hereby found necessary as follows:

A. SUMMARY

1. Sections 7-1-12 through 7-1-16, Sections 7-1-18 through 7-1-25, Sections 7-1-28 through 7-1-29. These amendments are administrative in nature and allow for the local administration of building regulations. Administrative requirements are not subject to findings of the necessity for local climatic, geological and topographical conditions. These amendments include procedures for administrative hearings, Hearing Officer Appeals, underground

utilities, violations, permit issuance, plan check/permit expiration and special inspections, all of which enable the local jurisdiction to administer and enforce the Code. These amendments are carryovers from the previous Ordinance except that the scope for Wildland- Urban Interface Code, 2025 Edition has been added.

2. Section 7-1-17. This amendment is for works exempt from permit including fences not over 6 feet high and considers effects of wind and seismic loads on fences as noted in findings for Climatic Conditions for wind and Geological conditions for seismic. (Findings in Sections I and III).
3. Sections 7-1-26 and 7-1-27. These amendments require special fasteners for roof tiles and fire resistive roofing materials due to strong wind conditions which may blow off roof tiles and cause property damage as noted in findings for Climatic Conditions for wind. (Findings in Section I). These amendments continue the existing requirements for roofing material and update the wind speed based on ultimate design wind speed.

4. Section 7-1-30. This amendment is to add County of Orange Grading and Excavation Code to the Appendix J. Findings for this amendment is due to Climatic, Topographical and Geological Conditions which exists in this region. (Findings in Sections I, II, III).

5. Section 7-1-31 through 7-1-32. These amendments are not used.

6. Sections 7-1-33 and 7-1-34. These amendments continue existing requirements for sprinkler protection in existing Group R detached one- and two-family dwellings in excess of 5500 square feet in gross areas, after room additions of more than 550 square feet. Other buildings in excess of 5000 square feet in gross area or more than two stories are required to have fire sprinkler protection per findings for Climatic Conditions, Topographical Conditions and Geological Conditions. (Findings in Sections I, II, III)

7. Section 7-1-35. This amendment adds specification for industry standard 10% safety margin to be included in sprinkler calculations per findings for Climatic Conditions and Topographical Conditions. (Findings in Sections I and II). This amendment is a carryover from previous Fire Code amendment.

8. Section 7-1-36 through 7-1-42. These amendments are not used.

   Section 7-1-43. This amendment is not used.
9. Section 7-1-44. This amendment continues 2025 Fire Code requirements for modifications to referenced standards in installation of sprinkler systems, stand- pipe hose systems, private fire service mains, appurtenances and fire alarm systems. Some code sections have been updated to align with the national standard and due to the NFPA Standard updates. Findings for

Climatic Conditions, Topographical Conditions and Geological Conditions. (Findings in Sections I, II, III)

10. Section 7-1-45. This amendment referenced to Appendix CI of California Residential Code as adopted and amended in Section 7-1-56.

11. Section 7-1-46. This amendment is not used.

12. Section 7-1-47. This amendment continues the existing definitions for specific design criteria such as wind speed, seismic design category, flood hazard zones, and adds Special Wind Region and Wind Borne Debris Zone. Also, this amendment is updated to include changes in Residential Code to consider design criteria using Table 1a from ACCA Manual J.

13. Sections 7-1-48, 7-1-49, 7-1-52, 7-1-53, and 7-1-54. These amendments continue the existing requirements for providing the same amendments in the California Residential Code to be consistent with the amendments in the California Building Code.

14. Sections 7-1-50 and 7-1-51. These amendments continue the existing deleted exceptions in the Code allowing for unreinforced footing and retaining walls without drains per findings for Climatic, Topographical, and Geological conditions. (Findings in Sections I, II, and III).

15. Section 7-1-55. This amendment continues the existing added definition to clarify the term “sustainability”.

16. Section 7-1-56. This amendment adopts and amends 2025 California Residential Code, Appendix CI considering additional safety pool barrier due to concern to child drowning. High temperatures during the summer time would increase the risk of pool drowning due to more frequent use of swimming pools as noted in the finding for Climatic conditions. (Findings in Section I).

17. Section 7-1-57. This amendment is administrative in nature and adds County of Orange to the Title of the California Wildland-Urban Interface Code.

18. 7-1-58. This amendment adopts and amends 2025 California Wildland-Urban Interface, Section 602.4 to add Orange County Fire Authority approval for all Fuel Modification review for new buildings in wildfire risk areas per findings for Climatic, Topographical, and Geological conditions.

B. FINDINGS OF LOCAL CONDITIONS

The amendments contained in the Ordinance adopting the California Building Code and related regulations described herein are necessary to provide better fire protection, structural safety, stronger roof tile fasteners, permit requires for fences over 6 feet high and better swimming pool fencing, due to the following local conditions:

I. CLIMATIC CONDITIONS:

A. The jurisdiction of Unincorporated Orange County is located semi-arid Mediterranean type climate. It annually experiences extended dry periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area.

B. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility service throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirements to climb 75 feet vertically up flights stairs will greatly impact the response time to reach an incident scene. Additionally, there is a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type of fire fighting apparatus above this height would place rescue personnel at increased risk of injury.

C. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility service to buildings and facilities within the County.

D. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly ten million over the next quarter of a century with 50% of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due

to the lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

E. These dry climatic conditions and winds contribute to a rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for fire fighting by as much as 50% to 75%.

II. TOPOGRAPHICAL CONDITIONS

A. Natural slopes of 15% or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills, creates the geological foundation on which the communities within Orange County is built and will continue to be built. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation, which places the fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. GEOLOGICAL CONDITIONS

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size of the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was a source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Dey Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of the City of Irvine at an

unknown earthquake fault. Regional planning for reoccurrence of earthquakes is recommended by the State of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong earthquakes and aftershocks there exists a need to have better structural design standards and to provide increased fire protection especially for upper floors of high-rise buildings. On October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the thirty-four other fires locally and over five hundred responses, the fire department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in the 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, Page 59) "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe".

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located throughout the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanied with occasional heavy rainfall, cause roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the five minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected useable life of water services when metallic pipes in contact with soils are utilized.

D. Portions of the County contain active or former oil production fields. These areas contain a variety of naturally occurring gasses, liquids and vapors. These compounds present toxicity or flammable hazards to building occupants. Evaluation of these

hazards and the risks they pose to development is necessary to implement appropriate mitigation.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets, and the expected infrastructure damage inherent in the seismic zone described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) requirements for a given structure. Additional fire protection is also justified to match the current resources of fire fighting equipment and personnel within the Orange County Fire Authority.

NOW THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution, together with the Ordinance adopting the California Building Code, 2025 Edition; the International Building Code, 2024 Edition; the California Residential Code, 2025 Edition; the California Energy Code, 2025 Edition; the California Green Building Standards Code, 2025 Edition; the California Historical Building Standards Code, 2025 Edition; the California Existing Building Standards Code, 2025 Edition; the California Wildland-Urban Interface Code, 2025 Edition, as amended; and related regulations described herein, be filed with the State Department of Housing and Community Development, and the California Building Standards Commission.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA, REPEALING THE 2021 EDITION OF THE UNIFORM PLUMBING CODE, REPEALING THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE REPEALING ORDINANCE 22-005, AND ADOPTING BY REFERENCE THE UNIFORM PLUMBING CODE, 2024 EDITION AND THE CALIFORNIA PLUMBING CODE, 2025 EDITION, INCLUDING APPENDICES, WITH AMENDMENTS THERETO.

The Board of Supervisors of the County of Orange, California, does ordain as follows:

SECTION 1. Article 1 of Division 3 of Title 7 of the Orange County Codified Ordinances is hereby repealed.

SECTION 2. Article 1 of Division 3 is hereby added to Title 7 of the Orange County Codified Ordinances to read as follows:

Division 3

PLUMBING REGULATIONS

ARTICLE 1. ADOPTION OF UNIFORM PLUMBING CODE, 2024 EDITION AND THE CALIFORNIA PLUMBING CODE, 2025 EDITION, INCLUDING APPENDICES AND AMENDMENTS THERETO

Sec. 7-3-1. ADOPTION OF THE UNIFORM PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE

a. The Board of Supervisors of the County of Orange hereby adopts the Uniform Plumbing Code, 2024 Edition and the California Plumbing Code, 2025 Edition, including Appendices A, B, D, I, H and J only, except Chapter 1, Administration of the Uniform Plumbing Code, and such other portions as are deleted, modified, or amended by this Article.

b. The purpose of the codes is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for the installation, alteration, or repair of plumbing and drainage systems, and the inspection thereof.

c. Not less than one (1) copy of each has been made and is now filed in the office of the OC Public Works. They are hereby adopted and incorporated as if set forth at length herein.

Section 7-3-2. REFERENCE TO UNIFORM PLUMBING CODE and CALIFORNIA PLUMBING CODE

This article shall be known as the Uniform Plumbing Code and the California Plumbing Code and will be referred to in this Article as "this Code." In the event of any differences between the California Code and the Uniform Code, the text of the California Code shall govern. Where a specific provision varies from a general provision, the specific provision shall apply. When, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Sec. 7-3-3. APPLICATION AND SCOPE.

The provisions of this Code shall apply to all new construction, relocated buildings, and to any alterations, repairs, or reconstruction, except as provided for otherwise in this Code.

(a) Maintenance. The plumbing and drainage system of any premises under the jurisdiction of the Building Official shall be maintained in a sanitary and safe operating condition by the owner or the owner's agent.

(b) Existing Construction. No provision of this Code shall be deemed to require a change in any portion of a plumbing or drainage system or any other work regulated by this Code in or on an existing building or lot when such work was installed and is maintained in accordance with law in effect prior to the effective date of this Code, except when any such plumbing or drainage system or other work regulated by this Code is determined by the Building Official to be in fact dangerous, unsafe, insanitary, or a nuisance and a menace to life, health, or property.

(c) Additions, alterations, repairs and replacement of plumbing systems shall comply with the provisions for new systems except as otherwise provided in Section (d).

(d) Application to Existing Plumbing System.

(1) Additions, Alterations or Repairs. Additions, alterations or repairs may be made to any plumbing system without requiring the existing plumbing system to comply with all the requirements of this Code, provided the addition, alteration or repair conforms to

that required for a new plumbing system. Additions, alterations or repairs shall not cause an existing system to become unsafe, insanitary or overloaded.

(2) Health and Safety. Whenever compliance with all the provisions of this Code fails to eliminate or alleviate a nuisance or any other dangerous or insanitary condition which may involve health or safety hazards, the owner or the owner's agent shall install such additional plumbing and drainage facilities or shall make such repairs or alterations as may be ordered by the Building Official.

(3) Existing Installation. Plumbing system lawfully in existence at the time of the adoption of this Code may have their use, maintenance or repair continued if the use, maintenance or repair is in accordance with the original design and location and no hazard to life, health or property has been created by such plumbing system.

(4) Changes in Building Occupancy. Plumbing systems which are a part of any building or structure undergoing a change in use or occupancy, as defined in the Building Code, shall comply to all requirements of this Code which may be applicable to the new use or occupancy.

(5) Maintenance. All plumbing systems, materials and appurtenances, both existing and new, and all parts thereof shall be maintained in proper operating condition. All devices or safeguards required by this Code shall be maintained in conformance with the Code edition under which installed. The owner or the owner's designated agent shall be responsible for maintenance of plumbing systems. To determine compliance with this subsection, the Building Official may cause any plumbing system to be re-inspected.

