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*.

December 16, 2025

DISCUSSION

13. Deleted

18. Revised Title to read:
John Wayne Airport - Award *aggregate* job order contracts to various contractors for general contracting services, one-year term ~~($3,000,000 each;~~ aggregate total $9,000,000); award job order contracts to various contractors for electrical services, one-year term (~~$1,000,000 each;~~ aggregate total $2,000,000); adopt August 2025 Job Order Contract Unit Price Book - Constructions Task Catalog and Technical Specifications; authorize return of bid guarantees; and authorize Director or designee to make minor amendments under certain conditions and execute contracts - District 5 (Continued from 12/2/25, Item 25)

15. Continued to 1/13/26, 9:30 a.m.

19. Continued to 1/13/26, 9:30 a.m.

22. Revised Title to read:
County Executive Office - Approve recommended positions on introduced or amended legislation and/or consider other legislative subject matters*; add new Policy Statement to County's 2025-26 Legislative Platform on Murphy Conservatorship Reform, continue working with state and local stakeholders and provide regular status updates to the Board; and consider 2026 County sponsored legislation proposals* - All Districts

23. Revised Title to read:
County Executive Office - Receive and file 2025 Strategic Financial Plan and OC CARES Annual Report, FY 2024-25; approve Real Estate Development Policy; ~~and~~ approve Orange County Investment Policy*; authorize County Executive Officer or designee to delete vacant positions and amend master position control; and approve amended Debt Management Policy* - All Districts

Document last updated: 12/15/2025 2:14 PM

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*.

26. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted *by Health Care Agency OC Community Resources and District Attorney; approve retroactive grant applications/awards submitted by OC Public Works and Sheriff-Coroner, and ratify grant application/award submitted by Social Services Agency* in 12/16/25 grant report and other actions as recommended*; adopt resolution approving State Standard Agreement CF-2223-22, Amendment 4 with California Department of Aging for Older Americans Act Programs, and accepting additional Supplemental Nutrition Assistance Program Education/CalFresh Healthy Living Program, 10/1/25 - 9/30/26 ($100,330; cumulative total $2,111,669); adopt resolution authorizing Director of Public Works or designee to execute and submit application for Cow Camp Road Completion Project to Orange County Transportation Authority for funding under Comprehensive Transportation Funding Programs; adopt resolution authorizing Director of OC Public Works or designee to submit Regional Traffic Signal Synchronization Program application for Oso Parkway/Pacific Drive/Glenwood Drive Improvement Program; adopt resolution authorizing Sheriff-Coroner or designee to complete and execute Agreement for Transfer of Equipment/Services with California Office of Emergency Services for Grant Year 2024 Urban Area Security Initiative Program and related documents and amendments; adopt resolutions authorizing District Attorney or stated designees to take any actions and execute related documents with State of California Office of Emergency Services for Victim/Witness Assistance Program ($3,243,868), Human Trafficking Advocate Program ($147,000) and Unserved/Underserved Victim Advocacy and Outreach Program ($196,906); and making California Environmental Quality Act (CEQA) exemption findings under CEQA guidelines section 15061(b)(3)* - All Districts

28. Continued to 1/13/26, 9:30 a.m.

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

Items: 18, 22, 23 and 26

Supplemental Item(s)

S28A. **Supervisor Wagner** - Orange County Cemetery District – Reappoint Raymond Schnell, Tustin, for term ending 1/7/30

S28B. **OC Community Resources** - Approve amended and restated Memorandum of Understanding (MOU) with Orange County Housing Finance Trust for administrative services to support Orange County Housing Finance Trust's ongoing operations, beginning 1/1/26; and authorize County Executive Officer or designee to execute MOU and make non-substantive changes under certain conditions - All Districts

S28C. **Sheriff-Coroner** - Adopt resolution approving Orange County Domestic Well Drought Resiliency Plan; and approve Letter of Promulgation – All Districts

S28D. **Vice Chair Foley** - Adopt resolution opposing 5-year plan expanding new offshore oil drilling; collect public comment; and direct County Executive Office, Legislative Affairs to submit resolution and public comment to Bureau of Ocean Energy Management

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S28E. **Vice Chair Foley** - Approve Irvine-Laguna Wildlife Corridor Partner Charter

S28F. **County Executive Office** - Approve contract MA-017-26010686 with Volunteers of America of Los Angeles for prevention and shelter diversion, 12/16/25 - 6/30/27 ($1,140,128); renewable for three and a half 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

S28G. **County Executive Office** - Approve contract MA-017-26010683 with American Family Housing for permanent housing solutions, 12/16/25 - 6/30/27 ($2,842,034); and authorize County Procurement Officer or Deputized designee to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract - Districts 1 and 5

S28H. **County Executive Office** - Approve contract MA-017-26010684 with Friendship Shelter, Inc. for services coordination for individuals and transitional aged youth in South Service Planning Area, 12/16/25 - 6/30/27 ($1,033,205); approve contract MA-017-26010690 with Orangewood Foundation for services coordination for transitional aged youth in North and Central Service Planning Areas, 12/16/25 - 6/30/27 ($949,240); approve contract MA- 017-26010689 with The Hub OC for services coordination for individuals and families in North and Central Service Planning areas, 12/16/25 - 6/30/27 ($1,200,000); each 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 contracts - All Districts

S28I. **County Executive Office** - Approve contract MA-017-26010651 with The Salvation Army for emergency shelter operations and services at Placentia Navigation Center, 12/16/25 - 6/30/26 ($979,545); approve amendment 3 to contract MA-017-23010185 with Mercy House Living Centers for emergency shelter operations and services for individuals in North Service Planning areas, term ending 6/30/27 ($1,469,318; cumulative total $2,219,318); and authorize County Procurement Officer or Deputized designee to execute contract and amendment - District 4

S28J. **OC Public Works** - Appoint Lily Sandberg as Orange County Surveyor - All Districts

S28K. **County Executive Office** - Approve grant agreements with various organizations for 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, 1/1/26 - 12/31/26 (total funding $1,881,041); and authorize County Procurement Officer or Deputized designee to make changes under certain conditions and execute agreements - All Districts

S28L. **Supervisor Sarmiento** - Approve reallocation of $150,000 unspent Second District discretionary funds to Pathways of Hope to support a second year of Weather-Activated Response for Motels Program; 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: 12/15/2025 2:14 PM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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S28M. **Supervisor Sarmiento** - Approve sponsorship of various nonprofit entities from Second District events funds; approve addition or revision of events to FY 2025-26 County Events Calendar; make related findings under Government Code Section 26227; and authorize Auditor-Controller to make related payments

S28N. **Supervisor Wagner** - Approve allocation of $75,000 from Third District discretionary funds to El Rodeo Rescue to support establishment of Orange County Animal Rescue Team; 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

SCS1. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION - Pursuant to Government Code Section 54956.9(d)(2): Number of Cases: Multiple

SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Clarisse Magtoto v. County of Orange, Orange County Superior Court Case No. 30-2022-01241335, Amy Tallakson v. County of Orange, Orange County Superior Court Case No. 30-2022-01241346, Shabnum Azizi v. County of Orange, Orange County Superior Court Case No. 30-2022-01232544, Mallory Miller v. County of Orange, Orange County Superior Court Case No. 30-2022-01252436, Bethel Cope-Vega v. County of Orange, Orange County Superior Court Case No. 30-2022-01252452, Mohammad Abuershaid v. County of Orange, Orange County Superior Court Case No. 30-2022-01243989, and Tracy Miller v. County of Orange et al., Orange County Superior Court Case No. 30-2022-01262015

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Continuation or Deletion Request

NA for KF

Date: **12/15/2025**

To: Clerk of the Board of Supervisors

From: **Vice Chair Katrina Foley, Fifth District**

Re: ASR Control #: 25-000925, Meeting Date 12/16/25 Agenda Item No. # 13

Subject: **Approve 2026 Statement of Investment Policy and Investment Authority Delegation**

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

Comments:

☒ Request deletion of Agenda Item No. # 13

Comments:

RECEIVED
2025 DEC 12 AM 8:55
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Continuation or Deletion Request

Date: **12/16/2025**

To: Clerk of the Board of Supervisors

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

Re: ASR Control #: 25-000811, Meeting Date 12/16/25 Agenda Item No. # 15

Subject: **Approve Contract for Marketing and Public Relations Services**

☒ Request to continue Agenda Item No. # 15 to the 1/13/2026 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:

Docusign Envelope ID: B10BEB09-C23D-4924-A5EE-E201339CBBAA

Revision to ASR and/or Attachments

RECEIVED
2025 DEC 10 PM 3:09
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Digitally signed by Michelle Aguirre
Date: 2025.12.10 14:45:11 -08'00'

Initial CR

Date: 12/10/2025

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: **Charlene Reynolds, Airport Director, John Wayne Airport**

Re: ASR Control #: 25-000792, Meeting Date 12/16/2025, Item No. #18

Subject: Award Job Order Contracts for General Contracting and Electrical Services

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Explanation:

Per the Board of Supervisors' direction at the December 2, 2025, Board Meeting, John Wayne Airport is revising Recommended Actions one and two, background, and Attachments A through E.

☒ Revised Recommended Action(s)

1. Award Aggregate Job Order Contracts for General Contracting Services ~~in~~ with an annual ~~amount~~ not-to-exceed ~~$3,000,000 per contractor for an~~ aggregate contract amount of $9,000,000, for a one-year term effective upon execution of contracts, with the following contractors:
   a. Prime ENC, Inc.
   b. MIK Construction, Inc.
   c. Harry H. Joh Construction, Inc.

2. Award Aggregate Job Order Contracts for Electrical Services ~~in~~ with an annual ~~amount~~ not-to-exceed ~~$1,000,000 per contractor for an~~ aggregate contract amount of $2,000,000, for a one-year term effective upon execution of the contracts, with the following contractors:
   a. Amtek Construction
   b. ABM Electrical & Lighting Solutions, Inc.

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

Revise paragraph two as follows:

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Contractors were sought for General Contracting Services, with a cumulative ~~each contract allowing a~~ capacity not to exceed $~~3~~9 million, and for Electrical Services, with ~~each contract allowing~~ a cumulative capacity not to exceed $~~1~~2 million. Contractors that submitted the lowest composite price adjustment factors are recommended to the Board for award.

Revise paragraph seven as follows:
JWA is requesting Board approval to award Job Order Contracts to the above-mentioned firms. The cumulative maximum capacity for the three General Contracting Services contracts will not exceed a total of $9 million over their respective one-year term~~s~~. The cumulative maximum capacity for the two Electrical Services contracts will not exceed a total of $2 million over their respective one-year term~~s~~.

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

Attachment A – Contract MA-280-26010006 with Prime ENC, Inc. (Redline and Revised)
Attachment B – Contract MA-280-26010006 with MIK Construction, Inc. (Redline and Revised)
Attachment C – Contract MA-280-26010006 with Harry H. Joh Construction Inc. (Redline and Revised)
Attachment D – Contract MA-280-26010007 with Amtek Construction (Redline and Revised)
Attachment E – Contract MA-280-26010007 with ABM Electrical & Lighting Solutions, Inc. (Redline and Revised)

AGGREGATE JOB ORDER CONTRACT (JOC) *MA-280-26010006*

FOR

GENERAL CONTRACTING SERVICES

This Aggregate Job Order Contract **MA-280-26010006** for General Contracting Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange ("County"). ~~, John Wayne Airport,~~ a political subdivision of the State of California, ~~("County")~~ acting through its department John Wayne Airport, and ***Prime ENC, Inc.***, ("Contractor"), which are sometimes individually referred to as "Party,"~~,~~ or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this Aggregate Contract for General Contracting Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for General Contracting Services as set forth herein, and Contractor has represented that it is qualified and capable to provide General Contracting Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide General Contracting Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.
2. Board of Supervisors: The governing body of the County of Orange.
3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.
4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.
6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide General Contracting Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective December 18, 2025 if executed with all necessary signatures by this date, or upon the date of execution of all necessary signatures if execution occurs after December 18, 2025 ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

3. **Aggregate Contract**: This is an Aggregate Contract with **Harry H. Joh Construction, Inc, MIK Construction** and **Prime ENC, Inc,** with an Aggregate Contract Amount not to exceed $9,000,000, for a one-year term effective upon execution of the contracts. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

~~2.~~

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3. **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.

4.

4.5. **County's Representatives:**

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A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with

the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

~~5.~~6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

~~6.~~7. **Usage:** Unless otherwise specified herein, 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.

~~7.~~8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

~~8.~~9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

~~9.~~10. **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.

~~10.~~11. **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.

~~11.~~12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

~~12.~~13. **Title to Data:** 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.

~~13.~~14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual

information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

~~14.~~15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

~~15.~~16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

~~16.~~17. **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.