(6) Moved Buildings. Plumbing systems which are part of buildings or structures moved into this jurisdiction shall comply with the provisions of this Code for new installations.

Sec. 7-3-4. AUTHORITY HAVING JURISDICTION.

Whenever the term "Authority Having Jurisdiction" is used in this Code, it shall mean the "Building Official" of the County of Orange.

Unless otherwise provided for by law, the office of the Authority Having Jurisdiction shall be that of the Building Official of the County of Orange.

Sec. 7-3-5. DUTIES OF AUTHORITY HAVING JURISDICTION.

The Building Official shall maintain public office hours necessary to efficiently administer the provisions of this Code and amendments hereto and perform the following duties:

(a) Require submission of, examine and check plans and specifications drawings, descriptions, and/or diagrams necessary to show clearly the character, kind and extent of plumbing work covered by applications for a permit and upon approval thereof shall issue the permit applied for.

(b) Administer and enforce the provisions of this Code in a manner consistent with the intent thereof and shall inspect all plumbing and drainage for conformity with any permit to assure compliance with provisions of the Code or amendments thereto, approving and rejecting said work in whole or in part as conditions require.

(c) Condemn and reject all work done or being done or materials used or being used which do not in all respects comply with the provisions of this Code and amendments thereto.

(d) Investigate any construction or work regulated by this Code and issue such notices and orders as provided in Section 7-3-7.

Sec. 7-3-6. RIGHT-OF-ENTRY.

(a) Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Building Official or his authorized representative has reasonable cause to believe that there exists in any building or upon any premises, any condition which makes such building or premises unsafe as defined in Section 116 of the International Building Code, the Building Official or his authorized representative may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this Code; provided that if such building or premises be occupied,

he shall first present proper credentials and demand entry; and if such building or premises be unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and demand entry. If such entry is refused, the Building Official or his authorized representative shall have recourse to every remedy provided by law to secure entry.

(b) Liability. The Building Official charged with the enforcement of this code, acting in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the Building Official or employee because of such act or omission performed by the Building Official or employee in the enforcement of any provisions of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.

Sec. 7-3-7. DANGEROUS AND UNSANITARY CONSTRUCTION OR CONDITION.

(a) Any portion of a plumbing system found by the Building Official to be unsanitary as defined herein is hereby declared to be a nuisance.

(b) Whenever brought to the attention of the agency or department having jurisdiction that any unsanitary conditions exist, or that any construction or work regulated by the this Code is dangerous, unsafe, unsanitary, a nuisance or a menace to life, health, or property or otherwise in violation of this

Code, the said agency or department may request an investigation by the Building Official who, upon determining such information to be fact, shall order any person, firm, or corporation using or maintaining any such condition or responsible for the use or maintenance thereof to discontinue the use or maintenance thereof or to repair, alter, change, remove or demolish same as he may consider necessary for the proper protection of life, health or property; and in the case of any gas piping or gas appliance may order any person, firm or corporation, supplying gas to such piping or appliance to discontinue supplying gas to such piping or appliance until such piping or appliance is made safe to life, health, or property.

(c) Notice, hearing, procedure. Any construction or condition found to be unsanitary, dangerous, damaged, unsafe, a nuisance, or a menace to life, health, or property or otherwise in violation of this Code shall be reported, and the Building Official, upon a determination of such condition, shall give notice to the owner, authorized representative, or other responsible person in accordance with the provisions of Section 7-1-16 - UNSAFE BUILDING, NUISANCE, NOTICE, ADMINISTRATIVE HEARING, APPEAL - of the Orange County Codified Ordinances. The provisions, procedures, hearings, and appeals set forth in the above said Code section shall be fully applicable to this Code and are referred to and incorporated herein as though set forth at length.

Sec. 7-3-8. BOARD OF APPEALS.

In order to provide for final interpretation of the provisions of this Code, there shall be and is hereby created a Board of Appeals as specified in Codified Ordinance Sec. 7-1-23.

Sec. 7-3-9. VALIDITY AND LENGTH OF PERMIT.

(a) Validity. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or any other ordinance of the County. Permits presuming to give authority to violate or cancel the provisions of this Code or other ordinances of the County shall not be valid.

The issuance of a permit based upon plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in said plans, specifications and other

data, or from preventing building operations being carried on thereunder when in violation of this Code or of any other ordinances of the County.

(b) Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within twelve months from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be commenced or recommenced, a permit shall first be extended or re-issued.

(1) Requesting extension of an unexpired permit: Any permittee holding an unexpired permit or a permit which has expired for less than 180 days may apply for an extension of time within which permittee may commence work under that permit when permittee is unable to commence or recommence work within the time required by this section for good and satisfactory reason. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits extended in this manner will not be subject to new regulations adopted after issuance of the permit. Fees for time extension shall be established by the Board of Supervisors.

(2) Requesting re-issuance of a permit which has been expired for 180 days or more: Any permittee holding a permit which has been expired for 180 days or more may apply for re-issuance of the permit subject to compliance with current regulations and payment of full plan check and permit fees. Plans must be re-submitted for plan check. Portions of the structure which have been built under the expired permit will not be subject to current regulations.

For the purpose of permit extension, multiple permits of the same structure such as building, foundation, retaining wall, plumbing, mechanical, and electrical permits shall be considered as one permit. Extension of building permit shall include extension of ancillary permits for the same structure.

Each separate permit with work completed, inspected and approved entirely prior to suspension or abandonment will not be subject to extension or re-issuance.

(c) Change of contractor or of ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building or structure for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of Section (b) above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" and a permit issuance fee, shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, fees as established by the Board of Supervisors shall be charged to the permit applicant.

(d) Suspension or revocation. The Building Official may, in writing, suspend or revoke a permit issued under provisions of this Code whenever the permit is issued in error or on the basis of incorrect information supplied or in violation of any ordinance or regulation or any of the provisions of this Code.

Sec. 7-3-10. VIOLATIONS AND PENALTIES.

It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the County, or cause the same to be done, contrary to or in violation of any of the provisions of this Code.

Any person, firm, or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued, or permitted, and upon conviction of any such violation such person shall be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

In addition to the provisions of the subsections above, a notice of violation of this Code may be recorded in accordance with subsections 1 through 6 of Section 7-1-24 of the Orange County Codified Ordinances.

Sec. 7-3-11. PERMIT REQUIRED

(a) No plumbing or drainage work shall be commenced in any building, structure, or in or about any premises until a permit to do such work has been first obtained from the Building Official.

(b) A separate permit shall be obtained for each building or structure.

Sec. 7-3-12. WORK NOT REQUIRING PERMIT.

No permit shall be required in the case of any repair work as follows:

(a) For the clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures, when such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

(b) For the stopping of leaks in drains, soil, waste or vent pipe, provided, however, that should any trap, drain pipe, soil, waste or vent pipe be or become defective and it becomes necessary to remove and replace the same shall be considered as such new work and a permit shall be procured and inspection made as herein provided.

(c) Other incidental improvements of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

Sec. 7-3-13. APPLICATION FOR PERMIT.

Any person legally entitled to apply for and receive a permit shall make such application on forms provided for that purpose. He shall give a description of the character of the work proposed to be done, and the location, ownership, occupancy and use of the premises in connection therewith. The Building Official may require plans, specifications, or drawings and such other information as may be deemed necessary.

If the Building Official determines that the plans, specifications, drawings, descriptions, or information furnished by the applicant is in compliance with this Code, he shall issue the permit upon payment of the required fee as establish by the Board of Supervisors.

Sec. 7-3-14. ALL WORK TO BE INSPECTED.

All plumbing and drainage systems shall be inspected by the Building Official to ensure compliance with all requirements of this Code.

It shall be the duty of the person doing the work authorized by the permit to notify the Building Official orally, in writing or by Internet that said work is ready for inspection. Such notification shall be given not less than twenty-four (24) hours before the work is to be inspected.

It shall be the duty of the person doing the work authorized by the permit to make sure that the work will stand the tests prescribed elsewhere in this Code before giving the above notification.

Sec. 7-3-15. FEES AND PLAN REVIEW.

(a) Plan Review Fees. When a plan or other data is required to be submitted for plan review, a plan-checking fee shall be paid at the time of submitting plans and specifications for checking. Said plan-checking fee shall be established by the Board of Supervisors.

(1) Expiration of Plan Review. Application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period of 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once unless approved by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

(2) Additional Plan Review Fees. Where plans are incomplete or changed so as to require additional plan checking, an additional plan checking fee as established by the Board of Supervisors shall be paid. Said fee may be waived when in the opinion of the Building Official the additional fee is

not warranted.

(b) Permit fee. A fee as established by the Board of Supervisors shall be paid for each permit at the time of issuance.

Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this Code, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. A violation shall result in an assessment of double fees for work done prior to permit issuance. Payment of a double fee shall not relieve any person from fully complying with the requirements of this Code nor from any other penalties prescribed herein.

For the purpose of this section, a sanitary plumbing outlet on or to which a fixture or appliance may be set or attached shall be construed to be a fixture. Fees for reconnection and retest of existing plumbing systems in relocated buildings shall be as established by the Board of Supervisors.

When a permit has been obtained to connect an existing building or existing work to the public sewer or to a new private disposal facility back-filling of private sewage disposal facilities abandoned consequent to such connection is included in the building sewer permit.

(c) Special investigation fee. A special investigation may be required before a permit will be issued for work which has been started without first obtaining a permit. Except in the case of emergency work, a fee as established by the Board of Supervisors may be collected for such investigation. The special investigation fee shall be in addition to any regular or double fee. No permit shall be issued when an investigation fee is due until such fee has been paid.

The payment of the investigation fee shall not exempt any person from compliance with the provisions of this Code nor from any penalty prescribed by law.

(d) Re-inspection fee. When any re-inspection is required due to the failure of the permit holder, his agent or other responsible persons to comply with previous correction instructions, a fee as established by the Board of Supervisors may be charged by the Building Official for each such re-inspection. This

fee shall be paid before any further inspections are made. (e) Refunds. The Building Official may authorize refunding of fees which was erroneously paid or collected.

(f) Change of Contractor or of Ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building, structure or grading for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of section (f) above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" and a permit issuance fee, shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, a fee as established by the Board of Supervisors shall be charged to the permit application.

Sec. 7-3-16. Not Used.

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RESOLUTION TO THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

November 4, 2025

WHEREAS, Health and Safety Code Section 17958.5 provides for the County to make changes or modifications to the California Plumbing Code as are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Sections 17958.7 requires the County Board of Supervisors to make express findings of the necessity for modifications in the California Plumbing Code before adopting such changes; and

WHEREAS, OC Public Works of the County of Orange has recommended adoption for an Ordinance repealing the Uniform Plumbing Code, 2021 Edition, California Plumbing Code, 2022 Edition, Ordinance 22-005 and adopting by reference the Uniform Plumbing Code, 2024 Edition, and the California Plumbing Code, 2025 Edition, with amendments thereto; and

WHEREAS, said Ordinance will amend Article 1 of Division 3 of Title 7 of the Orange County Codified Ordinances;

NOW THEREFORE, BE IT RESOLVED that the Ordinances and amendments to Section 7-3-1 through 7-3-15 of Article 1 of Division 3 of Title 7 of the Orange County Codified Ordinances are hereby found necessary as follows:

A. Sections 7-3-1 through 7-3-15. These amendments are administrative in nature and allow for local administration of plumbing regulations. Administrative requirements are not subject to findings of necessity for local climatic, geological and topographical conditions. These amendments include procedures for administrative hearings, Hearing Office appeals, and violations and permit issuance, all of which enable the local jurisdiction to administer and enforce the Code, and to charge a fee for services rendered. These amendments are carryovers from the previous Ordinance Changes are made to clarify the requirements and to refer to a separate Ordinance for permit fees.

BE IT FURTHER RESOLVED that a copy of this Resolution, together with the Ordinance adopting the 2025 California Plumbing Code and the 2024 Uniform Plumbing Code, as amended, be filed with the State Department of Housing and Community Development, and the California Building Standards Commission.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA REPEALING THE 2021 EDITION OF THE UNIFORM MECHANICAL CODE, REPEALING THE 2022 EDITION OF THE CALIFORNIA MECHANICAL CODE, REPEALING ORDINANCE 22-006 AND ADOPTING BY REFERENCE THE UNIFORM MECHANICAL CODE, 2024 EDITION, AND THE CALIFORNIA MECHANICAL CODE, 2025 EDITION, AMENDMENTS THERETO.

The Board of Supervisors of the County of Orange, California, does ordain as follows:

SECTION 1. Article 1 of Division 5 of Title 7 of the Orange County Codified Ordinances is hereby repealed.

SECTION 2. Article 1 of Division 5 is hereby added to Title 7 of the Orange County Codified Ordinances to read as follows:

Section 7-5-1 ADOPTION OF UNIFORM MECHANICAL CODE, 2024 EDITION AND THE CALIFORNIA MECHANICAL CODE, 2025 EDITION AND AMENDMENTS THERETO

a. The Board of Supervisors of the County of Orange hereby adopts the Uniform Mechanical Code, 2024 Edition and the California Mechanical Code, 2025 Edition as published by the International Association of Plumbing and Mechanical Officials (IAPMO), including Appendices A through C, Division II of Chapter 1, except such portions as are deleted, modified, or amended in this Article. Chapter 1 of the Uniform Mechanical Code is replaced with Division II of Chapter 1 of the California Mechanical Code.

b. The purpose of this Code is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for the installation, alteration, design, construction, quality of materials, location, operation, and maintenance of heating, ventilating, comfort cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances, and the inspection thereof.

c. Not less than one (1) copy of each has been made and is now filed in the office of the OC Public

Works. They are hereby adopted and incorporated as if set forth at length herein.

Sec 7-5-2. Not used.

Sec. 7-5-3. Section 107 amended.

Section 107 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

HEARING OFFICER Sec. 107.1 In order to determine the suitability of alternate materials and methods of installation and to provide for reasonable interpretation of the provisions of this Code, there shall be and is hereby created a Hearing Officer as specified in Orange County Codified Ordinances Sec. 7-1-23.

Sec. 7-5-4. Section 107.3 added.

Section 107 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended by adding Section 107.3 to read as follows:

Section 107.3 NOTICE, ADMINISTRATIVE HEARING, APPEAL

Whenever the Building Official issues a Condemnation Order in accordance with the provisions of Section 106.6 of Division II of Chapter 1 of the California Mechanical Code, or a Stop Work Order in accordance with the provisions of Section 106.4 of said Code, the procedures for notice, administrative hearing, and appeal may be instituted in accordance with the provisions of Section 7-1-16 - UNSAFE BUILDING, NUISANCE, NOTICE, ADMINISTRATIVE HEARING, APPEAL of the Orange County Codified Ordinance . The remedies and procedures here provided for shall be cumulative and in addition to the penalties provided for in the Orange County Codified Ordinances pertaining to "Violations and Penalties."

Sec. 7-5-5. Section 104.2 amended.

Section 104.2 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

104.2 Exempt Work. A mechanical permit shall not be required for the following:

104.2.1 A portable heating appliance, portable ventilating equipment, portable cooling

unit or portable evaporative cooler.

104.2.2 A closed system of steam, hot or chilled water piping within heating or cooling equipment regulated by this Code.

104.2.3 Replacement of any component part or assembly of an appliance which does not alter its original approval and complies with other applicable requirements of this Code.

104.2.4 Refrigerating equipment which is part of the equipment for which a permit has been issued pursuant to the requirements of this Code.

104.2.5 A unit refrigerating system.

104.2.6 Other incidental improvements of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for work to be done in violation of the provisions of this Code or other laws or ordinances of this jurisdiction.

Sec. 7-5-6. Section 104.4 amended.

Section 104.4 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

Section 104.4.1 Issuance. The application, plans and specifications and other data filed by an applicant for permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this Code and other pertinent laws and ordinances and that the fees as established by the Board of Supervisors have been paid, he shall issue a permit therefor to the applicant.

When the Building Official issues the permit where plans are required, he shall endorse in writing or stamp the plans and specifications "APPROVED." Such approved plans and specifications shall not be changed, modified or altered without authorization from the Building Official, and all work regulated by

this Code shall be done in accordance with the approved plans.

The Building Official may issue a permit for the construction of a part of the mechanical system before the entire plans and specifications for the whole system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this Code. The holder of such permit may proceed at his own risk without assurance that the permit for the entire building, structure or mechanical system will be granted.

104.4.2 Validity of Permit. The issuance of a permit or approval of plans and specifications and computation shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or of other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this Code or of other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based upon plans, specifications, computations and other data shall not prevent the Building Official from thereafter requiring the correction of errors in said plans, specifications, and other data or from preventing building operations being carried on thereunder when in violation of this Code or of other ordinances of this jurisdiction.

104.4.3 Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within twelve months from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be commenced or recommenced, a permit shall first be extended or re-issued.

104.4.4 Extension

(1) Requesting extension of an unexpired permit: Any permittee holding an unexpired permit or a permit which has expired for less than 180 days may apply for an extension of time within which permittee may commerce work under that permit when permittee is unable to commence or recommence work within the time required by this section for good and satisfactory reasons. The

Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits extended in this manner will not be subject to new regulations adopted after issuance of the permit. Fees for time extension shall be as established by the Board of Supervisors.

(2) Requesting re-issuance of a permit which has been expired for 180 days or more: Any permittee holding a permit which has been expired for 180 days or more may apply for re-issuance of the permit subject to compliance with current regulations and payment of full plan check and permit fees. Plans must be re-submitted for plan check. Portions of the structure which have been built under the expired permit will not be subject to current regulations.

For the purpose of permit extension, multiple permits of the same structure such as building, foundation, retaining wall, plumbing, mechanical, and electrical permits shall be considered as one permit. Extension of building permit shall include extension of ancillary permits of the same structure. Each separate permit with work completed, inspected and approved entirely prior to suspension or abandonment will not be subject to extension or re-issuance.

104.4.3.1 Change of Contractor or of Ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building, structure or grading for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of Section 113.4 above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" fee and the permit issuance fee, shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, a fee as established by the Board of Supervisors shall be charged to the permit application.

104.4.5 Suspension or Revocation. The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this Code whenever the permit is issued in error or on the basis

of incorrect information supplied or in violation of other ordinance or regulation of the jurisdiction.

104.4.6 Retention of Plans. One (1) set of approved plans, specifications and computations shall be retained by the Building Official until final approval of the work covered therein. One set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

Sec. 7-5-7. Section 104.5 amended.

Section 104.5 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

FEES

Sec. 104.5.1 General. Fees shall be assessed in accordance with the provisions of this section.

Sec. 104.5.2 Permit Fees. A fee as established by the Board of Supervisors shall be paid for each permit at the time of issuance.

Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this Code, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. A violation shall result in an assessment of double fees for work done prior to permit issuance. Payment of a double fee shall not relieve any person from fully complying with the requirements of Code nor from any other penalties prescribed herein.

104.5.3 Plan Check Fees. When plans are required, a plan check fee as established by the Board of Supervisors shall be paid at the time of submittal of such plans.

104.5.3.1 Additional Plan Review Fees. Where plans are incomplete or changed so as to require additional plan checking, an additional plan checking fee as established by the Board of Supervisors shall be paid. Said fee may be waived when in the opinion of the Building Official the additional fee is not warranted.

104.5.4 Expiration of Plan Review. Application for which no permit is issued within 180 days

following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once unless approved by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

104.5.5 Special Investigation Fees. A special investigation may be required before a permit will be issued for work which has been started without first obtaining a permit. Except in the case of emergency work, a fee as established by the Board of Supervisors may be collected for such investigation. The special investigation fee shall be in addition to any regular or double fee.

No permit shall be issued when an investigation fee is due until such fee has been paid.

The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalty prescribed by law.

104.5.6 Fee Refunds. The Building Official may authorize refunding of fee which was erroneously paid or collected.

Sec. 7-5-8. Not used.

Sec. 7-5-9. Section 106.3 Amended.

Section 106.3 of said Division II of Chapter 1 of the California Mechanical Code is hereby amended to read as follows:

Section 106.3 PENALTIES. Any person, firm or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the Code is committed, continued, or permitted, and upon conviction of any such violation such person

shall be punished by a fine of not more than five hundred dollars ($500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

In addition to the provisions of the subsection above, a notice of violation of this Code may be recorded in accordance with Subsections 1 through 6 of Section 7-1-24 of the Orange County Codified Ordinances.

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RESOLUTION TO THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

November 4, 2025

WHEREAS, Health and Safety Code Section 17958.5 provides for the County to make changes or modifications to the California Mechanical Code as are reasonably necessary because of local conditions; and

WHEREAS, Health and Safety Code Sections 17958.7 requires the County Board of Supervisors to make express findings of the necessity for modifications in the California Mechanical Code before adopting such changes; and

WHEREAS, OC Public Works of the County of Orange recommended adoption for an Ordinance repealing the Uniform Mechanical Code, 2021 Edition, California Mechanical Code, 2022 Edition, Ordinance 22-006, and adopting by reference the Uniform Mechanical, 2024 Edition, and the California Mechanical Code, 2025 Edition, with amendments thereto; and

WHEREAS, said Ordinance will amend Article 1 of Division 5 of Title 7 of the Orange County Codified Ordinances;

NOW THEREFORE, BE IT RESOLVED that the Ordinances and amendments to Section 7-5-1 through 7-5-9 of Article 1 of Division 5 of Title 7 of the Orange County Codified Ordinances are hereby found necessary as follows:

> Sections 7-5-1 through 7-5-9. These amendments are administrative in nature and allow for the local administration of mechanical regulations. Administrative requirements are not subject to findings of the necessity for local climatic, geological and topographical conditions. These amendments include procedures for administrative hearings, Hearing Officer Appeals, violations, and permit issuance, all of which enable the local jurisdiction to administer and enforce the Code, and to charge a fee for services rendered. These amendments are carryovers from the previous Ordinance Changes are made to clarify the requirements and to refer to a separate Ordinance for permit fees.

BE IT FURTHER RESOLVED that a copy of this Resolution, together with the Ordinance adopting the 2024 Uniform Mechanical Code and adopting the 2025 California Mechanical Code as amended, be filed with the State Department of Housing and Community Development, and the California Building Standards Commission.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA REPEALING THE NATIONAL ELECTRICAL CODE, 2020 EDITION, REPEALING THE CALIFORNIA ELECTRICAL CODE, 2022 EDITION, REPEALING ORDINANCE 22-007 AND ADOPTING BY REFERENCE THE NATIONAL ELECTRICAL CODE, 2023 EDITION AND THE CALIFORNIA ELECTRICAL CODE, 2025 EDITION WITH AMENDMENTS THERETO.