~~17.~~18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

~~18.~~19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if

required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

~~19.~~20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

~~20.~~21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

~~21.~~22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

~~22.~~23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

~~23.~~24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the

entire construction Work, except for any completed unit of construction thereof which until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

~~24.~~25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's

security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID

Badge prior to fulfilling an independent shift assignment.

7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.

8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00

9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

~~25.~~26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

~~26.~~27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

~~27.~~28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

~~28.~~29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable

Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

~~29.~~30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

~~30.~~31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

~~31.~~32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and 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.

~~32.~~33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

~~33.~~34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

C. Terminate the Contract immediately without penalty.

~~34.~~35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

~~35.~~36. **Prevailing Wage**:

A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall

not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

~~36.~~37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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.

C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the

sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Contractor is required to insert the above paragraphs (1) through (6) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

~~37.~~38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

~~38.~~39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300 and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

~~39.~~40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

~~40.~~41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500

Greater Than $100,000 Up to $500,000	$1,000
Greater Than $500,000 Up to $1,000,000	$5,000
Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

~~41.~~42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

~~42.~~43. **Subcontractors:**

A. 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.

B. 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 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.

C. List of Subcontractors: Contractor shall list all Subcontractors, as part of the Quote, as provided for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

~~43.~~44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built"

record set of drawings. In addition, the Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

~~44.~~45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

~~45.~~46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

~~46.~~47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

~~47.~~48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or

board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

~~48.~~49. **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 County's Project Manager and Contractor's Project Manager 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.

County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason**,** Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
Jmason@ocair.com

Contractor: Prime ENC, Inc.
Attn: Caleb Lee
2629 W Woodland Dr.
Anaheim, CA 92801
714-502-4843
Info@primeencinc.com

~~49.~~50. **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 trial to another County.

~~50.~~51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

~~51.~~52. **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.

~~52.~~53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

~~53.~~54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents industry standards, and manufacturers' recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period on Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent

of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the date of and to the extent specified in a notice of termination and shall require sub-consultants to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	$1,000,000 combined signal limit each accident
Automobile Liability including coverage for for owned or scheduled, non-owned and hired vehicles	$5,000,000 combined signal limit each accident *when accessing the Air Operations Area (AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, 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:

1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***
2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3) A Products and Completed Operations endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.
4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $3,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $3,000,000, guaranteeing the faithful performance of the Contract; If at any time the value of the total task orders is expected to exceed $3,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

    The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

    If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

    If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

    If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

    Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

68. **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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

78. **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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

    Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

PRIME ENC, INC.,
a *California* Corporation

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____ By_____

Print
Name_____

Title _____

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide General Contracting Services under this Job Order Contract on an "as-needed" basis. No specified amount of work is guaranteed to the Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. General Contracting Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025 (to be available for download after the Pre-Bid Meeting).

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for General Contracting Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. .Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5

III. ORDERING PROCEDURES:

A. Joint Scope Meeting and Job Order Development:

County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

C. Quote Development

Contractor Quote shall be comprised of the following elements:

1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor.

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three (3) independent quotes for all materials.

      Total for Non-Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

      Subcontractor performed duties

      If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three (3) independent quotes for the work.

D = Lowest of three (3) Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day.
3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.
4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and

approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;
2. Will not produce finished work in accordance with the terms of the Contract; or
3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed, notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job

Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

1. Quote Submittal

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.
3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).

4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)

Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting

No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction

Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.
    a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.
    b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
    c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars ($50.00) for each log and deduct from the Contractor's payment request, for each day the Contractor

does not provide the documentation.

6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further,

Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection, County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction

BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

A copy of these documents may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.
3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas
        v. Discharge locations
        vi. Sampling locations

vii. Areas of soil disturbance (temporary or permanent)

viii. Active areas of soil disturbance (cut or fill)

ix. Locations of all runoff BMPs

x. Locations of all erosion control BMPs

xi. Location of all sediment control BMPs

xii. ATS locations (if applicable)

xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed

xiv. Locations of all post construction BMPs

xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

   The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

   NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

   Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

   The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

   The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

   The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

   http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

   The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party (LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

i. The Standard Risk Assessment includes utilization of the following:

1) Receiving water Assessment Interactive map

2) EPA Rainfall Erosivity Factor Calculator Website

3) Sediment Risk interactive map

4) Sediment sensitive water bodies list

ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class B** Contractor's license issued by the California State Contractor's License Board.

I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract, and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is

required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged. Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 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, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per

month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for General Contracting Services , as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits set forth Public Contract Code §20128.5. The County shall have no obligation to pay any sum in excess of the Total Aggregate Contract Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area.

1.2200
Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area.

1.0000
Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.5000
Utilize four decimal places

FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.0800
Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.7000
Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.4000
Utilize four decimal places

B. TOTAL AGGREGATE CONTRACT AMOUNT SHALL NOT EXCEED (Aggregate Amount between three (3) contractors**):** ..... **$~~93~~,000,000**

III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and

2. All as-built prints and record drawings; and

3. All operation and maintenance manuals; and

4. All badges, keys and security entry cards; and

5. Conducted all required training for County Personnel;

6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied, and is directly proportional to the amount of the payment currently requested.

2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.

3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.

4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.

5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.

6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.

7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.

9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <TBD>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

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AGGREGATE JOB ORDER CONTRACT (JOC) ***MA-280-26010006***

FOR

GENERAL CONTRACTING SERVICES

This Aggregate Job Order Contract **MA-280-26010006** for General Contracting Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange ("County"), a political subdivision of the State of California, acting through its department John Wayne Airport, and ***Prime ENC, Inc.***, ("Contractor"), which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this Aggregate Contract for General Contracting Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for General Contracting Services as set forth herein, and Contractor has represented that it is qualified and capable to provide General Contracting Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide General Contracting Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.

2. Board of Supervisors: The governing body of the County of Orange.

3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.

4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.

6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

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7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

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22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide General Contracting Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective upon the date of execution of all necessary signatures ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

3. **Aggregate Contract**: This is an Aggregate Contract with **Harry H. Joh Construction, Inc, MIK Construction** and **Prime ENC, Inc,** with an Aggregate Contract Amount not to exceed $9,000,000, for a one-year term effective upon execution of the contracts. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

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4. **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.

5. **County's Representatives:**

   A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

   B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

   C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

   D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

   E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

   F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

   G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

   H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

   I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

   J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

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K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

7. **Usage:** Unless otherwise specified herein, 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.

8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and

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excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

10. **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.

11. **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.

12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

13. **Title to Data:** 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.

14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

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15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

17. **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.

18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors

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to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

    Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

    The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

    Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

    Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which until completion

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and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History

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Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.

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7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

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4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable

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Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

    The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

    The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

    In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

    If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

    C. Terminate the Contract immediately without penalty.

35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

36. **Prevailing Wage**:

    A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

    B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

    C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

    D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This

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project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California,

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the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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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C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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Contractor is required to insert the above paragraphs (1) through (6) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will

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provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300 and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500
Greater Than $100,000	$1,000

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Up to $500,000	
Greater Than $500,000 Up to $1,000,000	$5,000
Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

43. **Subcontractors:**

A. 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.

B. 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

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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.

C. List of Subcontractors: Contractor shall list all Subcontractors, as part of the Quote, as provided for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor’s own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, the Contractor shall keep on the site a copy of each

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manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the

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Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

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viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public

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entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

49. **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 County's Project Manager and Contractor's Project Manager 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

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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.

County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason, Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
Jmason@ocair.com

Contractor: Prime ENC, Inc.
Attn: Caleb Lee
2629 W Woodland Dr.
Anaheim, CA 92801
714-502-4843
Info@primeencinc.com

50. **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 trial to another County.

51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

52. **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.

53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance

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with the requirements of the Contract Documents industry standards, and manufacturers' recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period on Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee

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indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential

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damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the date of and to the extent specified in a notice of termination and shall require sub-consultants to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

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Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	$1,000,000 combined signal limit each accident
Automobile Liability including coverage for for owned or scheduled, non-owned and hired vehicles	$5,000,000 combined signal limit each accident *when accessing the Air Operations Area (AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, 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:

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1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

3) A Products and Completed Operations endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.

4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $3,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $3,000,000, guaranteeing the faithful performance of the Contract; If at any time the value of the total task orders is expected to exceed $3,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected

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total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

68. **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

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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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

78. **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

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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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

    Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

PRIME ENC, INC.,
a *California* Corporation

Date: 12/9/2025

By Signed by: Inock Lee 6DB1C6DC73FF4E8...
Signature

Inock Lee President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 12/9/2025

By DocuSigned by: CA0685E1C42448C...
Signature

Ted Lee Secretary
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By_____

Print
Name_____

Title _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: DocuSigned by: Christine Nguyen 26F9D76C929A49E...
Deputy

Date: 12/9/2025

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ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide General Contracting Services under this Job Order Contract on an "as-needed" basis. No specified amount of work is guaranteed to the Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. General Contracting Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025 (to be available for download after the Pre-Bid Meeting).

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for General Contracting Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. .Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5

III. ORDERING PROCEDURES:

A. Joint Scope Meeting and Job Order Development:

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County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

C. Quote Development

Contractor Quote shall be comprised of the following elements:

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1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor.

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three (3) independent quotes for all materials.

      Total for Non-Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

      Subcontractor performed duties

      If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three (3) independent quotes for the work.

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D = Lowest of three (3) Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

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a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.

2. Increase the number of working hours per shift, shifts per working day.

3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.

4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and

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approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;
2. Will not produce finished work in accordance with the terms of the Contract; or
3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed, notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job

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Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

1. Quote Submittal

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.
3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).

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4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)

Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting

No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction

Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.
    a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.
    b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
    c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars ($50.00) for each log and deduct from the Contractor's payment request, for each day the Contractor

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does not provide the documentation.

6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

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Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further,

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Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection, County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction

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BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

A copy of these documents may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

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2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.
3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas
        v. Discharge locations
        vi. Sampling locations

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vii. Areas of soil disturbance (temporary or permanent)
viii. Active areas of soil disturbance (cut or fill)
ix. Locations of all runoff BMPs
x. Locations of all erosion control BMPs
xi. Location of all sediment control BMPs
xii. ATS locations (if applicable)
xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed
xiv. Locations of all post construction BMPs
xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party (LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

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The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

i. The Standard Risk Assessment includes utilization of the following:

1) Receiving water Assessment Interactive map

2) EPA Rainfall Erosivity Factor Calculator Website

3) Sediment Risk interactive map

4) Sediment sensitive water bodies list

ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

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G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class B** Contractor's license issued by the California State Contractor's License Board.

I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract, and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is

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required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged. Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 days after the stop Work order is delivered to

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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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 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, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

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Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under

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any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

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ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for General Contracting Services , as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits set forth Public Contract Code §20128.5. The County shall have no obligation to pay any sum in excess of the Total Aggregate Contract Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area.

1.2200

Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area.

1.0000

Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.5000

Utilize four decimal places

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FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.0800

Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.7000

Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.4000

Utilize four decimal places

B. **TOTAL AGGREGATE CONTRACT AMOUNT SHALL NOT EXCEED (**Aggregate Amount between three (3) contractors**)::** **$9,000,000**

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III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and
2. All as-built prints and record drawings; and
3. All operation and maintenance manuals; and
4. All badges, keys and security entry cards; and
5. Conducted all required training for County Personnel;
6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an

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acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied, and is directly proportional to the amount of the payment currently requested.

2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.

3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.

4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.

5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.

6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.

7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.

9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

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H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <TBD>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

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Attachment C

CALM Procedures

The CALM (Coordination and Logistics Management) Team's goal *is to minimize construction-related impacts to passenger service and tenants while maintaining a positive guest experience*. Starting at the Planning stage, CALM utilizes a Program Master Schedule and GIS database to capture project dates and locations for all projects undertaken at John Wayne Airport. The CALM Team conducts time and space management and tracks all projects including CIP (Airside, Landside and Terminals), Tenant, Commercial and Revenue Management, Maintenance, Information Technology, and Operations. The CALM team will review projects through the design phase prior to construction to ensure program phasing will limit impacts to operations and customer service.

The Project submittals will include the following:

a) Proposed Project Schedule
b) Project Phasing Plan
c) Site Logistics Plan
d) USR (Utility Shutdown Requests) /LSR (Location Shutdown Requests)

Each project is tracked from its inception through construction completion, to insure efficient sequencing of multiple projects competing for the same time and space resources. A "Notice to Proceed" for the project will not be granted until the Applicant's submittals have been approved.

For questions regarding the CALM Program please contact:

Don Chinery at dchinery@ocair.com (310.614.1905)

CALM submittal requirements

Below is an outline of the required CALM Submittals:

1. The Applicant must submit the following information:

    a. Project Schedule
    b. Physical location/Map
    c. Scope of the project.

    With this information, the CALM Team will be able to identify any conflicts, or impacts with time and space coordination.

2. Due to the large number of construction projects taking place, appropriate project sequencing is of critical importance to JWA. The contractor shall notify the JWA Project Sponsor of any cost/schedule changes that differ from previous submitted documents. Failure to notify the JWA Project Sponsor of any schedule change, may adversely affect the contractors ability to commence/complete the project.

3. The Contractor must notify the JWA Project Sponsor, who in turn, will notify CALM when they plan to submit their Logistical Work Plan. Please be mindful that each submittal review, and/or resubmit may take a minimum of seven working days per review.

4. Prior to the Applicant receiving a Notice to Proceed (NTP), the Applicant shall have an approved Logistical Work Plan consisting of, but not limited to the following:

    a. Updated Construction Schedule

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b. Site Logistics Plan
c. Temporary Barricade Plan
d. Temporary Construction Signage Plan
e. Project Phasing Document
f. Haul Routes
g. Construction Stock piles/Laydown Areas

To facilitate the submittal process of the required documents, the Site Logistics & Project Phasing Checklist is required to be completed and submitted with the Logistical Work Plan. Please incorporate the checklist directly on site logistics work plan.

5. After NTP, and during all phases of construction, the Contractor shall not deviate from the approved Logistical Work Plan. The Contractor must resubmit any changes to the Logistical Plan to the JWA Project Sponsor for final approval.

Project Phasing Plan

1. The Applicant shall submit a Project Phasing Document, defining each specific work area (Phase) into which the overall project is divided. A Project Phasing Document is required for any project with one or more phases of work. A Project Phasing Document and a fully documented Logistical Work Plan Checklist shall be approved by JWA prior to issuance of a Notice to Proceed. The document shall be developed in accordance with the following criteria.

    a) Written description of the work to be accomplished within each phase.

    b) Breakdown the physical elements of the project to accurately reflect the progression of work, sequenced in accordance with the project schedule.

    c) Include dates for proposed work, daily work hours, and Emergency 24 hour contact information for each phase.

    d) The document shall be flexible in its ability to describe real-time updates and shall be updated as required to ensure stakeholders are fully informed of revisions as they occur.

    e) The document shall be consistent with the overall Project Schedule.

2. The description of each Phase shall address the following as a minimum.

    a) Location of barricades, partitions, covered walkways, stairs, scaffolding, work platforms, etc. which are designed to separate construction activities from ongoing operational areas and mitigate disruptions to passenger and other stakeholder traffic flows.

    b) Identify security provisions

    c) Identify emergency personnel provisions

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d) Emergency evacuation routes

e) Identify egress analysis and Occupancy Load calculations for each phase of the construction

f) Identify the means for public and worker health and safety protection

g) Identify any relocation and definition of temporary facilities required to maintain ongoing operations

h) State the means for maintenance of fire/life safety systems

i) State applicable construction restrictions during special events and holidays

j) Identify locations for material stockpiling and staging

k) Identify Locations and related work zones for worker/material handling equipment

l) Identify the plan for rubbish removal, including location of trash bins

m) Identify modification and maintenance of existing systems during construction

n) Identify temporary signage/way-finding needs and depict on drawings.

o) Identify Stakeholder relocations

p) Show routing of temporary utilities, lines, and points of tie-in

q) Identify temporary facilities

r) Identify means for dust/dirt/debris mitigation

s) Identify means for construction noise mitigation

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Site Logistics Plan

As part of the Logistics Work Plan, the Applicant shall submit a proposed Site Logistics Plan. A Site Logistics Plan and a fully documented Logistical Work Plan Checklist, shall be approved by JWA prior to issuance of a Notice to Proceed. At a minimum, the plan shall address the following information:

a) Identify point of entrance locations and traffic routes for movement of the contractor's equipment, materials and workers to the work

b) Incorporate Escort provisions including conformance with LAWA and TSA regulations regarding allowable number and handling of un-badged personnel

c) Define alterations to existing facilities/infrastructure

d) Locate on plans, construction zone accommodation of vehicular and aircraft traffic including signage, traffic stripping, flagging, temporary closures, barricades, and detours

e) Locate on plans, provisions and plans for worker parking

f) Locate on plans, the staging/laydown areas for construction equipment, trash/debris receptacles, and material storage and protection

g) Locate on plans, temporary facilities including trailers, and dumpsters.

h) Identify locations and related work zones for worker/material handling equipment such as cranes, and lifts

i) Provide emergency vehicle access provisions

j) Provide emergency evacuation routes

k) Provisions for protection of private and public properties, including leased properties on site, if applicable

l) Identify security provisions

m) Locate on plans, fencing and enclosure provisions

n) Identify location of off-site, project-related facilities

o) Identify on-site parking provisions if applicable.

p) Emergency contacts posted on plan

q) Define work shifts and corresponding working hours

r) Show routing of temporary utility lines and points of tie-ins

s) Show provisions for reclamation of areas disturbed by the contractor

t) Provide plans and actions taken to comply with environmental requirements and permits

u) Identify the means for dust/dirt/debris mitigation

v) Identify the means for construction noise mitigation

w) Incorporate coordination and accommodation of stakeholders impacted by the work

x) Incorporate coordination with other contractors impacted by or impacting the work

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CALM Shutdown Coordination Center

JWA established the CALM Shutdown Control Center (SCC) to coordinate all Utility Shutdown Requests (USR) and Location Shutdown Requests (LSR).

1. Utility Shutdown (USR) is any disruption or disconnection of a utility (including abandonment) of any system, subsystem, or branch for any length of time. This includes electrical, water, natural gas, fuel, fire alarm, security/ACAMS, sewer, communications, HVAC, and sprinkler. A utility shutdown is defined as a singular event; one turn off/one turn on. Utility Shutdowns cover the following:

    a. Electrical
    b. Water
    c. Natural Gas
    d. Fuel
    e. Fire Alarm
    f. Security/ACAMS
    g. Sewer
    h. Communications/ IT
    i. HVAC
    j. Sprinklers

2. Location Shutdown (LSR) is the closure of an area preventing normal activity for a set period of time. This includes all landside, airside, and terminal areas and is generally associated with the disruption of normal vehicle, pedestrian, and aircraft use or flow. Area shutdown is defined as a singular event; one shutdown of operation / one restoration of operation. Area Shutdowns include:

    a. Landside traffic closures
    b. Airside traffic closures (vehicle or aircraft)
    c. Terminal Area road closures
    d. Restrictions to Public Access (i.e. walkways, public access doors)
    e. Elevator/Escalator
    f. Restroom Closures
    g. Gate Closures

The Contractor is responsible to submit a new request 30 days in advance of proposed start date. This will identify any impacts to Airport Operations including Utility Shutdowns and Location Shutdowns. This will allow the Project Sponsor the time needed to review and coordinate the requests with the Primary Stakeholders. Incomplete documentation will delay the approval process of the USR/LSR and potentially impact the requested date(s). An email notification will be sent by the CALM SCC to indicate final approval.

LSR Review

- Identify Impacts (Facilities, Stakeholders, Operations)
- Gather Facts (Time, Duration, Purpose, Contacts)
- Determine Area
- Develop Mitigation Plan
- Review Contractor Work Plan

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LSR Submittal Process

The completed LSRs are submitted by the JWA Project Sponsor to the Shutdown Control Center for processing and tracking. Once a submittal is received, it is distributed to the LSR Approval Team to review any additional coordination and logistical needs. The requests are tracked through the CALM Shutdown Control Center tracking system.

- To guarantee LSR approval for on-time implementation, projects expected to have a large impact to stakeholders and other projects should plan on submitting a draft package which includes the LSR and a traffic control plan to the LSR Approval Team at least 30 days prior to expected implementation date. Some projects have been introduced at least 1-2 months in advance to allow for coordination and planning.

- LSRs are approved prior to project implementation and a complete LSR package should be submitted at least 30 days prior to the expected start date. In addition, a *site walk* is typically completed 2 weeks prior to give a better understanding to Airport Operations, CALM and the Project Management team of all field conditions.

CALM / LSR Requirements

A separate LSR is required for each area to be impacted.

- Complete the application in its entirety and attach any Completed/Approved Required documentation. Incomplete applications may be delayed for processing.
- This package shall describe all details related to the submitted Phasing Plan, Logistical Work Plan, and logistical checklist and will be updated as needed to ensure stakeholders are informed of revisions.

The Contractor shall submit an overall Phasing Plan with a baseline schedule.

- Within the task specific phasing plan, the contractor shall identify specific tasks, which will function as a sub phase to the overall Phasing Plan and schedule.
- If a Task Specific Phase has separate logistical needs, the contractor will be required to complete a Logistical Work Plan for each of those Task Specific Phases.
- The Logistical Work Plan shall include the following: Scope and description of work, a Communications Plan, identification of coordination plans with all contractor construction activities in the area, and identification of all permits.

LSR Revisions

An LSR Revision shall be submitted when an existing LSR changes in scope of work or dates are extended. For example – work will now be added to the project in a different location. Date extension requests shall be sent to the CALM SCC at least one week prior to LSR expiration date.

LSR Updates

An LSR Update shall be disseminated when an existing LSR has additional work, but the scope of work does not change and neither do the dates. Contractor shall submit addendums to the LSR to the SCC for any changes that affect the work area or airport operations. The SCC shall be notified when work is completed.

AGGREGATE JOB ORDER CONTRACT (JOC) *MA-280-26010408*

FOR

GENERAL CONTRACTING SERVICES

This Aggregate Job Order Contract **MA-280-26010408** for General Contracting Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, ("County"), ~~John Wayne Airport,~~ a political subdivision of the State of California, acting through its department John Wayne Airport~~, ("County")~~ and ***MIK Construction, Inc.***, ("Contractor"), which are sometimes individually referred to as "Party," ~~,~~ or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this Aggregate Contract for General Contracting Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for General Contracting Services as set forth herein, and Contractor has represented that it is qualified and capable to provide General Contracting Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide General Contracting Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.
2. Board of Supervisors: The governing body of the County of Orange.
3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.
4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.
6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide General Contracting Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective December 18, 2025 if executed with all necessary signatures by this date, or upon the date of execution of all necessary signatures if execution occurs after December 18, 2025 ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

3. **Aggregate Contract**: This is an Aggregate Contract with **Harry H. Joh Construction, Inc., MIK Construction** and **Prime ENC, Inc,** with an Aggregate Contract Amount not to exceed $9,000,000, for a one-year term effective upon execution of the contracts. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

~~2.~~

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~~3.~~4. **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.

~~4.~~5. **County's Representatives:**

A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with

the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

~~5.~~6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

~~6.~~7. **Usage:** Unless otherwise specified herein, 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.

~~7.~~8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

~~8.~~9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

~~9.~~10. **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.

~~10.~~11. **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.

~~11.~~12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

~~12.~~13. **Title to Data:** 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.

~~13.~~14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual

information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

~~14.~~15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

~~15.~~16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

~~16.~~17. **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.

~~17.~~18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

~~18.~~19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if

required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

~~19.~~20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

~~20.~~21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

~~21.~~22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

~~22.~~23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

~~23.~~24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the

entire construction Work, except for any completed unit of construction thereof which until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

~~24.~~25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's

security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5-hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID

Badge prior to fulfilling an independent shift assignment.

7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

~~25.~~26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

~~26.~~27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

~~27.~~28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

~~28.~~29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable

Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

~~29.~~30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

~~30.~~31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

~~31.~~32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and 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.

~~32.~~33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

~~33.~~34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

C. Terminate the Contract immediately without penalty.

~~34.~~35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

~~35.~~36. **Prevailing Wage**:

A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall

not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

~~36.~~37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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.

C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the

sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Contractor is required to insert the above paragraphs (1) through (6) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

~~37.~~38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

~~38.~~39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300 and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

~~39.~~40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

~~40.~~41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500

Greater Than $100,000 Up to $500,000	$1,000
Greater Than $500,000 Up to $1,000,000	$5,000
Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

~~41.~~42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

~~42.~~43. **Subcontractors:**

A. 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.

B. 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 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.

C. List of Subcontractors: Contractor shall list all Subcontractors, as part of the Quote, as provided for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

~~43.~~44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built"

record set of drawings. In addition, the Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

~~44.~~45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

~~45.~~46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

~~46.~~47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

~~47.~~48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or

board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

~~48.~~49. **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 County's Project Manager and Contractor's Project Manager 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.

County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason**,** Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
Jmason@ocair.com

Contractor: MIK Construction, Inc.
Attn: Steve Han
11727 Arkansas St.
Artesia, CA 90701
949-702-0229
Stevehan@mikinc.us

~~49.~~50. **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 trial to another County.

~~50.~~51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

~~51.~~52. **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.