The Board of Supervisors of the County of Orange, California does ordain as follows:

SECTION 1. Article 1 of Division 2 of Title 7 of the Orange County Codified Ordinances is hereby repealed.

SECTION 2. Article 1 is hereby added to Division 2 of Title 7 of the Orange County Codified Ordinances to read as follows:

ARTICLE 1

ADOPTION OF THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE AND THE 2025 EDITION OF THE CALIFORNIA ELECTRICAL CODE AND AMENDMENTS THERETO

Section 7-2-1. Adoption of the National Electrical Code and the California Electrical Code.

a. The Board of Supervisors of the County of Orange hereby adopts the National Electrical Code, 2023 Edition and the California Electrical Code, 2025 Edition, including the Appendix thereto, except such portions as are deleted, modified, or amended in this Article.

b. The purpose of the codes is to prescribe regulations for the installation and maintenance of electric conductors and equipment.

c. Not less than one (1) copy of each has been made and is now filed in the office of the OC Public Works. They are hereby adopted and incorporated as if set forth at length herein.

Section 7-2-2. Section 90-4 amended.

Section 90-4. ENFORCEMENT. This Code is intended to be suitable for mandating application by

the OC Public Works over electrical installations within unincorporated territory of the County and County-owned buildings, except work located in a public way and hydraulic flood control structures. The Building Official of the County of Orange shall have the authority for enforcement of the Code and the responsibility for making interpretations of the rules, for deciding upon the approval of equipment, materials and wiring methods as set forth in the National Electrical Code, and for granting the special permission contemplated in a number of the rules.

Whenever the term "authority having jurisdiction" is used in this Code, it shall mean the "Building Official" of the County of Orange.

The Building Official may waive specific requirements in this Code or permit alternate methods, where it is assured that equivalent objectives can be achieved by establishing and maintaining effective safety.

This Code may require new products, constructions, or materials which may not yet be available at the time the Code is adopted. In such event, the Building Official may permit the use of the products, constructions, or materials which comply with the most recent previous edition of this Code adopted by the jurisdiction.

Section 7-2-3. Section 90-10 added.

Section 90-10. APPLICATION TO EXISTING ELECTRICAL SYSTEMS AND EQUIPMENT.

(a) Additions, Alterations or Repairs. Additions, alterations or repairs may be made to an electrical system and equipment without requiring the existing electrical system and equipment to comply with all the requirements of this Code, provided the addition, alternation or repair conforms to that required for a new electrical system and equipment and provided further that no hazard to life, health or safety will be created by such additions, alterations or repairs.

Additions or alterations shall not be made to an existing electrical system or equipment which will cause the existing electrical system or equipment to be in violation of the provisions of this Code nor shall such additions or alterations cause the existing electrical

system or equipment to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alternation will create a fire hazard, will reduce required fire resistance, will cause the electrical system or equipment to become overloaded or exceed their rated capacities, will create a health hazard or will otherwise create conditions dangerous to human life.

Minor additions, alterations and repairs to existing electrical system and equipment may be made in accordance with the law in effect at the time the original installation was made, when approved by the Building Official.

(b) Existing Installations. Electrical systems and equipment lawfully in existence at the time of the adoption of this Code may have their use, maintenance or repair continued if the use, maintenance or repair is in accordance with the original design and a hazard to life, health or property has not been created by such electrical system and equipment.

(c) Changes in Building Occupancy. Electrical system and equipment which are a part of any building or structure undergoing a change in use or occupancy, as defined in the Building Code, shall comply with the requirements of this Code which are applicable to the new use or occupancy.

(d) Maintenance. All electrical system and equipment, both existing and new, and all parts thereof shall be maintained in a proper operating condition in accordance with the original design and in a safe and hazard-free condition. All devices and safeguards which are required by this Code shall be maintained in conformance with this Code. The owner or designated agent shall be responsible for the maintenance of the electrical system and equipment. To determine compliance with this section, the Building Official may cause an electrical system to be re-inspected.

(e) Moved Buildings. Electrical systems and equipment which are a part of buildings or structures moved into or within this jurisdiction shall comply with the provisions of this Code for new installations.

Section 7-2-4. Section 90-11 added.

Section 90-11. UNDERGROUND UTILITIES REQUIRED.

(a) The Building Official shall, as a condition precedent to the issuance of a Building Permit, require all utility services located within the exterior boundary lines of lot or parcel of property to be installed underground if:

(1) The property is to be developed with a new or relocated main building;

(2) The remodeling, alteration, or addition to an existing main building, exceeds 50 percent of the value and/or area of the existing building;

(3) A residential building or use is converted to any nonresidential use or purpose.

For purposes of this section, the term "main building" shall mean a building in which is conducted the principal use of the lot or building site on which it is located.

The owner or developer of the property is responsible for complying with the requirements of this section and shall provide all necessary facilities on the property to receive such service from the supplying utilities.

If it is determined that practical difficulties, or unreasonable hardships inconsistent with the purposes of this chapter and unique to a particular parcel of property, would result from the literal interpretation of this section, the Building Official may waive, modify or delay the imposition of any underground requirement imposed pursuant to this section upon written application of any affected property owner. The Building Official shall notify the applicant of his decision in writing by certified mail. If the Building Official determines to delay the installation of required underground utilities, he may require a recorded agreement guaranteeing the future performance of the work, together with adequate performance security enforceable by the County in the form of a cash deposit, bond, letter of credit, or other instrument satisfactory to the County Counsel.

For purposes of this section, appurtenances and associated equipment such as, but not limited to, surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, and concealed ducts in an underground system, may be placed above ground.

Any person dissatisfied with the decision of the Building Official may file an appeal with the Board of Supervisors within fifteen (15) days after the decision of the Building Official is deposited in the mail by filing a written statement setting forth the reasons for said appeal with the County Clerk. The Board of Supervisors may overrule, modify, or affirm the decision of the Building Official.

Section 7-2-5. Section 90-12 added.

Section 90-12. CONFLICTING PROVISIONS.

In the event of any differences between the California Code and the National Code, the text of the California Code shall govern. Where a specific provision varies from a general provision, the specific provision shall apply.

When, in any specific case, different sections of this Code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Section 7-2-6. Section 90-13 added.

Section 90-13. ALTERNATE MATERIALS, METHOD OF DESIGN AND METHODS OF CONSTRUCTION.

(a) The provisions of this Code are not intended to prevent the use of any material, method of design or method of construction not specifically prescribed by this Code, provided an alternate has been approved and its use authorized by the Building Official.

The Building Official may approve an alternate, provided the Building Official finds that the proposed design is satisfactory and complies with the provisions of this Code and that the material, method or work offered is, for the purpose intended, at least the equivalent of the prescribed in this Code in suitability, strength, effectiveness, fire resistance, durability and safety.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate claims that may be made regarding its use. The details of an action granting approval of an alternate shall be recorded and entered in the files of the code enforcement

agency.

(b) Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Building Official may grant modifications for individual cases. The Building Official shall first find that a special individual reason makes the strict letter of this Code impractical and the modification is in conformity with the intent and purpose of this Code and that such modification does not lessen health, life and fire-safety requirements. The details of actions granting modifications shall be recorded and entered in the files of the code enforcement agency.

(c) Tests. Whenever there is insufficient evidence of compliance with the provisions of this Code or evidence that materials or construction do not conform to the requirements of this Code, the Building Official may require tests as evidence of compliance to be made at no expense to this jurisdiction.

Test methods shall be as specified by this Code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall determine test procedures.

All tests shall be made by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records.

Section 7-2-7. Section 90-14 added.

Section 90-14. POWERS AND DUTIES OF BUILDING OFFICIAL.

(a) General. The Building Official is hereby authorized and directed to enforce all the provisions of this Code. For such purposes, the Building Official shall have the powers of a law enforcement officer.

The Building Official shall have the power to render interpretations of this Code and to adopt and enforce rules and regulations supplemental to this Code as may be deemed necessary in order to clarify the application of the provisions of this Code. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of

this Code.

(b) Deputies. In accordance with prescribed procedures and with the approval of the appointed authority, the Building Official may appoint a chief electrical inspector and other related technical officers and inspectors and other employees as shall be authorized from time to time.

(c) Right of Entry. When necessary to make an inspection to enforce any of the provisions of this Code, or when the Building Official has reasonable cause to believe that there exists in any building or upon a premises a condition which is contrary to or in violation of this Code which makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter the building or premises at all reasonable times to inspect or to perform the duties imposed by this Code, provided that if such building or premises be occupied, that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. Should entry be refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

(d) Stop Orders. When work is being done contrary to the provisions of this Code, the Building Official may order the work stopped by notice in writing served on persons engaged in the doing or causing such work to be done, and such persons shall forthwith stop such work until authorized by the Building Official to proceed with the work.

(e) Authority to Disconnect Utilities. The Building Official or the Building Official's authorized representative shall have the authority to disconnect a utility service or energy supplied to the building, structure or building service equipment therein regulated by this Code or the technical codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall whenever possible notify the serving utility, the owner and occupant of the building, structure or building service equipment of the decision

to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment, in writing, of such disconnection immediately thereafter.

(f) Authority to Condemn Building Service Equipment. When the Building Official ascertains that building service equipment regulated in the technical codes has become hazardous to life, health or property, or has become insanitary, the Building Official shall order in writing that such equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice itself shall fix a time limit for compliance with such order. Defective building service equipment shall not be maintained after receiving such notice. When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefor shall be given within 24 hours to the serving utility, the owner and occupant of such building, structure or premises.

When any building service equipment is maintained in violation of the technical codes and in violation of a notice issued pursuant to the provisions of this section, the Building Official shall institute appropriate action to prevent, restrain, correct or abate the violation.

(g) Connection after Order to Disconnect. Persons shall not make connections from an energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

(h) Liability. The Building Official charged with the enforcement of this Code and the technical codes, acting in good faith and without malice in the discharge of his duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties. A suit brought against the Building Official or employee because of such act or omission performed by the Building Official or employee in the enforcement of the provisions of such codes or other pertinent

laws or ordinances implemented through the enforcement of this Code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.

This Code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling a building, structure or building service equipment therein for damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming such liability by reason of the inspections authorized by this Code or permits or certificates issued under this Code.

(i) Cooperation of Other Officials and Officers. The Building Official may request, and shall receive, the assistance and cooperation of other officials of this jurisdiction so far as is required in the discharge of the duties required by this Code or other pertinent laws or ordinances.

Section 7-2-8. Section 90-15 added.

Section 90-15. UNSAFE ELECTRICAL SYSTEMS OR EQUIPMENT.

Electrical systems or equipment regulated by this Code which are unsafe, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purpose of this section, unsafe. Use of electrical systems or equipment regulated by this Code constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment is, for the purpose of this section, an unsafe use.

Unsafe electrical systems or equipment are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in Section 7-1-16-UNSAFE BUILDING, NUISANCE, and NOTICE. ADMINISTRATIVE HEARING, APPEAL – of the Orange County Codified Ordinances. As an alternative, the Building Official or other employee or official of this jurisdiction as designated by the governing body may institute other appropriate action to prevent, restrain, correct or abate the violation.

Section 7-2-9. Section 90-16 added.

Section 90-16. PERMITS.