~~52.~~53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

~~53.~~54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents industry standards, and manufacturers' recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period on Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent

of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the date of and to the extent specified in a notice of termination and shall require sub-consultants to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	$1,000,000 combined signal limit each accident
Automobile Liability including coverage for for owned or scheduled, non-owned and hired vehicles	$5,000,000 combined signal limit each accident *when accessing the Air Operations Area (AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, 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:

1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***
2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3) A Products and Completed Operations endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.
4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $3,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $3,000,000, guaranteeing the faithful performance of the Contract; If at any time the value of the total task orders is expected to exceed $3,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

    The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

    If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

    If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

    If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

    Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

68. **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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

78. **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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

    Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

MIK CONSTRUCTION, INC.,
a *California* Corporation

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____ By_____

Print
Name_____

Title _____

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide General Contracting Services under this Job Order Contract on an "as-needed" basis. No specified amount of work is guaranteed to the Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. General Contracting Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025 (to be available for download after the Pre-Bid Meeting).

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for General Contracting Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5

III. ORDERING PROCEDURES:

A. Joint Scope Meeting and Job Order Development:

County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

C. Quote Development

Contractor Quote shall be comprised of the following elements:

1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor.

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three (3) independent quotes for all materials.

      Total for Non-Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

      Subcontractor performed duties

      If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three (3) independent quotes for the work.

D = Lowest of three (3) Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day.
3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.
4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and

approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;
2. Will not produce finished work in accordance with the terms of the Contract; or
3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed, notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job

Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

1. Quote Submittal

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.
3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).

4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)

Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting

No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction

Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.
    a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.
    b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
    c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars ($50.00)

for each log and deduct from the Contractor's payment request, for each day the Contractor does not provide the documentation.

6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further, Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection, County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

   a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

   b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

      http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

   c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

      http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

   d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

   A copy of these documents may be found on the internet at:

   http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD

submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.

3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas
        v. Discharge locations
        vi. Sampling locations
        vii. Areas of soil disturbance (temporary or permanent)

viii. Active areas of soil disturbance (cut or fill)

ix. Locations of all runoff BMPs

x. Locations of all erosion control BMPs

xi. Location of all sediment control BMPs

xii. ATS locations (if applicable)

xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed

xiv. Locations of all post construction BMPs

xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

   The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

   NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

   Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

   The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

   The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

   The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

   http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

   The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party (LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

i. The Standard Risk Assessment includes utilization of the following:

1) Receiving water Assessment Interactive map

2) EPA Rainfall Erosivity Factor Calculator Website

3) Sediment Risk interactive map

4) Sediment sensitive water bodies list

ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class B** Contractor's license issued by the California State Contractor's License Board.

I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract, and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is

required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged. Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 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, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per

month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for General Contracting Services , as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits set forth Public Contract Code §20128.5. The County shall have no obligation to pay any sum in excess of the Total Aggregate Contract Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area.

1.3000
Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area.

1.1000
Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.4900
Utilize four decimal places

FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.1500
Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.5000
Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.2000
Utilize four decimal places

B. TOTAL AGGREGATE CONTRACT AMOUNT SHALL NOT EXCEED (Aggregate Amount between three (3) contractors): ..... **$~~93~~,000,000**

- **No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.**

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III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and

2. All as-built prints and record drawings; and

3. All operation and maintenance manuals; and

4. All badges, keys and security entry cards; and

5. Conducted all required training for County Personnel;

6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied, and is directly proportional to the amount of the payment currently requested.

2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.

3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.

4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.

5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.

6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.

7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.

9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <TBD>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

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AGGREGATE JOB ORDER CONTRACT (JOC) ***MA-280-26010006***

FOR

GENERAL CONTRACTING SERVICES

This Aggregate Job Order Contract **MA-280-26010006** for General Contracting Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange , ("County"), a political subdivision of the State of California, acting through its department John Wayne Airport and ***MIK Construction, Inc.***, ("Contractor"), which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this Aggregate Contract for General Contracting Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for General Contracting Services as set forth herein, and Contractor has represented that it is qualified and capable to provide General Contracting Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide General Contracting Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.

2. Board of Supervisors: The governing body of the County of Orange.

3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.

4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.

6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

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7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

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22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide General Contracting Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective upon the date of execution of all necessary signatures ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

3. **Aggregate Contract**: This is an Aggregate Contract with **Harry H. Joh Construction, Inc., MIK Construction** and **Prime ENC, Inc,** with an Aggregate Contract Amount not to exceed $9,000,000, for a one-year term effective upon execution of the contracts. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

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4. **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.

5. **County's Representatives:**

   A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

   B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

   C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

   D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

   E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

   F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

   G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

   H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

   I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

   J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

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K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

7. **Usage:** Unless otherwise specified herein, 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.

8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and

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excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

10. **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.

11. **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.

12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

13. **Title to Data:** 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.

14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

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15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

17. **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.

18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors

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to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

    Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

    The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

    Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

    Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which until completion

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and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History

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Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5-hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.

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7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

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4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable

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Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

    The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

    The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

    In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

    If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

    C. Terminate the Contract immediately without penalty.

35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

36. **Prevailing Wage**:

    A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

    B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

    C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

    D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This

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project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California,

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the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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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C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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Contractor is required to insert the above paragraphs (1) through (6) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will

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provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300 and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500
Greater Than $100,000	$1,000

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Up to $500,000	
Greater Than $500,000 Up to $1,000,000	$5,000
Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

43. **Subcontractors:**

A. 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.

B. 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

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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.

C. List of Subcontractors: Contractor shall list all Subcontractors, as part of the Quote, as provided for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor’s own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, the Contractor shall keep on the site a copy of each

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manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the

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Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

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viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public

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entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

49. **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 County's Project Manager and Contractor's Project Manager 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

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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.

County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason, Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
Jmason@ocair.com

Contractor: MIK Construction, Inc.
Attn: Steve Han
11727 Arkansas St.
Artesia, CA 90701
949-702-0229
Stevehan@mikinc.us

50. **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 trial to another County.

51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

52. **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.

53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance

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with the requirements of the Contract Documents industry standards, and manufacturers' recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period on Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee

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indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential

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damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the date of and to the extent specified in a notice of termination and shall require sub-consultants to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

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Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	$1,000,000 combined signal limit each accident
Automobile Liability including coverage for for owned or scheduled, non-owned and hired vehicles	$5,000,000 combined signal limit each accident *when accessing the Air Operations Area (AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, 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:

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1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

3) A Products and Completed Operations endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.

4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $3,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $3,000,000, guaranteeing the faithful performance of the Contract; If at any time the value of the total task orders is expected to exceed $3,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected

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total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

68. **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

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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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

78. **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

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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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

    Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

MIK CONSTRUCTION, INC.,
a *California* Corporation

Date: 12/9/2025

By Signed by: Billy Kim B71839F9441A48D... _____
Signature

Billy Kim President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 12/9/2025

By Signed by: Billy Kim B71839F9441A48D... _____
Signature

Billy Kim Secretary
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By_____

Print
Name_____

Title _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: DocuSigned by: Christine Nguyen 26F9D76C929A49E... _____

Date: 12/9/2025

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ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide General Contracting Services under this Job Order Contract on an "as-needed" basis. No specified amount of work is guaranteed to the Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. General Contracting Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025 (to be available for download after the Pre-Bid Meeting).

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for General Contracting Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5

III. ORDERING PROCEDURES:

A. Joint Scope Meeting and Job Order Development:

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County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

C. Quote Development

Contractor Quote shall be comprised of the following elements:

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1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor.

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three (3) independent quotes for all materials.

      Total for Non-Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

      Subcontractor performed duties

      If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three (3) independent quotes for the work.

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D = Lowest of three (3) Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

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a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.

2. Increase the number of working hours per shift, shifts per working day.

3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.

4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and

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approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;
2. Will not produce finished work in accordance with the terms of the Contract; or
3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed, notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job

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Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

1. Quote Submittal

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.
3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).

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4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)

Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting

No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction

Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.
    a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.
    b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
    c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars ($50.00)

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for each log and deduct from the Contractor's payment request, for each day the Contractor does not provide the documentation.

6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

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VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

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VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further, Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection, County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

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M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

   a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

   b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

      http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

   c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

      http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

   d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

   A copy of these documents may be found on the internet at:

   http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD

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submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.

3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas
        v. Discharge locations
        vi. Sampling locations
        vii. Areas of soil disturbance (temporary or permanent)

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viii. Active areas of soil disturbance (cut or fill)

ix. Locations of all runoff BMPs

x. Locations of all erosion control BMPs

xi. Location of all sediment control BMPs

xii. ATS locations (if applicable)

xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed

xiv. Locations of all post construction BMPs

xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party (LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

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The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

i. The Standard Risk Assessment includes utilization of the following:

1) Receiving water Assessment Interactive map

2) EPA Rainfall Erosivity Factor Calculator Website

3) Sediment Risk interactive map

4) Sediment sensitive water bodies list

ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

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G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class B** Contractor's license issued by the California State Contractor's License Board.

I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract, and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is

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required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged. Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 days after the stop Work order is delivered to

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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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 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, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

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Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under

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any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

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ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for General Contracting Services , as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits set forth Public Contract Code §20128.5. The County shall have no obligation to pay any sum in excess of the Total Aggregate Contract Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area.

1.3000
Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area.

1.1000
Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.4900
Utilize four decimal places

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FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.1500

Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.5000

Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.2000

Utilize four decimal places

B. **TOTAL AGGREGATE CONTRACT AMOUNT SHALL NOT EXCEED (**Aggregate Amount between three (3) contractors**)::** **$9,000,000**

- **No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.**

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III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and
2. All as-built prints and record drawings; and
3. All operation and maintenance manuals; and
4. All badges, keys and security entry cards; and
5. Conducted all required training for County Personnel;
6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an

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acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied, and is directly proportional to the amount of the payment currently requested.

2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.

3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.

4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.

5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.

6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.

7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.

9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

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H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <TBD>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

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Attachment C

CALM Procedures

The CALM (Coordination and Logistics Management) Team's goal *is to minimize construction-related impacts to passenger service and tenants while maintaining a positive guest experience*. Starting at the Planning stage, CALM utilizes a Program Master Schedule and GIS database to capture project dates and locations for all projects undertaken at John Wayne Airport. The CALM Team conducts time and space management and tracks all projects including CIP (Airside, Landside and Terminals), Tenant, Commercial and Revenue Management, Maintenance, Information Technology, and Operations. The CALM team will review projects through the design phase prior to construction to ensure program phasing will limit impacts to operations and customer service.

The Project submittals will include the following:

a) Proposed Project Schedule
b) Project Phasing Plan
c) Site Logistics Plan
d) USR (Utility Shutdown Requests) /LSR (Location Shutdown Requests)

Each project is tracked from its inception through construction completion, to insure efficient sequencing of multiple projects competing for the same time and space resources. A "Notice to Proceed" for the project will not be granted until the Applicant's submittals have been approved.

For questions regarding the CALM Program please contact:

Don Chinery at dchinery@ocair.com (310.614.1905)

CALM submittal requirements

Below is an outline of the required CALM Submittals:

1. The Applicant must submit the following information:

    a. Project Schedule
    b. Physical location/Map
    c. Scope of the project.

    With this information, the CALM Team will be able to identify any conflicts, or impacts with time and space coordination.

2. Due to the large number of construction projects taking place, appropriate project sequencing is of critical importance to JWA. The contractor shall notify the JWA Project Sponsor of any cost/schedule changes that differ from previous submitted documents. Failure to notify the JWA Project Sponsor of any schedule change, may adversely affect the contractors ability to commence/complete the project.

3. The Contractor must notify the JWA Project Sponsor, who in turn, will notify CALM when they plan to submit their Logistical Work Plan. Please be mindful that each submittal review, and/or resubmit may take a minimum of seven working days per review.

4. Prior to the Applicant receiving a Notice to Proceed (NTP), the Applicant shall have an approved Logistical Work Plan consisting of, but not limited to the following:

    a. Updated Construction Schedule

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b. Site Logistics Plan
c. Temporary Barricade Plan
d. Temporary Construction Signage Plan
e. Project Phasing Document
f. Haul Routes
g. Construction Stock piles/Laydown Areas

To facilitate the submittal process of the required documents, the Site Logistics & Project Phasing Checklist is required to be completed and submitted with the Logistical Work Plan. Please incorporate the checklist directly on site logistics work plan.

5. After NTP, and during all phases of construction, the Contractor shall not deviate from the approved Logistical Work Plan. The Contractor must resubmit any changes to the Logistical Plan to the JWA Project Sponsor for final approval.

Project Phasing Plan

1. The Applicant shall submit a Project Phasing Document, defining each specific work area (Phase) into which the overall project is divided. A Project Phasing Document is required for any project with one or more phases of work. A Project Phasing Document and a fully documented Logistical Work Plan Checklist shall be approved by JWA prior to issuance of a Notice to Proceed. The document shall be developed in accordance with the following criteria.

    a) Written description of the work to be accomplished within each phase.

    b) Breakdown the physical elements of the project to accurately reflect the progression of work, sequenced in accordance with the project schedule.

    c) Include dates for proposed work, daily work hours, and Emergency 24 hour contact information for each phase.

    d) The document shall be flexible in its ability to describe real-time updates and shall be updated as required to ensure stakeholders are fully informed of revisions as they occur.

    e) The document shall be consistent with the overall Project Schedule.

2. The description of each Phase shall address the following as a minimum.

    a) Location of barricades, partitions, covered walkways, stairs, scaffolding, work platforms, etc. which are designed to separate construction activities from ongoing operational areas and mitigate disruptions to passenger and other stakeholder traffic flows.

    b) Identify security provisions

    c) Identify emergency personnel provisions

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d) Emergency evacuation routes

e) Identify egress analysis and Occupancy Load calculations for each phase of the construction

f) Identify the means for public and worker health and safety protection

g) Identify any relocation and definition of temporary facilities required to maintain ongoing operations

h) State the means for maintenance of fire/life safety systems

i) State applicable construction restrictions during special events and holidays

j) Identify locations for material stockpiling and staging

k) Identify Locations and related work zones for worker/material handling equipment

l) Identify the plan for rubbish removal, including location of trash bins

m) Identify modification and maintenance of existing systems during construction

n) Identify temporary signage/way-finding needs and depict on drawings.

o) Identify Stakeholder relocations

p) Show routing of temporary utilities, lines, and points of tie-in

q) Identify temporary facilities

r) Identify means for dust/dirt/debris mitigation

s) Identify means for construction noise mitigation

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Site Logistics Plan

As part of the Logistics Work Plan, the Applicant shall submit a proposed Site Logistics Plan. A Site Logistics Plan and a fully documented Logistical Work Plan Checklist, shall be approved by JWA prior to issuance of a Notice to Proceed. At a minimum, the plan shall address the following information:

a) Identify point of entrance locations and traffic routes for movement of the contractor's equipment, materials and workers to the work

b) Incorporate Escort provisions including conformance with LAWA and TSA regulations regarding allowable number and handling of un-badged personnel

c) Define alterations to existing facilities/infrastructure

d) Locate on plans, construction zone accommodation of vehicular and aircraft traffic including signage, traffic stripping, flagging, temporary closures, barricades, and detours

e) Locate on plans, provisions and plans for worker parking

f) Locate on plans, the staging/laydown areas for construction equipment, trash/debris receptacles, and material storage and protection

g) Locate on plans, temporary facilities including trailers, and dumpsters.

h) Identify locations and related work zones for worker/material handling equipment such as cranes, and lifts

i) Provide emergency vehicle access provisions

j) Provide emergency evacuation routes

k) Provisions for protection of private and public properties, including leased properties on site, if applicable

l) Identify security provisions

m) Locate on plans, fencing and enclosure provisions

n) Identify location of off-site, project-related facilities

o) Identify on-site parking provisions if applicable.

p) Emergency contacts posted on plan

q) Define work shifts and corresponding working hours

r) Show routing of temporary utility lines and points of tie-ins

s) Show provisions for reclamation of areas disturbed by the contractor

t) Provide plans and actions taken to comply with environmental requirements and permits

u) Identify the means for dust/dirt/debris mitigation

v) Identify the means for construction noise mitigation

w) Incorporate coordination and accommodation of stakeholders impacted by the work

x) Incorporate coordination with other contractors impacted by or impacting the work

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CALM Shutdown Coordination Center

JWA established the CALM Shutdown Control Center (SCC) to coordinate all Utility Shutdown Requests (USR) and Location Shutdown Requests (LSR).

1. Utility Shutdown (USR) is any disruption or disconnection of a utility (including abandonment) of any system, subsystem, or branch for any length of time. This includes electrical, water, natural gas, fuel, fire alarm, security/ACAMS, sewer, communications, HVAC, and sprinkler. A utility shutdown is defined as a singular event; one turn off/one turn on. Utility Shutdowns cover the following:

    a. Electrical
    b. Water
    c. Natural Gas
    d. Fuel
    e. Fire Alarm
    f. Security/ACAMS
    g. Sewer
    h. Communications/ IT
    i. HVAC
    j. Sprinklers

2. Location Shutdown (LSR) is the closure of an area preventing normal activity for a set period of time. This includes all landside, airside, and terminal areas and is generally associated with the disruption of normal vehicle, pedestrian, and aircraft use or flow. Area shutdown is defined as a singular event; one shutdown of operation / one restoration of operation. Area Shutdowns include:

    a. Landside traffic closures
    b. Airside traffic closures (vehicle or aircraft)
    c. Terminal Area road closures
    d. Restrictions to Public Access (i.e. walkways, public access doors)
    e. Elevator/Escalator
    f. Restroom Closures
    g. Gate Closures

The Contractor is responsible to submit a new request 30 days in advance of proposed start date. This will identify any impacts to Airport Operations including Utility Shutdowns and Location Shutdowns. This will allow the Project Sponsor the time needed to review and coordinate the requests with the Primary Stakeholders. Incomplete documentation will delay the approval process of the USR/LSR and potentially impact the requested date(s). An email notification will be sent by the CALM SCC to indicate final approval.

LSR Review

- Identify Impacts (Facilities, Stakeholders, Operations)
- Gather Facts (Time, Duration, Purpose, Contacts)
- Determine Area
- Develop Mitigation Plan
- Review Contractor Work Plan

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LSR Submittal Process

The completed LSRs are submitted by the JWA Project Sponsor to the Shutdown Control Center for processing and tracking. Once a submittal is received, it is distributed to the LSR Approval Team to review any additional coordination and logistical needs. The requests are tracked through the CALM Shutdown Control Center tracking system.

- To guarantee LSR approval for on-time implementation, projects expected to have a large impact to stakeholders and other projects should plan on submitting a draft package which includes the LSR and a traffic control plan to the LSR Approval Team at least 30 days prior to expected implementation date. Some projects have been introduced at least 1-2 months in advance to allow for coordination and planning.

- LSRs are approved prior to project implementation and a complete LSR package should be submitted at least 30 days prior to the expected start date. In addition, a *site walk* is typically completed 2 weeks prior to give a better understanding to Airport Operations, CALM and the Project Management team of all field conditions.

CALM / LSR Requirements

A separate LSR is required for each area to be impacted.

- Complete the application in its entirety and attach any Completed/Approved Required documentation. Incomplete applications may be delayed for processing.
- This package shall describe all details related to the submitted Phasing Plan, Logistical Work Plan, and logistical checklist and will be updated as needed to ensure stakeholders are informed of revisions.

The Contractor shall submit an overall Phasing Plan with a baseline schedule.

- Within the task specific phasing plan, the contractor shall identify specific tasks, which will function as a sub phase to the overall Phasing Plan and schedule.
- If a Task Specific Phase has separate logistical needs, the contractor will be required to complete a Logistical Work Plan for each of those Task Specific Phases.
- The Logistical Work Plan shall include the following: Scope and description of work, a Communications Plan, identification of coordination plans with all contractor construction activities in the area, and identification of all permits.

LSR Revisions

An LSR Revision shall be submitted when an existing LSR changes in scope of work or dates are extended. For example – work will now be added to the project in a different location. Date extension requests shall be sent to the CALM SCC at least one week prior to LSR expiration date.

LSR Updates

An LSR Update shall be disseminated when an existing LSR has additional work, but the scope of work does not change and neither do the dates. Contractor shall submit addendums to the LSR to the SCC for any changes that affect the work area or airport operations. The SCC shall be notified when work is completed.

A~~GGREGATE~~GGREGATE JOB ORDER CONTRACT (JOC) *MA-280-26010409*

FOR

GENERAL CONTRACTING SERVICES

This Aggregate Job Order Contract **MA-280-26010409** for General Contracting Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange ("County"), ~~John Wayne Airport,~~ a political subdivision of the State of California, ~~("County")~~, acting through its department John Wayne Airport and ***Harry H. Joh Construction, Inc.***, ("Contractor"), which are sometimes individually referred to as "Party," ~~,~~ or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this A~~a~~ggregate Contract for General Contracting Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for General Contracting Services as set forth herein, and Contractor has represented that it is qualified and capable to provide General Contracting Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide General Contracting Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.
2. Board of Supervisors: The governing body of the County of Orange.
3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.
4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.
6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide General Contracting Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective ~~December 18, 2025 if executed with all necessary signatures by this date, or~~ upon the date of execution of all necessary signatures ~~if execution occurs after December 18, 2025~~ ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

3. **Aggregate Contract**: This is an Aggregate Contract with **Harry H. Joh Construction, Inc, MIK Construction** and **Prime ENC, Inc,** with an Aggregate Contract Amount not to exceed $9,000,000, for a one-year term effective upon execution of the contracts. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.~~No contractor shall be issued cumulative task orders that exceed the statutory limits provided under Public Contract Code § 20128.55.~~

~~2.~~

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Following the Contract's award by the Board of Supervisors, this Contract shall become effective upon the date of execution of all necessary signatures ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

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3. **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.

4.

4.5. **County's Representatives:**

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A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with

the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

~~5.~~6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

~~6.~~7. **Usage:** Unless otherwise specified herein, 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.

~~7.~~8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

~~8.~~9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

~~9.~~10. **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.

~~10.~~11. **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.

~~11.~~12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

~~12.~~13. **Title to Data:** 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.

~~13.~~14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual

information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

~~14.~~15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

~~15.~~16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

~~16.~~17. **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.

~~17.~~18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

~~18.~~19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if

required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

~~19.~~20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

~~20.~~21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

~~21.~~22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

~~22.~~23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

~~23.~~24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the

entire construction Work, except for any completed unit of construction thereof which until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

~~24.~~25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's

security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID

Badge prior to fulfilling an independent shift assignment.

7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

~~25.~~26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

~~26.~~27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

~~27.~~28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

~~28.~~29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable

Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

~~29.~~30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

~~30.~~31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

~~31.~~32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and 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.

~~32.~~33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

~~33.~~34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

C. Terminate the Contract immediately without penalty.

~~34.~~35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

~~35.~~36. **Prevailing Wage**:

A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall

not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

~~36.~~37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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.

C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the

sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Contractor is required to insert the above paragraphs (1) through (6) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

~~37.~~38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

~~38.~~39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300 and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

~~39.~~40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

~~40.~~41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500

Greater Than $100,000 Up to $500,000	$1,000
Greater Than $500,000 Up to $1,000,000	$5,000
Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

~~41.~~42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

~~42.~~43. **Subcontractors:**

A. 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.

B. 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 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.

C. List of Subcontractors: Contractor shall list all Subcontractors, as part of the Quote, as provided for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

~~43.~~44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built"

record set of drawings. In addition, the Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

~~44.~~45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

~~45.~~46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

~~46.~~47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

~~47.~~48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or

board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

~~48.~~ **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 County's Project Manager and Contractor's Project Manager 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.

49.

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County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason**,** Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
Jmason@ocair.com

Contractor: Harry H. Joh Construction, Inc.
Attn: Harry Joh
7303 Somerset Blvd.
Paramount, CA 90723
562-630-3348
Harry@hjconstruct.com

~~49.~~50. **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 trial to another County.

~~50.~~51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

~~51.~~52. **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.

~~52.~~53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

~~53.~~54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents industry standards, and manufacturers' recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period on Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent

of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the date of and to the extent specified in a notice of termination and shall require sub-consultants to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	$1,000,000 combined signal limit each accident
Automobile Liability including coverage for for owned or scheduled, non-owned and hired vehicles	$5,000,000 combined signal limit each accident *when accessing the Air Operations Area (AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, 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:

1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***
2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3) A Products and Completed Operations endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.
4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $3,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $3,000,000, guaranteeing the faithful performance of the Contract; If at any time the value of the total task orders is expected to exceed $3,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

    The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

    If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

    If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

    If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

    Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

68. **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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

78. **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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

    Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

HARRY H. JOH CONSTRUCTION, INC.,
a *California* Corporation

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____ By_____

Print
Name_____

Title _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide General Contracting Services under this Aggregate Job Order Contract on an "as-needed" basis. No specified amount of work is guaranteed to the ~~Contractor~~Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5~~no Contractor shall be issued cumulative task orders that exceed the statutory limits provided under Public Contract Code §20128.5.~~ Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. General Contracting Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025 (to be available for download after the Pre-Bid Meeting).

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for General Contracting Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5~~No contractor shall be issued cumulative task orders that exceed the statutory limits under Public Contract Code §20128.5~~.

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III. ORDERING PROCEDURES:

A. Joint Scope Meeting and Job Order Development:

County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will

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include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

C. Quote Development

Contractor Quote shall be comprised of the following elements:

1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor.

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three (3) independent quotes for all materials.

Total for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

Subcontractor performed duties

If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three (3) independent quotes for the work.

D = Lowest of three (3) Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and

delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day.
3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.
4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;
2. Will not produce finished work in accordance with the terms of the Contract; or
3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed, notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

1. Quote Submittal

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.

3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).