(a) Required Permits. No electrical equipment shall be installed nor electrical work performed within or on any building, structure or premises, publicly or privately owned, in the unincorporated area of Orange County, nor shall any alteration or addition be made in any such existing equipment without securing a permit therefor, before such work is commenced, from the Building Official except as provided in this Article and except that no permit will be required to execute any of the following classes of electrical work:

(1) Minor repair work, such as the replacement of lamps and connection of portable electrical equipment to suitable permanently installed receptacles.

(2) Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.

(3) Temporary decorative lighting.

(4) Repair or replacement of current-carrying parts of any switch, contactor or control device.

(5) Reinstallation of attachment plug receptacles, but not the outlets therefor.

(6) Repair or replacement of any overcurrent device of the required capacity in the same location.

(7) Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.

(8) Taping joints.

(9) Removal of electrical wiring.

(10) Temporary wiring for experimental purposes in suitable experimental laboratories.

(11) The wiring for temporary theater, motion picture or television stage sets.

(12) Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

(13) Low-energy power, control and signal circuits of Class II and Class III as defined in this Code.

(14) Installations used by electrical supply, railway or communication utilities in the exercise on their function as a utility, and work located primarily in a public way.

(15) The installation, alteration or repair of electrical equipment installed by or for an electrical supply agency for the use of such agency in the generation, transmission, distribution or metering of electricity.

(16) The installation of radio controlled relays on privately-owned air conditioning equipment and electric heaters designed for the purposes of energy conservation through utility company established electrical load management programs provided that:

(A) Prior to installation, the OC Public Works/Building Inspection Division shall approve the specifications for the installation of the relays;

(B) The relay devices shall be tested and labeled by Underwriters' Laboratories, Inc.;

(C) The relay devices shall be installed and maintained by the serving utility company or its contractors.

(17) Other incidental work of a minor nature may be exempt from the provisions of this Code upon the determination of the Building Official.

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

(b) Application. Application for a permit to perform the work shall be made in writing to the OC Public Works, describing said work Plans, calculations of load for service, feeders and branch circuits, specifications and schedules may be required to determine whether the installation as described will be in conformity with the requirements of the Code. If it is found that the installation as described will conform to all legal requirements, and if the applicant has complied with the provisions of this Code, a permit for such installation shall be issued. No deviation may be made from the installation described in

the permit and plan without the written approval of the Building Official.

(c) Issuance. It shall be the duty of the Building Official to issue permits for electrical installations and wiring under the provisions of this Code when the applicant for such permit shall have complied with all of the requirements hereof.

(d) Annual Permits. In lieu of an individual electrical permit for each installation or alteration on commercial or industrial buildings, an annual permit may be issued to any person, firm or corporation for the purpose of installing, altering and maintaining electrical wiring or equipment in or on buildings or premises owned or occupied by the applicant for such permits. The application for this annual permit shall be made in writing to the OC Public Works, and shall contain description of the premises on which the work is to be done under the permit. Within fifteen (15) days following the end of each calendar month, the person, firm or corporation to which an annual permit has been issued shall transmit to the OC Public Works a duplicate copy of the record of electrical work done.

(e) Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve months from the date of such permit, or if the building or work authorized by such permit is suspended of abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be commenced or recommenced, a permit shall first be extended or re-issued.

(1) Requesting extension of an unexpired permit: Any permittee holding an unexpired permit or a permit which has expired for less than 180 days may apply for an extension of time within which permittee may commence work under that permit when he/she is unable to commence or recommence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits extended in this manner shall not be subject to new regulations adopted after issuance of the permit. Fees for time extension

shall be as established by the Board of Supervisors.

(2) Requesting re-issuance of a permit which has been expired for 180 days or more: Any permittee holding a permit which has been expired for 180 days or more may apply for re-issuance of the permit subject to compliance with current regulations and payment of full plan check and permit fees. Plans must be re-submitted for plan check. Portions of the structure which have been built under the expired permit shall not be subject to current regulations.

(3) For the purpose of permit extension or renewal, multiple permits of the same structure such as building, foundation, retaining wall, plumbing, mechanical, and electrical permits shall be considered as one permit. Extension of building permit shall include extension of ancillary permits of the same structure. Each separate permit with work completed inspected and approved entirely prior to suspension or abandonment shall not be subject to extension or re-issuance.

(f) Change of Contractor or of Ownership. A permit issued hereunder shall expire upon a change of ownership or a change of contractor regarding the building, structure or grading for which said permit was issued if the work thereon has not been completed, and a new permit shall be required for the completion of the work. If the provisions of section (e) above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge, other than a "name change" and a permit issuance fee, shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, a fee as established by the Board of Supervisors shall be charged to the permit application.

Section 7-2-10. Section 90-17 added.

Section 90-17. FEES AND PLAN REVIEW.

(a) Fees shall be established by the Board of Supervisors.

(b) The fees required in this section must be paid for each electrical installation for which a permit is required by this Code.

(c) No permit shall be issued to any person, firm or corporation unless fees for permits or

additions to permits are paid in full. When an electrical plan is required to be submitted, a plan check fee shall be paid at the time of submittal.

(d) Expiration of Plan Review. Application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period of 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once unless approved by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

(e) Additional Plan Review Fees. Where plans are incomplete or changed so as to require additional plan checking, an additional plan checking fee as established by the Board of Supervisors shall be paid. Said fee may be waived when in the opinion of the Building Official the additional fee is not warranted.

(f) Failure to take out a permit and to pay fees therefor before commencing work shall be deemed a violation of this Code, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. Double the amount of fees shall be assessed for work commenced before a permit is issued. Payment of a double fee shall not relieve any person from fully complying with the requirements of this Code nor from any other penalties prescribed herein.

(g) Investigation Fee. An investigation fee as established by the Board of Supervisors may be charged by the Building Official whenever work for which a permit is required by this Code has been commenced without first obtaining said permit, except in the case of emergency work. This fee shall be paid and the investigation shall be made prior to the issuance of any permit for said work. An investigation fee may be charged for any investigation of a building, structure, work reports, certification or any other related work requested by an owner or authorized agent of such owner.

(h) Fees for Annual Permits shall be paid at the time such permits are issued. In addition, fees for all new work installed under such permit since the date of the previous inspection shall be paid, in accordance with the fee schedule at the time the annual permit is issued.

(i) Fees for Additional Inspections shall be as established by the Board of Supervisors.

(j) Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

(k) Validity of Permit. The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code, or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this Code or other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based upon plans, specifications and other date shall not prevent the Building Official from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of these codes or of any other ordinances of this jurisdiction.

(l) Suspension or Revocation. The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this Code when the permit is issued in error or on the basis of incorrect information supplied, or in violation of an ordinance or regulation or the provisions of this Code.

Section 7-2-11. Section 90-18 added.

Section 90-18. INSPECTION.

(a) General. All electrical systems and equipment for which a permit is required shall be subject to inspection by the Building Official, and the electrical system shall remain accessible and exposed for inspection purposes until approved by the Building Official.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this Code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel provisions of this Code or of other ordinances of the jurisdiction shall not

be valid.

It shall be the duty of the permit applicant to cause the electrical system to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for the expense entailed in the removal or replacement of any material required to permit inspection. When the installation of electrical system and equipment is complete, an additional and final inspection shall be made. Electrical systems and equipment regulated by this Code shall not be connected to the energy source until authorized by the Building Official.

(b) Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing, by telephone or by Internet, at the option of the Building Official.

It shall be the duty of the person requesting any inspection required by this Code to provide access to and means for inspection of such work.

(c) Other Inspections. In addition to the called inspections required by this Code, the Building Official may make or require other inspections of any work to ascertain compliance with the provisions of this Code and other laws which are enforced by the code enforcement agency.

Section 7-2-12. Section 90-19 added.

HEARING OFFICIAL. The Hearing Official as established by Section 7-1-23 of the Codified Ordinances shall determine the suitability of alternate materials and methods of construction and provide for reasonable interpretations of the provisions of this Code.

Section 7-2-13. Section 90-20 added.

Section 90-20. PENALTIES. Any person, firm or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the

provisions of the Code is committed, continued, or permitted, and upon conviction of any such violation such person shall be punished by a fine of not more than five-hundred dollars ($500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

In addition to the provisions of the subsection above, a notice of violation of this Code may be recorded in accordance with subsection 1 through 6 of Section 7-1-24 of the Orange County Codified Ordinances.

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RESOLUTION TO THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

November 4, 2025

WHEREAS, Health and Safety Code Section 17958.5 provides for the County to make changes or modifications to the California Electrical Code as are reasonably necessary because of local conditions; and

WHEREAS, Health and Safety Code Sections 17958.7 requires the County Board of Supervisors to make express findings of the necessity for modifications in the California Electrical Code before adopting such changes; and

WHEREAS, OC Public Works of the County of Orange recommended adoption for an Ordinance repealing the National Electrical Code, 2020 Edition, California Electrical Code, 2022 Edition, Ordinance 22-007, and adopting by reference the National Electrical Code, 2023 Edition, and the California Electrical Code, 2025 Edition, with amendments thereto; and

WHEREAS, said Ordinance will amend Article 1 of Division 2 of Title 7 of the Orange County Codified Ordinances;

NOW THEREFORE, BE IT RESOLVED that the Ordinances and amendments to Section 7-2-1 through 7-2-13 of Article 1 of Division 7 of Title 7 of the Orange County Codified Ordinances are hereby found necessary as follows:

> Sections 7-2-1 through 7-2-13. These amendments include Article 90 of the 2025 California Electrical Code and the 2023 National Electrical Code. The amendments are administrative in nature and allow for the local administration of electrical regulations. Administrative requirements are not subject to findings of the necessity for local climatic, geological and topographical conditions. These amendments include procedures for enforcement, underground utilities, permits, inspections, Hearing Office appeals, violations, and penalties, all of which enable the local jurisdiction to administer and enforce the 2025 California Electrical Code, and the 2023 National Electrical Code as amended. These amendments are carryovers from the previous Ordinance. Changes are made to clarify the requirements and to refer to a separate Ordinance for permit fees.

BE IT FURTHER RESOLVED that a copy of this Resolution, together with the Ordinance adopting the 2025 California Electrical Code and the 2023 National Electrical Code as amended, be filed with the State Department of Housing and Community Development, and the California Building Standards Commission.

2025

California Fire Code

Amendment Package

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA REPEALING THE CALIFORNIA FIRE CODE, 2022 EDITION ORDINANCE 22-008 AND ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE, 2025 EDITION WITH APPENDIX B, BB, C, CC, and H and AMENDMENTS THERETO.

The Board of Supervisors of the County of Orange, California, ordains as follows:

Article 1 of Division 3 of Title 3 of the Orange County Codified Ordinances is hereby repealed.

Article 1 is hereby added to Division 3 of Title 3 of the Orange County Codified Ordinances to read as follows:

FIRE CODE

Section 3-3-1. Fire Code Adopted

The 2025 California Fire Code, based on the International Fire Code, 2024 Edition, with errata, published by International Code Council (ICC), and the whole thereof, including Appendix B, Appendix BB, Appendix C, Appendix CC, and Appendix H are hereby adopted by the County of Orange for the purpose of prescribing regulations governing conditions hazardous to the life and property from fire and explosion, save and except such portions as are hereinafter added, deleted, modified or amendment. One copy of all the above is now on file in the office of the Clerk for public inspection and is adopted with the same force and effect as through set out herein in full.