4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)

Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting

No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction

Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;

2. Posting of the prevailing wage scale;

3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;

4. Conducting weekly on-site safety meetings;

5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.

   a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.

   b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.

   c. In the event the Contractor fails to provide a daily log and/or construction progress log, the

County may impose damages against the Contractor in the amount of fifty dollars ($50.00) for each log and deduct from the Contractor's payment request, for each day the Contractor does not provide the documentation.

6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further, Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection, County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

A copy of these documents may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.
3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas

v. Discharge locations
vi. Sampling locations
vii. Areas of soil disturbance (temporary or permanent)
viii. Active areas of soil disturbance (cut or fill)
ix. Locations of all runoff BMPs
x. Locations of all erosion control BMPs
xi. Location of all sediment control BMPs
xii. ATS locations (if applicable)
xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed
xiv. Locations of all post construction BMPs
xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party

(LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

   The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

   i. The Standard Risk Assessment includes utilization of the following:

      1) Receiving water Assessment Interactive map

      2) EPA Rainfall Erosivity Factor Calculator Website

      3) Sediment Risk interactive map

      4) Sediment sensitive water bodies list

   ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

   The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

   The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class B** Contractor's license issued by the California State Contractor's License Board.

I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract, and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in

such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged. Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 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, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor

License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for General Contracting Services , as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits ~~provided under~~set forth Public Contract Code §20128.5. ~~The~~ County shall have no obligation to pay any sum in excess of the Total Aggregate Contract Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area.

1.2000
Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area.

1.1000
Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.3500
Utilize four decimal places

FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.3000
Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.5000
Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.3500
Utilize four decimal places

B. TOTAL ~~AGGREGATE~~GGREGATE CONTRACT AMOUNT SHALL NOT EXCEED (Aggregate Amount between three (3) contractors): ..... $~~3~~9,000,000

~~B.~~• No contractor shall be issued task orders under this Aggregate ~~c~~Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

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III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent

to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and
2. All as-built prints and record drawings; and
3. All operation and maintenance manuals; and
4. All badges, keys and security entry cards; and
5. Conducted all required training for County Personnel;
6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied, and is directly proportional to the amount of the payment currently requested.
2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.
3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.
4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.
5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.
6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.
7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.
8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.

9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <TBD>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

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AGGREGATE JOB ORDER CONTRACT (JOC) *MA-280-26010006*

FOR

GENERAL CONTRACTING SERVICES

This Aggregate Job Order Contract **MA-280-26010006** for General Contracting Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange ("County"), a political subdivision of the State of California,), acting through its department John Wayne Airport and ***Harry H. Joh Construction, Inc.***, ("Contractor"), which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this Aggregate Contract for General Contracting Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for General Contracting Services as set forth herein, and Contractor has represented that it is qualified and capable to provide General Contracting Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide General Contracting Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.

2. Board of Supervisors: The governing body of the County of Orange.

3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.

4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.

6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

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7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

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22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide General Contracting Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective upon the date of execution of all necessary signatures ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

3. **Aggregate Contract**: This is an Aggregate Contract with **Harry H. Joh Construction, Inc, MIK Construction** and **Prime ENC, Inc,** with an Aggregate Contract Amount not to exceed $9,000,000, for a one-year term effective upon execution of the contracts. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

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4. **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.

5. **County's Representatives:**

   A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

   B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

   C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

   D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

   E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

   F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

   G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

   H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

   I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

   J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

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K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

7. **Usage:** Unless otherwise specified herein, 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.

8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and

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excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

10. **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.

11. **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.

12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

13. **Title to Data:** 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.

14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

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15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

17. **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.

18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors

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to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

    Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

    The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

    Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

    Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which until completion

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and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History

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Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.

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7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

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4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable

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Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

    The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

    The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

    In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

    If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

    C. Terminate the Contract immediately without penalty.

35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

36. **Prevailing Wage**:

    A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

    B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

    C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

    D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This

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project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California,

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the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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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C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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Contractor is required to insert the above paragraphs (1) through (6) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will

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provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300 and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500
Greater Than $100,000	$1,000

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Up to $500,000	
Greater Than $500,000 Up to $1,000,000	$5,000
Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

43. **Subcontractors:**

A. 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.

B. 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

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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.

C. List of Subcontractors: Contractor shall list all Subcontractors, as part of the Quote, as provided for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor’s own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, the Contractor shall keep on the site a copy of each

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manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the

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Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

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viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public

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entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

49. **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 County's Project Manager and Contractor's Project Manager 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

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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.

County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason, Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
Jmason@ocair.com

Contractor: Harry H. Joh Construction, Inc.
Attn: Harry Joh
7303 Somerset Blvd.
Paramount, CA 90723
562-630-3348
Harry@hjconstruct.com

50. **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 trial to another County.

51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

52. **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.

53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance

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with the requirements of the Contract Documents industry standards, and manufacturers' recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period on Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee

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indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential

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damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the date of and to the extent specified in a notice of termination and shall require sub-consultants to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

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Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	$1,000,000 combined signal limit each accident
Automobile Liability including coverage for for owned or scheduled, non-owned and hired vehicles	$5,000,000 combined signal limit each accident *when accessing the Air Operations Area (AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, 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:

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1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

3) A Products and Completed Operations endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.

4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $3,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $3,000,000, guaranteeing the faithful performance of the Contract; If at any time the value of the total task orders is expected to exceed $3,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected

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total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

68. **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

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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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

78. **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

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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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

    Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

HARRY H. JOH CONSTRUCTION, INC.,
a *California* Corporation

Date: 12/9/2025

By DocuSigned by: Harry Joh 564E36429CF04C3...
Signature

Harry Joh — President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 12/9/2025

By Signed by: Hyun Sook Joh CDE440E66660403...
Signature

Hyun Sook Joh — Secretary
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By_____

Print
Name_____

Title _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: DocuSigned by: Christine Nguyen 26F9D76C929A49E...
Deputy

Date: 12/9/2025

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ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide General Contracting Services under this Aggregate Job Order Contract on an "as-needed" basis. No specified amount of work is guaranteed to the Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. General Contracting Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025 (to be available for download after the Pre-Bid Meeting).

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for General Contracting Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

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III. ORDERING PROCEDURES:

A. Joint Scope Meeting and Job Order Development:

County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

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C. Quote Development

Contractor Quote shall be comprised of the following elements:

1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor.

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three (3) independent quotes for all materials.

      Total for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

      Subcontractor performed duties

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If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three (3) independent quotes for the work.

D = Lowest of three (3) Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

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a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.

2. Increase the number of working hours per shift, shifts per working day.

3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.

4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and

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approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;

2. Will not produce finished work in accordance with the terms of the Contract; or

3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed, notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job

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Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

1. Quote Submittal

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.
3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).

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4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)

Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting

No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction

Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.
    a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.
    b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
    c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars ($50.00) for each log and deduct from the Contractor's payment request, for each day the Contractor

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does not provide the documentation.

6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

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Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further,

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Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection, County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction

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BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

A copy of these documents may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

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2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.
3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas
        v. Discharge locations
        vi. Sampling locations

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vii. Areas of soil disturbance (temporary or permanent)
viii. Active areas of soil disturbance (cut or fill)
ix. Locations of all runoff BMPs
x. Locations of all erosion control BMPs
xi. Location of all sediment control BMPs
xii. ATS locations (if applicable)
xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed
xiv. Locations of all post construction BMPs
xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party (LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

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The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

i. The Standard Risk Assessment includes utilization of the following:

1) Receiving water Assessment Interactive map

2) EPA Rainfall Erosivity Factor Calculator Website

3) Sediment Risk interactive map

4) Sediment sensitive water bodies list

ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

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G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class B** Contractor's license issued by the California State Contractor's License Board.

I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract, and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is

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required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged. Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 days after the stop Work order is delivered to

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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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 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, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

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Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under

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any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

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ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for General Contracting Services , as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits set forth Public Contract Code §20128.5. County shall have no obligation to pay any sum in excess of the Total Aggregate Contract Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area.

1.2000

Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area.

1.1000

Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.3500

Utilize four decimal places

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FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.3000
Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.5000
Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.3500
Utilize four decimal places

B. **TOTAL AGGREGATE CONTRACT AMOUNT SHALL NOT EXCEED (**Aggregate Amount between three (3) contractors**):** **$9,000,000**

- **No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.**

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III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and
2. All as-built prints and record drawings; and
3. All operation and maintenance manuals; and
4. All badges, keys and security entry cards; and
5. Conducted all required training for County Personnel;
6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an

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acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied, and is directly proportional to the amount of the payment currently requested.

2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.

3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.

4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.

5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.

6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.

7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.

9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

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H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <TBD>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

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Attachment C

CALM Procedures

The CALM (Coordination and Logistics Management) Team's goal *is to minimize construction-related impacts to passenger service and tenants while maintaining a positive guest experience*. Starting at the Planning stage, CALM utilizes a Program Master Schedule and GIS database to capture project dates and locations for all projects undertaken at John Wayne Airport. The CALM Team conducts time and space management and tracks all projects including CIP (Airside, Landside and Terminals), Tenant, Commercial and Revenue Management, Maintenance, Information Technology, and Operations. The CALM team will review projects through the design phase prior to construction to ensure program phasing will limit impacts to operations and customer service.

The Project submittals will include the following:

a) Proposed Project Schedule
b) Project Phasing Plan
c) Site Logistics Plan
d) USR (Utility Shutdown Requests) /LSR (Location Shutdown Requests)

Each project is tracked from its inception through construction completion, to insure efficient sequencing of multiple projects competing for the same time and space resources. A "Notice to Proceed" for the project will not be granted until the Applicant's submittals have been approved.

For questions regarding the CALM Program please contact:

Don Chinery at dchinery@ocair.com (310.614.1905)

CALM submittal requirements

Below is an outline of the required CALM Submittals:

1. The Applicant must submit the following information:

    a. Project Schedule
    b. Physical location/Map
    c. Scope of the project.

    With this information, the CALM Team will be able to identify any conflicts, or impacts with time and space coordination.

2. Due to the large number of construction projects taking place, appropriate project sequencing is of critical importance to JWA. The contractor shall notify the JWA Project Sponsor of any cost/schedule changes that differ from previous submitted documents. Failure to notify the JWA Project Sponsor of any schedule change, may adversely affect the contractors ability to commence/complete the project.

3. The Contractor must notify the JWA Project Sponsor, who in turn, will notify CALM when they plan to submit their Logistical Work Plan. Please be mindful that each submittal review, and/or resubmit may take a minimum of seven working days per review.

4. Prior to the Applicant receiving a Notice to Proceed (NTP), the Applicant shall have an approved Logistical Work Plan consisting of, but not limited to the following:

    a. Updated Construction Schedule

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b. Site Logistics Plan
c. Temporary Barricade Plan
d. Temporary Construction Signage Plan
e. Project Phasing Document
f. Haul Routes
g. Construction Stock piles/Laydown Areas

To facilitate the submittal process of the required documents, the Site Logistics & Project Phasing Checklist is required to be completed and submitted with the Logistical Work Plan. Please incorporate the checklist directly on site logistics work plan.

5. After NTP, and during all phases of construction, the Contractor shall not deviate from the approved Logistical Work Plan. The Contractor must resubmit any changes to the Logistical Plan to the JWA Project Sponsor for final approval.

Project Phasing Plan

1. The Applicant shall submit a Project Phasing Document, defining each specific work area (Phase) into which the overall project is divided. A Project Phasing Document is required for any project with one or more phases of work. A Project Phasing Document and a fully documented Logistical Work Plan Checklist shall be approved by JWA prior to issuance of a Notice to Proceed. The document shall be developed in accordance with the following criteria.

    a) Written description of the work to be accomplished within each phase.

    b) Breakdown the physical elements of the project to accurately reflect the progression of work, sequenced in accordance with the project schedule.

    c) Include dates for proposed work, daily work hours, and Emergency 24 hour contact information for each phase.

    d) The document shall be flexible in its ability to describe real-time updates and shall be updated as required to ensure stakeholders are fully informed of revisions as they occur.

    e) The document shall be consistent with the overall Project Schedule.

2. The description of each Phase shall address the following as a minimum.

    a) Location of barricades, partitions, covered walkways, stairs, scaffolding, work platforms, etc. which are designed to separate construction activities from ongoing operational areas and mitigate disruptions to passenger and other stakeholder traffic flows.

    b) Identify security provisions

    c) Identify emergency personnel provisions

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d) Emergency evacuation routes

e) Identify egress analysis and Occupancy Load calculations for each phase of the construction

f) Identify the means for public and worker health and safety protection

g) Identify any relocation and definition of temporary facilities required to maintain ongoing operations

h) State the means for maintenance of fire/life safety systems

i) State applicable construction restrictions during special events and holidays

j) Identify locations for material stockpiling and staging

k) Identify Locations and related work zones for worker/material handling equipment

l) Identify the plan for rubbish removal, including location of trash bins

m) Identify modification and maintenance of existing systems during construction

n) Identify temporary signage/way-finding needs and depict on drawings.

o) Identify Stakeholder relocations

p) Show routing of temporary utilities, lines, and points of tie-in

q) Identify temporary facilities

r) Identify means for dust/dirt/debris mitigation

s) Identify means for construction noise mitigation

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Site Logistics Plan

As part of the Logistics Work Plan, the Applicant shall submit a proposed Site Logistics Plan. A Site Logistics Plan and a fully documented Logistical Work Plan Checklist, shall be approved by JWA prior to issuance of a Notice to Proceed. At a minimum, the plan shall address the following information:

a) Identify point of entrance locations and traffic routes for movement of the contractor's equipment, materials and workers to the work

b) Incorporate Escort provisions including conformance with LAWA and TSA regulations regarding allowable number and handling of un-badged personnel

c) Define alterations to existing facilities/infrastructure

d) Locate on plans, construction zone accommodation of vehicular and aircraft traffic including signage, traffic stripping, flagging, temporary closures, barricades, and detours

e) Locate on plans, provisions and plans for worker parking

f) Locate on plans, the staging/laydown areas for construction equipment, trash/debris receptacles, and material storage and protection

g) Locate on plans, temporary facilities including trailers, and dumpsters.

h) Identify locations and related work zones for worker/material handling equipment such as cranes, and lifts

i) Provide emergency vehicle access provisions

j) Provide emergency evacuation routes

k) Provisions for protection of private and public properties, including leased properties on site, if applicable

l) Identify security provisions

m) Locate on plans, fencing and enclosure provisions

n) Identify location of off-site, project-related facilities

o) Identify on-site parking provisions if applicable.

p) Emergency contacts posted on plan

q) Define work shifts and corresponding working hours

r) Show routing of temporary utility lines and points of tie-ins

s) Show provisions for reclamation of areas disturbed by the contractor

t) Provide plans and actions taken to comply with environmental requirements and permits

u) Identify the means for dust/dirt/debris mitigation

v) Identify the means for construction noise mitigation

w) Incorporate coordination and accommodation of stakeholders impacted by the work

x) Incorporate coordination with other contractors impacted by or impacting the work

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CALM Shutdown Coordination Center

JWA established the CALM Shutdown Control Center (SCC) to coordinate all Utility Shutdown Requests (USR) and Location Shutdown Requests (LSR).

1. Utility Shutdown (USR) is any disruption or disconnection of a utility (including abandonment) of any system, subsystem, or branch for any length of time. This includes electrical, water, natural gas, fuel, fire alarm, security/ACAMS, sewer, communications, HVAC, and sprinkler. A utility shutdown is defined as a singular event; one turn off/one turn on. Utility Shutdowns cover the following:

    a. Electrical
    b. Water
    c. Natural Gas
    d. Fuel
    e. Fire Alarm
    f. Security/ACAMS
    g. Sewer
    h. Communications/ IT
    i. HVAC
    j. Sprinklers

2. Location Shutdown (LSR) is the closure of an area preventing normal activity for a set period of time. This includes all landside, airside, and terminal areas and is generally associated with the disruption of normal vehicle, pedestrian, and aircraft use or flow. Area shutdown is defined as a singular event; one shutdown of operation / one restoration of operation. Area Shutdowns include:

    a. Landside traffic closures
    b. Airside traffic closures (vehicle or aircraft)
    c. Terminal Area road closures
    d. Restrictions to Public Access (i.e. walkways, public access doors)
    e. Elevator/Escalator
    f. Restroom Closures
    g. Gate Closures

The Contractor is responsible to submit a new request 30 days in advance of proposed start date. This will identify any impacts to Airport Operations including Utility Shutdowns and Location Shutdowns. This will allow the Project Sponsor the time needed to review and coordinate the requests with the Primary Stakeholders. Incomplete documentation will delay the approval process of the USR/LSR and potentially impact the requested date(s). An email notification will be sent by the CALM SCC to indicate final approval.

LSR Review

- Identify Impacts (Facilities, Stakeholders, Operations)
- Gather Facts (Time, Duration, Purpose, Contacts)
- Determine Area
- Develop Mitigation Plan
- Review Contractor Work Plan

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LSR Submittal Process

The completed LSRs are submitted by the JWA Project Sponsor to the Shutdown Control Center for processing and tracking. Once a submittal is received, it is distributed to the LSR Approval Team to review any additional coordination and logistical needs. The requests are tracked through the CALM Shutdown Control Center tracking system.

- To guarantee LSR approval for on-time implementation, projects expected to have a large impact to stakeholders and other projects should plan on submitting a draft package which includes the LSR and a traffic control plan to the LSR Approval Team at least 30 days prior to expected implementation date. Some projects have been introduced at least 1-2 months in advance to allow for coordination and planning.

- LSRs are approved prior to project implementation and a complete LSR package should be submitted at least 30 days prior to the expected start date. In addition, a *site walk* is typically completed 2 weeks prior to give a better understanding to Airport Operations, CALM and the Project Management team of all field conditions.

CALM / LSR Requirements

A separate LSR is required for each area to be impacted.

- Complete the application in its entirety and attach any Completed/Approved Required documentation. Incomplete applications may be delayed for processing.
- This package shall describe all details related to the submitted Phasing Plan, Logistical Work Plan, and logistical checklist and will be updated as needed to ensure stakeholders are informed of revisions.

The Contractor shall submit an overall Phasing Plan with a baseline schedule.

- Within the task specific phasing plan, the contractor shall identify specific tasks, which will function as a sub phase to the overall Phasing Plan and schedule.
- If a Task Specific Phase has separate logistical needs, the contractor will be required to complete a Logistical Work Plan for each of those Task Specific Phases.
- The Logistical Work Plan shall include the following: Scope and description of work, a Communications Plan, identification of coordination plans with all contractor construction activities in the area, and identification of all permits.

LSR Revisions

An LSR Revision shall be submitted when an existing LSR changes in scope of work or dates are extended. For example – work will now be added to the project in a different location. Date extension requests shall be sent to the CALM SCC at least one week prior to LSR expiration date.

LSR Updates

An LSR Update shall be disseminated when an existing LSR has additional work, but the scope of work does not change and neither do the dates. Contractor shall submit addendums to the LSR to the SCC for any changes that affect the work area or airport operations. The SCC shall be notified when work is completed.

AGGREGATE JOB O~~R~~DER CONTRACT (JOC) MA-280-26010007~~397~~

FOR

ELECTRICAL SERVICES

This Aggregate Job Order Contract **MA-280-26010007~~397~~** for Electrical Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange , ("County"), ~~John Wayne Airport,~~ a political subdivision of the State of California, acting through its department John Wayne Airport ~~("County")~~ and ***Amtek Construction***, ("Contractor"), which are sometimes individually referred to as "Party~~.~~", ~~,~~ or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this Aggregate Contract for Electrical Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for Electrical Services as set forth herein, and Contractor has represented that it is qualified and capable to provide Electrical Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide Electrical Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.

2. Board of Supervisors: The governing body of the County of Orange.

3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.

4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.

6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide Electrical Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective ~~December 18, 2025 if executed with all necessary signatures by this date, or~~ upon the date of execution of all necessary signatures ~~if execution occurs after December 18, 2025~~ ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

~~2.~~3. **Aggregate Contract**: This is an Aggregate Contract with **Amt~~T~~ek Construction** and **ABM Electrical & Lighting Solutions, Inc.,** with an Aggregate Contract Amount not to exceed $2,000,000 for a one-year term effective upon execution of the contracts. No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5

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~~3.~~4. **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.

~~4.~~5. **County's Representatives:**

A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

~~5.~~6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

~~6.~~7. **Usage:** Unless otherwise specified herein, 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.

~~7.~~8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and

excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

~~8.~~9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

~~9.~~10. **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.

~~10.~~11. **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.

~~11.~~12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

~~12.~~13. **Title to Data:** 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.

~~13.~~14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

~~14.~~15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

~~15.~~16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

~~16.~~17. **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.

~~17.~~18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

~~18.~~19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors

to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

~~19.~~20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

~~20.~~21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

~~21.~~22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

~~22.~~23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

~~23.~~24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which until completion

and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

~~24.~~25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History

Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.

7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

~~25.~~26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

~~26.~~27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

~~27.~~28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

~~28.~~29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable

Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

~~29.~~30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

~~30.~~31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

~~31.~~32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and 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.

~~32.~~33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

~~33.~~34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

C. Terminate the Contract immediately without penalty.

~~34.~~35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

~~35.~~36. **Prevailing Wage**:

A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall

not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

~~36.~~37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to the extent required by law to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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.

C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is

threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); [Rescinded January 20, 2025]
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005)); [Rescinded March 2, 2025]

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

    Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

~~37.~~38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

~~38.~~39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300, and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

~~39.~~40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

~~40.~~41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500
Greater Than $100,000 Up to $500,000	$1,000
Greater Than $500,000 Up to $1,000,000	$5,000
Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

~~41.~~42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

~~42.~~43. **Subcontractors:**

A. 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.

B. 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 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.

C. List of Subcontractors: Contractor shall list all Subcontractors, as part of the Quote, as provided for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

~~43.~~44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, the Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

~~44.~~45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

~~45.~~46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

~~46.~~47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

~~47.~~48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently

to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

~~48.~~49. **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 County's

Project Manager and Contractor's Project Manager 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.

County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason**,** Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
jmason@ocair.com

Contractor: Amtek Construction
Attn: Alan Sayce
946 N. Lemon Street
Orange, CA 92867
562-696-7111
alan@amtekconstruction.com

~~49.~~50. **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 trial to another County.

~~50.~~51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

~~51.~~52. **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.

~~52.~~53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

~~53.~~54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents industry standards, and manufacturers' recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period On Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport

shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the date of and to the extent specified in a notice of termination and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$1,000,000 combined single limit each accident
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$5,000,000 combined single limit each accident (When accessing the Air Operations Area – AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, 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:

1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***
2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3) A Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.
4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $1,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $1,000,000, guaranteeing the faithful performance of the Contract. If at any time the value of the total task orders is expected to exceed $1,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

68. **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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

78. **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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb

the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

AMTEK CONSTRUCTION,
a State of California Corporation

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____ By_____

Print
Name_____

Title _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide Electrical Services under this Job Order Contract on an "as-needed" basis. No specified amount of work is guaranteed to the Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Code §20128.5. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. Electrical Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025.

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for Electrical Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. .Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

III. ORDERING PROCEDURES:

A. Joint Scope Meeting and Job Order Development:

County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

C. Quote Development

Contractor Job Order Proposal shall be comprised of the following elements:

1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor.

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three independent quotes for all materials.

      Total for Non-Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

      Subcontractor performed duties

      If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day.
3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.
4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate

completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;
2. Will not produce finished work in accordance with the terms of the Contract; or
3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed, notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

1. Quote Submittal

   Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

   The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

   Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

   Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

   The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.
3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).
4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional

compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)
Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting
No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction
Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.
    a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.
    b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
    c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars ($50.00) for each log and deduct from the Contractor's payment request, for each day the Contractor does not provide the documentation.
6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any

errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further, Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the

Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection. County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

   a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

   b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

      http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

   c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

      http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

   d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

   A copy of these documents may be found on the internet at:

   http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm

water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.

3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas
        v. Discharge locations
        vi. Sampling locations
        vii. Areas of soil disturbance (temporary or permanent)
        viii. Active areas of soil disturbance (cut or fill)
        ix. Locations of all runoff BMPs
        x. Locations of all erosion control BMPs

xi. Location of all sediment control BMPs

xii. ATS locations (if applicable)

xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed

xiv. Locations of all post construction BMPs

xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

   The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

   NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

   Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

   The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

   The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

   The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

   http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

   The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party (LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

   The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

   i. The Standard Risk Assessment includes utilization of the following:

1) Receiving water Assessment Interactive map
2) EPA Rainfall Erosivity Factor Calculator Website
3) Sediment Risk interactive map
4) Sediment sensitive water bodies list

ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class C-10** Contractor's license issued by the California State Contractor's License Board.

I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged.

Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 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, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under

any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for Electrical Services, as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits set forth Public Contract Code §20128.5. ~~.~~ The County shall have no obligation to pay any sum in excess of the Total Aggregate Contract Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area..

1.2047
Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area. .

1.1997
Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.2447
Utilize four decimal places

FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.2397

Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.2847

Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.2797

Utilize four decimal places

B. TOTAL AGGREGATE ~~-~~CONTRACT AMOUNT SHALL NOT EXCEED (Aggregate Amount between two (2) contractors)**:** ..... **$~~21~~,000,000**

- **No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.**

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III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and
2. All as-built prints and record drawings; and
3. All operation and maintenance manuals; and
4. All badges, keys and security entry cards; and
5. Conducted all required training for County Personnel;
6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied and is directly proportional to the amount of the payment currently requested.
2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.
3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.
4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.
5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.
6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.
7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.
8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.
9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that

as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <Insert PM name>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

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AGGREGATE JOB ODER CONTRACT (JOC) MA-280-26010007

FOR

ELECTRICAL SERVICES

This Aggregate Job Order Contract **MA-280-26010007** for Electrical Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange , ("County"), a political subdivision of the State of California, acting through its department John Wayne Airport and ***Amtek Construction***, ("Contractor"), which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this Aggregate Contract for Electrical Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for Electrical Services as set forth herein, and Contractor has represented that it is qualified and capable to provide Electrical Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide Electrical Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.