Section 3-3-2. Enforcement and Inspection

The California Fire Code with amendments shall be enforced by the Orange County Fire Authority, which shall be operated under the Fire Chief of the Orange County Fire Authority. The Fire Chief of the Orange County Fire Authority may detail such members of the fire authority as inspectors as shall be necessary from time to time.

Section 3-3-3. Chapter 1 Scope and Administration

Chapter 1 General Requirements. Adopt Chapter 1 in its entirety, with the exception of Section 109, and with the following amendments:

Section 113.4 Violation penalties is hereby revised as follows:

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 113.4.2 Infraction and misdemeanor is hereby added as follows:

113.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Section 3-3-4. Chapter 2 Definitions

Chapter 2 Definitions is adopted in its entirety with the following amendments:

Sections 202 General Definitions is hereby revised by adding "OCFA," and "Spark Arrester" as follows:

202 General Definitions

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Section 3-3-5. Chapter 3 General Requirements

Chapter 3 General Requirements. is adopted its entirety, with the exception of Sections 308.1.4, 311.5, 318, and with the following amendments:

Section 304.1.3 Vegetation is hereby revised as follows:

304.1.3 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Part 7, the California Wildland-Urban Interface Code. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. When predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. When an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND *PORTABLE* OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3 feet from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1 Where prohibited is hereby added as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324 Fuel Modification Requirements for New Construction is hereby added as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325 Clearance of brush or vegetation growth from roadways is hereby added as follows:

325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326 Unusual Circumstances is hereby added as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327 Use of Equipment is hereby added as follows:

327.1 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.

2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 327.2 Use of Equipment and Devices Generating Heat, Sparks or Open Flames is hereby added as follows**:**

327.2 Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.3 Spark Arresters is hereby added as follows:

327.3 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Section 3-3-6. Chapter 4 Emergency Planning and Preparedness

Chapter 4: **Emergency Planning and Preparedness is adopted in** only those sections and subsections adopted by the SFM with the following amendment:

Section 407.5 is hereby revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall follow OCFA Guideline G-04 "Completion of the Chemical Classification" in accordance with Section 5001.5.2.

Section 3-3-7. Chapter 5 Fire Service Features

Chapter 5 Fire Service Features is adopted in its entirety as amended by the SFM with the following amendments:

SECTION 501.1 Scope is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1 Emergency responder communications enhancement systems in new buildings is hereby deleted and replaced as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
    a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
    b. Elevators.
    c. Structures that meet all of the following:
        i. Three stories or less, and
        ii. Do not have subterranean storage or parking, and
        iii. Do not exceed 50,000 square feet on any single story.
    d. Structures that meet all of the following:
        i. Residential structures four stories or less, and
        ii. Constructed of wood, and
        iii. Do not have subterranean storage or parking, and
        iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller

on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Section 3-3-8. Chapter 6 Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety as amended by the SFM

Section 3-3-9. Chapter 7 Fire and Smoke Protection Features

Chapter 7 Fire and Smoke Protection Features is adopted in its entirety as amended by the SFM.

Section 3-3-10. Chapter 8 Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by the SFM.

Section 3-3-11. Chapter 9 Fire Protection and Life Safety Systems

Adopt Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety as amended by the SFM with the following amendments:

Section 903.2 Where required is hereby revised as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.21, an automatic sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

1. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
   a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
   b. When an addition exceeds 2000 square feet, and the resulting building

area exceeds 5000 square feet.

c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

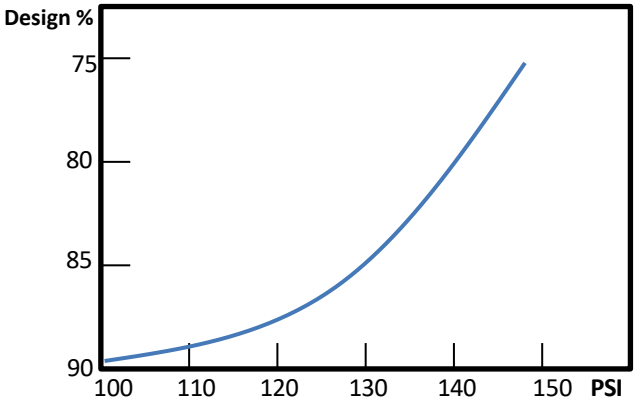
    1. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet:
    2. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Section 3-3-12. Chapter 10 Means of Egress

Chapter 10 Means of Egress is adopted in its entirety as amended by the SFM.

Section 3-3-13. Chapter 11 Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings is adopted in only those sections and subsections adopted by the SFM.

Chapter 12 Energy Systems

Chapter 12 Energy Systems is adopted in its entirety as amended by the SFM.

Section 3-3-14. Chapter 20 Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety.

Section 3-3-15. Chapter 21 Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety as amended by the SFM.

Section 3-3-16. Chapter 22 Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety.

Section 3-3-17. Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by the SFM.

Section 3-3-18. Chapter 24 Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety as amended by the SFM.

Chapter 25 Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is not adopted.

Chapter 26 Fumigation and Insecticidal Fogging

Chapter 26 Fumigation and Insecticidal Fogging is not adopted.

Section 3-3-19. Chapter 27

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety.

Section 3-3-20. Chapter 28 **Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities**

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised as follows:

> **2801.2 Permit**. Permits shall be required as set forth in Section 105.5 and 105.5.31.

Section 2808.2 Storage site is hereby revised as follows:

> **2808.2 Storage site**. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring products to the site.

Section 2808.3 Size of piles is hereby revised as follows:

> **2808.3 Size of piles**. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.
>
> **Exception:** The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:
>
> 1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
> 2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
> 3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
> 4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.

5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.3.1 Increase in pile or stack size is hereby deleted in its entirety.

Section 2808.4 Pile Separation is hereby revised as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery.

Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping area is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15 Maximum Grid of Piles and Rows is hereby added as follows:

2808.15 Maximum Grid of Piles and Rows, Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16 Push-out / Clear area is hereby added as follows:

2808.16 Push-out / Clear area Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.

Section 3-3-21. Chapter 29 Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety.

Section 3-3-22. Chapter 30 Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety.

Section 3-3-23. Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by the SFM.

Section 3-3-24. Chapter 32 High-Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety as amended by the SFM.

Section 3-3-25. Chapter 33 Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety as amended by the SFM.

Section 3-3-26. Chapter 34 Tire Rebuilding and Tire Storage

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety amended by the SFM.

Section 3-3-27. Chapter 35 Welding and Other Hot Work

Chapter 35 Welding and Other Hot Work is adopted in its entirety.

Section 3-3-28. Chapter 36 Marinas

Chapter 36 Marinas is adopted in its entirety.

Section 3-3-29. Chapter 37 Combustible Fibers and Chapter 39 Processing and Extraction Facilities

Chapter 37 Combustible Fibers is adopted in its entirety.

Chapter 39 Processing and Extraction Facilities is adopted in its entirety.

Chapter 40 Storage of Distilled Spirits and Wines is adopted in its entirety.

Chapter 41 Temporary Heating and Cooking Operations is adopted in its entirety as amended by the SFM.

Section 3-3-30. Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

Section 3-3-32. Chapter 50 Hazardous Materials

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety as amended by the SFM with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby revised as follows:

> **5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall follow OCFA Guideline G-04 “Completion of the Chemical Classification”, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

> **5003.1.1.1 Extremely Hazardous Substances.** No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Section 3-3-33. Chapter 51 Aerosols

Chapter 51 Aerosols is adopted in its entirety.

Section 3-3-34. Chapter 53 Compressed Glass

Chapter 53 Compressed Gases is adopted in its entirety.

Section 3-3-35. Chapter 54 Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety as amended by the SFM.

Section 3-3-36. Chapter 55 Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety.

Section 3-3-37. Chapter 56 Explosives and Fireworks

Chapter 56 Explosives and Fireworks is adopted in its entirety as amended by the SFM with the following amendments:

Section 5608.2 Firing is hereby added as follows:

> **5608.2 Firing.** All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

> **Section 5608.3 Application for Permit.** A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Section 3-3-38. Chapter 57 Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids is adopted in its entirety as amended by SFM.

Section 3-3-39. Chapter 58 Flammable Gasses and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids is adopted in its entirety as amended by the SFM:

Section 3-3-40. Chapter 59 Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety.

Section 3-3-41. Chapter 60 Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety.

Section 3-3-42. Chapter 61 Liquified Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety.

Section 3-3-43. Chapter 62 Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety.

Section 3-3-44. Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Section 3-3-45. Chapter 64 Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety.

Section 3-3-46. Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Section 3-3-47. Chapter 66 Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety.

Section 3-3-48. Chapter 67 Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety.

Section 3-3-49. Chapter 80 Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety as amended by the SFM with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

> **16.12.3.3** Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on

the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

(1) Quick-response type as defined in 3.3.223.4.16
(2) Residential sprinklers in accordance with the requirements of Chapter 12
(3) Quick response CMSA sprinklers
(4) ESFR sprinklers
(5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
(6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection *when approved by fire code official.*

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
(b) Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a post indicating valve 40 ft (12m) away.
(c) Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(2) A wall post indicator valve on risers located within the building, either a nonrising stem gate valve with a wall post indicator or a listed butterfly valve with an indicating handle extending out through the building wall.

(3) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
(b) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a backflow preventer valve 40 ft (12 m) away.
(c) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(4) Indicating control valves installed in a fire-rated room accessible from the exterior

(5) Indicating control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the AHJ

(6) Any other valve type or location as permitted by the AHJ.

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt, bituminous, or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted and replaced as follows:

10.4.3.2 *Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.*

Appendices

Appendix A is not adopted.

Appendix B is adopted in its entirety as amended by the SFM.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety as amended by the SFM.

Appendix CC is adopted in its entirety.

Appendix D is not adopted.

Appendix E is not adopted.

Appendix F is not adopted.

Appendix G is not adopted.

Appendix H is adopted in its entirety.

Appendix I is not adopted.

Appendix J is not adopted.

Appendix K is not adopted.

Appendix L is not adopted.

Appendix M is not adopted.

Appendix N is not adopted.

Appendix O is not adopted.

Appendix P is not adopted.

Appendix Q is not adopted.

Secs. 3-3-50—3-3-199. - Reserved.

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

November 4, 2025

WHEREAS, Section 101.2 of the California Fire Code ("CFC") states that the purpose of the Code is to provide the minimum requirements to safeguard the public health, safety and general welfare, and to provide safety to fire fighters and emergency responders during emergency operations; and

WHEREAS, Health and Safety Code Section 17958.5(a) permits the County to make changes or modifications in the CFC which are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that the Board of Supervisors make express findings of the necessity for modification to the CFC before adopting such changes; and

WHEREAS, OC Public Works of the County of Orange recommended adoption of an ordinance repealing the California Fire Code, 2022 Edition, International Fire Code, 2021 Edition, and Ordinance 22-008, and adopting by reference the California Fire Code, 2025 Edition, with appendix and amendments specified thereto. These amendments are carryovers from the previous Ordinance; and

WHEREAS, said Ordinance will amend Article 1 of Division 3 of Title 3 of the Orange County Codified Ordinances; and

WHEREAS, OC Public Works of the County of Orange Department have recommended that changes and modifications be made to the Codes and have advised that certain said changes and modifications to the CFC are reasonably necessary due to local conditions in the County of Orange.

NOW, THEREFORE, BE IT RESOLVED that the Ordinance and amendments to amend Article 1 of Division 3 of Title 3 of the Orange County Codified Ordinances are herein found necessary as follows:

A. SUMMARY

1. Section 3-3-3. These amendments are administrative in nature and allow for the local administration of building regulations. Administrative requirements are not subject to findings of the necessity for local climatic, geological or topographical conditions. The amendments include clarifications of violations and penalties.

2. Section 3-3-4. These amendments add definitions to clarify the terms OCFA, and spark arrester.

3. Section 3-3-5. These amendments include regulations for various fire hazards including open burning, the clearance and maintenance requirements related to brush and vegetation hazards near roads and structures.

4. Section 3-3-6. Adopts specific Sections in Chapter 4 "Fire Emergency Planning and Preparedness" for consistency with State requirements. The adoption includes one additional code section that has been amended to maintain consistency with terminology in CFC Chapter 50 amendments.

5. Section 3-3-7. Adopts Chapter 5 "Fire Service Features" as amended by SFM and provide additional clarification related to technical and process criteria for emergency

responder radio coverage in buildings.

6. Section 3-3-8. Adopts Chapter 6 "Building Services and Systems" in its entirety without amendments.

7. Section 3-3-9. Adopts Chapter 7 "Fire and Smoke Protection Features" in its entirety without amendments.

8. Section 3-3-10. Adopts Chapter 8 "Interior Finish, Decorative Materials and Furnishings" without amendments.

9. Section 3-3-11. These amendments continue existing requirements for sprinkler protection in Group R detached one and two story family dwellings and in townhouses, including sprinklers when an addition is greater than 50 percent within any two-year period and the structure with the addition is 5,500 square feet or greater. Sprinkler protection in non-residential buildings will continue at 5,000 square feet. One amendment continues the requirement for a safety buffer for sprinkler calculations.

10. Section 3-3-12. Adopts Chapter 10 "Means of Egress" in its entirety without amendments.

11. Section 3-3-13. Adopts certain sections of Chapter 11 "Construction Requirements for Existing Buildings," consistent with the sections adopted by the State and Chapter 12 "Energy Systems".

12. Section 3-3-14. Adopts Chapter 20 "Aviation Facilities" in its entirety without amendments.

13. Section 3-3-15. Adopts Chapter 21 "Dry Cleaning" in its entirety without amendments.

14. Section 3-3-16. Adopts Chapter 22 "Combustible Dust-Producing Operations" in its entirety without amendments.

15. Section 3-3-17. Adopts Chapter 23 "Motor Fuel-Dispensing Facilities and Repair Garages" in its entirety without amendments.

16. Section 3-3-18. Adopts Chapter 24 "Flammable Finishes" in its entirety without amendments.

17. Section 3-3-19. Adopts Chapter 27 "Semiconductor Fabrication Facilities" in its entirety without amendments.

18. Section 3-3-20. Adopts Chapter 28 "Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities" in its entirety with amendments. These amendments include the existing policy requirements for the Lumber yards and Woodworking Facilities and deletion of a section that conflicts with existing amendments. The amendments include permitting, processing, and the size limitation requirements. New amendments further clarify requirements for separation, temperature control, and fire protection water supplies for facilities with composting

operations.

19. Section 3-3-21. Adopts Chapter 29 "Manufacture of Organic Coatings" in its entirety without amendments.

20. Section 3-3-22. Adopts Chapter 30 "Industrial Ovens" in its entirety without amendments.

21. Section 3-3-23. Adopts Chapter 31 "Tents and Other Member Structures" in its entirety without amendments.

22. Section 3-3-24. Adopts Chapter 32 "High-Piled Combustible Storage" in its entirety as amended by the SFM.

23. Section 3-3-25. Adopts Chapter 33 "Fire Safety During Construction and Demolition" in its entirety without amendments.

24. Section 3-3-26. Adopts Chapter 34 "Tire Rebuilding & Tire Storage" in its entirety as amendment by the SFM.

25. Section 3-3-27. Adopts Chapter 35 "Welding and Other Hot Work" in its entirety without amendments.

26. Section 3-3-28. Adopts Chapter 36 "Marinas" in its entirety without amendments.

27. Section 3-3-29. Adopts Chapter 37 "Combustible Fibers", Chapter 39 "Processing and Extraction facilities", Chapter 40 "Storage of Distilled Spirits and Wines" and Chapter 41 "Temporary Heating and Cooking Operations" in its entirety without amendments.

28. Section 3-3-30. Adopts Chapter 48 "Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities, and Production Locations" in its entirety without amendments.

29. Section 3-3-32. Adopts Chapter 50 "Hazardous Materials – General Provisions" in its entirety with amendments. These amendments include the existing requirements for hazardous material chemical classification inventory requirements and restrictions on extremely hazardous substances in residential areas.

30. Section 3-3-33. Adopts Chapter 51 "Aerosols" in its entirety without amendments.

31. Section 3-3-34. Adopts Chapter 53 "Compressed Gases" in its entirety without amendments.

32. Section 3-3-35. Adopts Chapter 54 "Corrosive Materials" in its entirety without amendments.

33. Section 3-3-36. Adopts Chapter 55 "Cryogenic Fluids" in its entirety without amendments.

34. Section 3-3-37. Adopts Chapter 56 "Explosives and Fireworks" in its entirety with

amendments. These amendments include existing requirements for electronic firing of displays and fall-out areas.

35. Section 3-3-38. Adopts Chapter 57 "Flammable and Combustible Liquids" in its entirety without amendments.

36. Section 3-3-39. Adopts Chapter 58 "Flammable Gases and Flammable Cryogenic Fluids" in its entirety as amended by SFM.

37. Section 3-3-40. Adopts Chapter 59 "Flammable Solids" in its entirety without amendments.

38. Section 3-3-41. Adopts Chapter 60 "Highly Toxic and Toxic Materials" is adopted in its entirety without amendments.

39. Section 3-3-42. Adopts Chapter 61 "Liquefied Petroleum Gases" in its entirety without amendments.

40. Section 3-3-43. Adopts Chapter 62 "Organic Peroxides" in its entirety without amendments.

41. Section 3-3-44. Adopts Chapter 63 "Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids" in its entirety without amendments.

42. Section 3-3-45. Adopts Chapter 64 "Pyrophoric Materials" in its entirety without amendments.

43. Section 3-3-46. Adopts Chapter 65 "Pyroxylin (Cellulose Nitrate) Plastics" in its entirety without amendments.

44. Section 3-3-47. Adopts Chapter 66 "Unstable (Reactive) Materials" in its entirety without amendments.

45. Section 3-3-48. Adopts Chapter 67 "Water-Reactive Solids and Liquids" in its entirety without amendments.

46. Section 3-3-49. Adopts Chapter 80 "Referenced Standards" in its entirety with amendments. These amendments include changes to NFPA standards. The local amendments provide additional clarification of technical issues involving system design, installation techniques, and materials to improve system reliability and usability by firefighters. Also adopts existing requirements in Appendices B, BB, C, CC, dealing with fire flow and hydrants and H dealing with hazardous materials inventories and management plans to match State requirements.

FINDINGS OF LOCAL CONDITIONS

Amendments related to life and fire safety contained in Sections 304.1.2, 305.6, 305.7, 307.6.1 thru 307.6.2.1, 320, 321, 323 thru 323.2, 324, 407.5, 501.1, 903.2, 903.2.8, 903.3.5.3, 2808.3 thru 2808.13, 4906.3, 4908, 5003.1.1.1, and Chapter 80 of the 2025 California Fire Code as recommended by OC Public Works of the County of Orange are hereby found to be reasonably necessary due to the following local conditions:

Section 1

I. Climatic Conditions

A. Orange County is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a

vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, cause roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

Section 2

Amendments to the 2025 Edition of the California Fire Code are found reasonably necessary based on the climate, topographical, and/or geologic conditions cited in Section 1 of this resolution and are listed as follows:

Code Section	Findings in Section 1
304.1.3	I
305.6	I & II
305.7	I & II
307.6.1 thru 307.6.2.1	I & II
324.1	I
325.1	I

327.1 thru 327.3	I
324	I & II
407.5	I & II
501.1	I, II & III
903.2	I, II & III
903.2.8	I, II & III
903.3.5.3	I, II & III
2808.3 thru 2808.13	I
5003.1.1.1	I, II & III
Chapter 80 Reference Standards	
2025 NFPA 13 (Sprinkler Systems)	II & III
2025 NFPA 13-D (Single Family Sprinkler Systems)	I & II
2025 NFPA 24 (Underground Water Supply Systems)	III

NOW, THEREFORE, BE IT RESOLVED that a copy of this Resolution, together with the Ordinance adopting the California Fire Code, 2025 Edition, as amended, and related regulations described herein be filed with the State Department of Housing and Community Development and the California Building Standards Commission.

California LEGISLATIVE INFORMATION

HEALTH AND SAFETY CODE - HSC
DIVISION 13. HOUSING [17000 - 19997]
(Division 13 enacted by Stats. 1939, Ch. 60.)
PART 1.5. REGULATION OF BUILDINGS USED FOR HUMAN HABITATION [17910 - 17998.3]
(Part 1.5 added by Stats. 1961, Ch. 1844.)
CHAPTER 4. Application and Scope [17950 - 17959.6]
(Chapter 4 added by Stats. 1961, Ch. 1844.)

17958.

Except as provided in Sections 17958.8 and 17958.9, any city or county may make changes in the provisions adopted pursuant to Section 17922 and published in the California Building Standards Code or the other regulations thereafter adopted pursuant to Section 17922 to amend, add, or repeal ordinances or regulations which impose the same requirements as are contained in the provisions adopted pursuant to Section 17922 and published in the California Building Standards Code or the other regulations adopted pursuant to Section 17922 or make changes or modifications in those requirements upon express findings pursuant to Sections 17958.5 and 17958.7. If any city or county does not amend, add, or repeal ordinances or regulations to impose those requirements or make changes or modifications in those requirements upon express findings, the provisions published in the California Building Standards Code or the other regulations promulgated pursuant to Section 17922 shall be applicable to it and shall become effective 180 days after publication by the California Building Standards Commission. Amendments, additions, and deletions to the California Building Standards Code adopted by a city or county pursuant to Section 17958.7, together with all applicable portions of the California Building Standards Code, shall become effective 180 days after publication of the California Building Standards Code by the California Building Standards Commission.
(Amended by Stats. 1997, Ch. 645, Sec. 9. Effective January 1, 1998.)

Docusign Envelope ID: 6313298B-494C-4C3F-BAF8-E1478F10C064

DPRC Members
John O'Neill - 1st District
Mike Recupero, Chairman, 1st District
Rick Foster - 2nd District
Nathan Searles - 2nd District
Vacant - 3rd District
Joe Lambert - 3rd District
Vacant - 4th District
Richard Vuong - 4th District
Jeff Okamoto, 5th District
Evan Carey, Vice-Chairman, 5th District

DEVELOPMENT PROCESSING REVIEW COMMITTEE

October 1, 2025

County of Orange Board of Supervisors
601 N. Ross Street
Santa Ana, CA 92701

Subject: Development Processing Review Committee Support for the 2025 State Building Code Adoption

Dear Honorable Members of the Board of Supervisors,

The Development Process Review Committee has reviewed and is supportive of the proposed 2025 adoption of the California Building Code and California Fire Code as presented by OC Building and Safety. OC Public Works has been very cooperative in providing the time to review the Building Code which was allowed detailed peer review that will benefit the County of Orange and its residents.

The DPRC appreciated the continued communication of orange County Public Works staff. Please contact me with any questions or requests with additional information.

Sincerely,

DocuSigned by:
Mike Recupero
171131C11483472...

Mike Recupero, Chair
Development Processing Review Committee

RANCHO MISSION VIEJO

September 25, 2025

Hon. Doug Chafee, Chairman
Hon. Katrina Foley, Vice Chair
OC Board of Supervisors
County of Orange
400 W Civic Center Dr
Santa Ana, CA 92701

Hon. Mr. Chafee and Hon. Ms. Foley,

Rancho Mission Viejo appreciates the opportunity provided by OC Public Works staff to comprehensively review and comment on the County's proposed 2025 Building and Fire Codes adoption. In particular, we wish to thank Hadi Tabatabaee and OC Development Services/Building staff for providing the opportunity to review and comment on these updates.

It is appreciated that the County's proposed code update does not add any new local amendments to this cycle, although we understand that the County is proposing to continue all existing local amendments adopted in previous cycles.

Rancho Mission Viejo (RMV) is the master developer of the growing Rancho Mission Viejo Planned Community, the portion of unincorporated Orange County likely to be most affected by code updates. As the master developer of the Rancho Mission Viejo community, our development team (including our neighborhood builders and consultants) takes no exception to Board of Supervisors approval of this proposed code update.

Sincerely,



Mike Balsamo
Senior Vice President
Government Relations
Rancho Mission Viejo, LLC..
28811 Ortega Highway
P.O. Box 9
San Juan Capistrano, CA 92693

BUILDING INDUSTRY OF SOUTHERN CALIFORNIA, INC.
ORANGE COUNTY CHAPTER

EXECUTIVE COMMITTEE

PRESIDENT
MEGAN ELTRINGHAM
THE NEW HOME COMPANY

1st VICE PRESIDENT
DAVE MELLO
LANDSEA HOMES

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MEMBER AT LARGE
PETER VANEK
INTREGAL COMMUNITIES

MEMBER AT LARGE
SEAN MATSLER
COX, CASTLE, & NICHOLSON LLP

IMMEDIATE PAST PRESIDENT
BROOKE DOI
SHEA HOMES

SR. VICE PRESIDENT, OC CHAPTER
ADAM WOOD
BIA/SC

October 3, 2025

Board of Supervisors
County of Orange
601 N. Ross Street
Santa Ana, CA 92701

Subject: 2025 State Building Code Adoption

Chair and Supervisors,

On behalf of the Building Industry Association of Southern California - Orange County Chapter (BIA/OC), I write support the proposed 2025 adoption of the California Building Code and California Fire Code as proposed by staff.

By way of background, BIA/OC is a non-profit trade association of over 1,100 member companies affiliated with the home building industry. Our mission is to champion housing as the foundation of vibrant and sustainable communities.

As there are no additions beyond what is required by the State, BIA/OC supports adoption and thanks staff for their proactive outreach to our organization and members.

Sincerely,

Adam Wood
Sr. Vice President
BIA/SC – Orange County Chapter

California LEGISLATIVE INFORMATION

California Code
Public Resources Code 21080

(a) Except as otherwise provided in this division, this division shall apply to discretionary projects proposed to be carried out or approved by public agencies, including, but not limited to, the enactment and amendment of zoning ordinances, the issuance of zoning variances, the issuance of conditional use permits, and the approval of tentative subdivision maps unless the project is exempt from this division.

(b) This division does not apply to any of the following activities:

(1) Ministerial projects proposed to be carried out or approved by public agencies.

(2) Emergency repairs to public service facilities necessary to maintain service.

(3) Projects undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code .

(4) Specific actions necessary to prevent or mitigate an emergency.

(5) Projects which a public agency rejects or disapproves.

(6) Actions undertaken by a public agency relating to any thermal powerplant site or facility, including the expenditure, obligation, or encumbrance of funds by a public agency for planning, engineering, or design purposes, or for the conditional sale or purchase of equipment, fuel, water (except groundwater), steam, or power for a thermal powerplant, if the powerplant site and related facility will be the subject of an environmental impact report, negative declaration, or other document, prepared pursuant to a regulatory program certified pursuant to Section 21080.5 , which will be prepared by the State Energy Resources Conservation and Development Commission, by the Public Utilities Commission, or by the city or county in which the powerplant and related facility would be located if the environmental impact report, negative declaration, or document includes the environmental impact, if any, of the action described in this paragraph.

(7) Activities or approvals necessary to the bidding for, hosting or staging of, and funding or carrying out of, an Olympic games under the authority of the International Olympic Committee, except for the construction of facilities necessary for the Olympic games.

(8) The establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of (A) meeting operating expenses, including employee wage rates and fringe benefits, (B) purchasing or leasing supplies,

no substantial evidence, in light of the whole record before the lead agency, that the project, as revised, may have a significant effect on the environment.

(d) If there is substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment, an environmental impact report shall be prepared.

(e)(1) For the purposes of this section and this division, substantial evidence includes fact, a reasonable assumption predicated upon fact, or expert opinion supported by fact.

(2) Substantial evidence is not argument, speculation, unsubstantiated opinion or narrative, evidence that is clearly inaccurate or erroneous, or evidence of social or economic impacts that do not contribute to, or are not caused by, physical impacts on the environment.

(f) As a result of the public review process for a mitigated negative declaration, including administrative decisions and public hearings, the lead agency may conclude that certain mitigation measures identified pursuant to paragraph (2) of subdivision (c) are infeasible or otherwise undesirable. In those circumstances, the lead agency, prior to approving the project, may delete those mitigation measures and substitute for them other mitigation measures that the lead agency finds, after holding a public hearing on the matter, are equivalent or more effective in mitigating significant effects on the environment to a less than significant level and that do not cause any potentially significant effect on the environment. If those new mitigation measures are made conditions of project approval or are otherwise made part of the project approval, the deletion of the former measures and the substitution of the new mitigation measures shall not constitute an action or circumstance requiring recirculation of the mitigated negative declaration.

(g) Nothing in this section shall preclude a project applicant or any other person from challenging, in an administrative or judicial proceeding, the legality of a condition of project approval imposed by the lead agency. If, however, any condition of project approval set aside by either an administrative body or court was necessary to avoid or lessen the likelihood of the occurrence of a significant effect on the environment, the lead agency's approval of the negative declaration and project shall be invalid and a new environmental review process shall be conducted before the project can be reapproved, unless the lead agency substitutes a new condition that the lead agency finds, after holding a public hearing on the matter, is equivalent to, or more effective in, lessening or avoiding significant effects on the environment and that does not cause any potentially significant effect on the environment.

California LEGISLATIVE INFORMATION

GOVERNMENT CODE - GOV
TITLE 5. LOCAL AGENCIES [50001 - 57550] *(Title 5 added by Stats. 1949, Ch. 81.)*
DIVISION 1. CITIES AND COUNTIES [50001 - 52203] *(Division 1 added by Stats. 1949, Ch. 81.)*
PART 1. POWERS AND DUTIES COMMON TO CITIES AND COUNTIES [50001 - 51298.5] *(Part 1 added by Stats. 1949, Ch. 81.)*
CHAPTER 1. General [50001 - 50290] *(Chapter 1 added by Stats. 1949, Ch. 81.)*
ARTICLE 2. Powers and Duties of Legislative Bodies [50020 - 50033] *(Article 2 added by Stats. 1949, Ch. 81.)*

50022.3.
After the first reading of the title of the adopting ordinance and of the title of the code to be adopted thereby, and of the title of the secondary codes therein adopted by reference, the legislative body shall schedule a public hearing thereon. Notice of the hearing shall be published pursuant to Section 6066 in a newspaper of general circulation in or nearest to the adopting local agency. If there is no such newspaper in the county the notice shall be posted in the same manner as provided for the posting of a proposed ordinance. The notice shall state the time and place of the hearing. It shall also state that copies of the primary code and also copies of the secondary codes, if any, being considered for adoption, are on file with the clerk of the legislative body, and are open to public inspection. The notice shall also contain a description which the legislative body deems sufficient to give notice to interested persons of the purpose of the ordinance and the subject matter thereof.

California LEGISLATIVE INFORMATION

14 CA ADC § 15268BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS
Barclays Official California Code of Regulations
Title 14. Natural Resources
Division 6. Resources Agency
Chapter 3. Guidelines for Implementation of the California Environmental Quality Act
Article 18. Statutory Exemptions
14 CCR § 15268

§ 15268. Ministerial Projects.

(a) Ministerial projects are exempt from the requirements of CEQA. The determination of what is "ministerial" can most appropriately be made by the particular public agency involved based upon its analysis of its own laws, and each public agency should make such determination either as a part of its implementing regulations or on a case-by-case basis.

(b) In the absence of any discretionary provision contained in the local ordinance or other law establishing the requirements for the permit, license, or other entitlement for use, the following actions shall be presumed to be ministerial:

(1) Issuance of building permits.

(2) Issuance of business licenses.

(3) Approval of final subdivision maps.

(4) Approval of individual utility service connections and disconnections.

(c) Each public agency should, in its implementing regulations or ordinances, provide an identification or itemization of its projects and actions which are deemed ministerial under the applicable laws and ordinances.

(d) Where a project involves an approval that contains elements of both a ministerial action and a discretionary action, the project will be deemed to be discretionary and will be subject to the requirements of CEQA.

Note: Authority cited: Section 21083, Public Resources Code. Reference: Section 21080(b)(1), Public Resources Code; Day v. City of Glendale, 51 Cal. App. 3d 817.

HISTORY

1. Change without regulatory effect amending Note filed 10-6-2005 pursuant to section 100, title 1, California Code of Regulations (Register 2005, No. 40).

This database is current through 9/13/19 Register 2019, No. 37

14 CCR § 15268, 14 CA ADC § 15268

County Executive Office

Memorandum

RECEIVED
2025 OCT 30 PM 2:14
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

October 29, 2025

To: Clerk of the Board of Supervisors

From: Jamie Newton, Chief Human Resources Officer

Concur: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.10.30 14:05:01 -07'00'

Subject: Request for a Supplemental Closed Session on November 4, 2025 SCS1

For the November 4, 2025, meeting of the Board of Supervisors, the Human Resource Services Department requests a supplemental closed session regarding the appointment of a public employee be added to the Agenda:

Accordingly, please prepare the Agenda item to read:

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

Title: 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

October 29, 2025

To: Clerk of the Board of Supervisors

From: Jamie Newton, Chief Human Resources Officer

Concur: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.10.30 14:04:42 -07'00'

RECEIVED
2025 OCT 30 PM 2:14
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Subject: Request for a Supplemental Closed Session for November 4, 2025 SCS2

For the November 4, 2025, meeting of the Board of Supervisors, the Human Resource Services Department requests a supplemental closed session regarding the appointment of a public employee be added to the Agenda:

Accordingly, please prepare the Agenda item to read:

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

Agency Negotiator: Jamie Newton

Unrepresented Employee: 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

RECEIVED
2025 OCT 30 PM 3:01
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

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 3
November 4, 2025

MEMORANDUM

October 30, 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, November 4, 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: *Jeremy Holloway v. County of Orange, et al,*
> United States District Court Case No. 8:19-cv-01514-DOC-DFM.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:mjf

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

RECEIVED
2025 OCT 30 PM 3:01
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

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 4
November 4, 2025

MEMORANDUM

October 30, 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, November 4, 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: *D.R. v. County of Orange*,
> Orange County Superior Court Case No. 30-2022-01263856-CU-PA-CJC.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:mjf

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