2. Board of Supervisors: The governing body of the County of Orange.

3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.

4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.

6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

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7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

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22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide Electrical Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective upon the date of execution of all necessary signatures ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

3. **Aggregate Contract**: This is an Aggregate Contract with **Amtek Construction** and **ABM Electrical & Lighting Solutions, Inc.,** with an Aggregate Contract Amount not to exceed $2,000,000 for a one-year term effective upon execution of the contracts. No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5

4. **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

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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.

5. **County's Representatives:**

A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any

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duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

7. **Usage:** Unless otherwise specified herein, 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.

8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

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9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

10. **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.

11. **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.

12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

13. **Title to Data:** 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.

14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with

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this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

17. **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.

18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

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20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

    Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

    The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

    Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

    Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

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The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four

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to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an

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employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.

8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge

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shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

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30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

    The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

    The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

    In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

    If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and 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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33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

    C. Terminate the Contract immediately without penalty.

35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

36. **Prevailing Wage**:

    A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

    B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

    C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

    D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic

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payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of

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during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to the extent required by law to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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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C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); [Rescinded January 20, 2025]
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005)); [Rescinded March 2, 2025]
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will

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provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300, and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500
Greater Than $100,000	$1,000

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Up to $500,000	
Greater Than $500,000 Up to $1,000,000	$5,000
Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

43. **Subcontractors:**

A. 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.

B. 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

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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.

C. List of Subcontractors: Contractor shall list all Subcontractors, as part of the Quote, as provided for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor’s own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, the Contractor shall keep on the site a copy of each

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manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the

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Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

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viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public

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entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

49. **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 County's Project Manager and Contractor's Project Manager 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

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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.

County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason, Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
jmason@ocair.com

Contractor: Amtek Construction
Attn: Alan Sayce
946 N. Lemon Street
Orange, CA 92867
562-696-7111
alan@amtekconstruction.com

50. **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 trial to another County.

51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

52. **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.

53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents industry standards, and manufacturers'

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recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period On Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

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56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the

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date of and to the extent specified in a notice of termination and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

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Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$1,000,000 combined single limit each accident
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$5,000,000 combined single limit each accident (When accessing the Air Operations Area – AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

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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 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***
2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3) A Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.
4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $1,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $1,000,000, guaranteeing the faithful performance of the

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Contract. If at any time the value of the total task orders is expected to exceed $1,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

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68. **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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

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78. **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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

    Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

AMTEK CONSTRUCTION,
a State of California Corporation

Date: 12/9/2025

By DocuSigned by: Alan Sayce 60C6BB10AB62436...
Signature

Alan Sayce President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 12/9/2025

By DocuSigned by: Loretta Sayce 74DC4F4703AE439...
Signature

Loretta Sayce CFO-Treasurer
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By_____

Print
Name_____

Title _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: DocuSigned by: Christine Nguyen 26F9D76C929A49E...
Deputy

Date: 12/9/2025

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ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide Electrical Services under this Job Order Contract on an "as-needed" basis. No specified amount of work is guaranteed to the Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Code §20128.5. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. Electrical Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025.

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for Electrical Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. .Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

III. ORDERING PROCEDURES:

A. <u>Joint Scope Meeting and Job Order Development</u>:

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County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

C. Quote Development

Contractor Job Order Proposal shall be comprised of the following elements:

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1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor.

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three independent quotes for all materials.

      Total for Non-Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

      Subcontractor performed duties

      If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

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D = Lowest of three Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

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b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.

2. Increase the number of working hours per shift, shifts per working day.

3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.

4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate

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completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;
2. Will not produce finished work in accordance with the terms of the Contract; or
3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed, notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

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1. Quote Submittal

   Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

   The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

   Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

   Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

   The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.
3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).
4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional

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compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)

Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting

No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction

Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.
    a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.
    b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
    c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars ($50.00) for each log and deduct from the Contractor's payment request, for each day the Contractor does not provide the documentation.
6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

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E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any

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errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further, Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the

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Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection. County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

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1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

   a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

   b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

   http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

   c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

   http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

   d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

   A copy of these documents may be found on the internet at:

   http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm

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water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.

3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas
        v. Discharge locations
        vi. Sampling locations
        vii. Areas of soil disturbance (temporary or permanent)
        viii. Active areas of soil disturbance (cut or fill)
        ix. Locations of all runoff BMPs
        x. Locations of all erosion control BMPs

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xi. Location of all sediment control BMPs

xii. ATS locations (if applicable)

xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed

xiv. Locations of all post construction BMPs

xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party (LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

i. The Standard Risk Assessment includes utilization of the following:

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1) Receiving water Assessment Interactive map
2) EPA Rainfall Erosivity Factor Calculator Website
3) Sediment Risk interactive map
4) Sediment sensitive water bodies list

ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class C-10** Contractor's license issued by the California State Contractor's License Board.

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I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged.

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Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 days after a stop Work order is delivered to the Contractor or within any extension of

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that period to which the Parties shall have agreed, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

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Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under

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any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

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ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for Electrical Services, as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits set forth Public Contract Code §20128.5.The County shall have no obligation to pay any sum in excess of the Total Aggregate Contract Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area..

1.2047

Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area. .

1.1997

Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.2447

Utilize four decimal places

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FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.2397
Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.2847
Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.2797
Utilize four decimal places

B. **TOTAL AGGREGATE CONTRACT AMOUNT SHALL NOT EXCEED (**Aggregate Amount between two (2) contractors**):** **$2,000,000**

- **No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.**

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III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and
2. All as-built prints and record drawings; and
3. All operation and maintenance manuals; and
4. All badges, keys and security entry cards; and
5. Conducted all required training for County Personnel;
6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an

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acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied and is directly proportional to the amount of the payment currently requested.

2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.

3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.

4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.

5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.

6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.

7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.

9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

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H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <Insert PM name>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

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Attachment C

CALM Procedures

The CALM (Coordination and Logistics Management) Team's goal *is to minimize construction-related impacts to passenger service and tenants while maintaining a positive guest experience*. Starting at the Planning stage, CALM utilizes a Program Master Schedule and GIS database to capture project dates and locations for all projects undertaken at John Wayne Airport. The CALM Team conducts time and space management and tracks all projects including CIP (Airside, Landside and Terminals), Tenant, Commercial and Revenue Management, Maintenance, Information Technology, and Operations. The CALM team will review projects through the design phase prior to construction to ensure program phasing will limit impacts to operations and customer service.

The Project submittals will include the following:

a) Proposed Project Schedule
b) Project Phasing Plan
c) Site Logistics Plan
d) USR (Utility Shutdown Requests) /LSR (Location Shutdown Requests)

Each project is tracked from its inception through construction completion, to insure efficient sequencing of multiple projects competing for the same time and space resources. A "Notice to Proceed" for the project will not be granted until the Applicant's submittals have been approved.

For questions regarding the CALM Program please contact:

Don Chinery at dchinery@ocair.com (310.614.1905)

CALM submittal requirements

Below is an outline of the required CALM Submittals:

1. The Applicant must submit the following information:

    a. Project Schedule
    b. Physical location/Map
    c. Scope of the project.

    With this information, the CALM Team will be able to identify any conflicts, or impacts with time and space coordination.

2. Due to the large number of construction projects taking place, appropriate project sequencing is of critical importance to JWA. The contractor shall notify the JWA Project Sponsor of any cost/schedule changes that differ from previous submitted documents. Failure to notify the JWA Project Sponsor of any schedule change, may adversely affect the contractors ability to commence/complete the project.

3. The Contractor must notify the JWA Project Sponsor, who in turn, will notify CALM when they plan to submit their Logistical Work Plan. Please be mindful that each submittal review, and/or resubmit may take a minimum of seven working days per review.

4. Prior to the Applicant receiving a Notice to Proceed (NTP), the Applicant shall have an approved Logistical Work Plan consisting of, but not limited to the following:

    a. Updated Construction Schedule

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b. Site Logistics Plan
c. Temporary Barricade Plan
d. Temporary Construction Signage Plan
e. Project Phasing Document
f. Haul Routes
g. Construction Stock piles/Laydown Areas

To facilitate the submittal process of the required documents, the Site Logistics & Project Phasing Checklist is required to be completed and submitted with the Logistical Work Plan. Please incorporate the checklist directly on site logistics work plan.

5. After NTP, and during all phases of construction, the Contractor shall not deviate from the approved Logistical Work Plan. The Contractor must resubmit any changes to the Logistical Plan to the JWA Project Sponsor for final approval.

Project Phasing Plan

1. The Applicant shall submit a Project Phasing Document, defining each specific work area (Phase) into which the overall project is divided. A Project Phasing Document is required for any project with one or more phases of work. A Project Phasing Document and a fully documented Logistical Work Plan Checklist shall be approved by JWA prior to issuance of a Notice to Proceed. The document shall be developed in accordance with the following criteria.

    a) Written description of the work to be accomplished within each phase.

    b) Breakdown the physical elements of the project to accurately reflect the progression of work, sequenced in accordance with the project schedule.

    c) Include dates for proposed work, daily work hours, and Emergency 24 hour contact information for each phase.

    d) The document shall be flexible in its ability to describe real-time updates and shall be updated as required to ensure stakeholders are fully informed of revisions as they occur.

    e) The document shall be consistent with the overall Project Schedule.

2. The description of each Phase shall address the following as a minimum.

    a) Location of barricades, partitions, covered walkways, stairs, scaffolding, work platforms, etc. which are designed to separate construction activities from ongoing operational areas and mitigate disruptions to passenger and other stakeholder traffic flows.

    b) Identify security provisions

    c) Identify emergency personnel provisions

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d) Emergency evacuation routes

e) Identify egress analysis and Occupancy Load calculations for each phase of the construction

f) Identify the means for public and worker health and safety protection

g) Identify any relocation and definition of temporary facilities required to maintain ongoing operations

h) State the means for maintenance of fire/life safety systems

i) State applicable construction restrictions during special events and holidays

j) Identify locations for material stockpiling and staging

k) Identify Locations and related work zones for worker/material handling equipment

l) Identify the plan for rubbish removal, including location of trash bins

m) Identify modification and maintenance of existing systems during construction

n) Identify temporary signage/way-finding needs and depict on drawings.

o) Identify Stakeholder relocations

p) Show routing of temporary utilities, lines, and points of tie-in

q) Identify temporary facilities

r) Identify means for dust/dirt/debris mitigation

s) Identify means for construction noise mitigation

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Site Logistics Plan

As part of the Logistics Work Plan, the Applicant shall submit a proposed Site Logistics Plan. A Site Logistics Plan and a fully documented Logistical Work Plan Checklist, shall be approved by JWA prior to issuance of a Notice to Proceed. At a minimum, the plan shall address the following information:

a) Identify point of entrance locations and traffic routes for movement of the contractor's equipment, materials and workers to the work

b) Incorporate Escort provisions including conformance with LAWA and TSA regulations regarding allowable number and handling of un-badged personnel

c) Define alterations to existing facilities/infrastructure

d) Locate on plans, construction zone accommodation of vehicular and aircraft traffic including signage, traffic stripping, flagging, temporary closures, barricades, and detours

e) Locate on plans, provisions and plans for worker parking

f) Locate on plans, the staging/laydown areas for construction equipment, trash/debris receptacles, and material storage and protection

g) Locate on plans, temporary facilities including trailers, and dumpsters.

h) Identify locations and related work zones for worker/material handling equipment such as cranes, and lifts

i) Provide emergency vehicle access provisions

j) Provide emergency evacuation routes

k) Provisions for protection of private and public properties, including leased properties on site, if applicable

l) Identify security provisions

m) Locate on plans, fencing and enclosure provisions

n) Identify location of off-site, project-related facilities

o) Identify on-site parking provisions if applicable.

p) Emergency contacts posted on plan

q) Define work shifts and corresponding working hours

r) Show routing of temporary utility lines and points of tie-ins

s) Show provisions for reclamation of areas disturbed by the contractor

t) Provide plans and actions taken to comply with environmental requirements and permits

u) Identify the means for dust/dirt/debris mitigation

v) Identify the means for construction noise mitigation

w) Incorporate coordination and accommodation of stakeholders impacted by the work

x) Incorporate coordination with other contractors impacted by or impacting the work

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CALM Shutdown Coordination Center

JWA established the CALM Shutdown Control Center (SCC) to coordinate all Utility Shutdown Requests (USR) and Location Shutdown Requests (LSR).

1. Utility Shutdown (USR) is any disruption or disconnection of a utility (including abandonment) of any system, subsystem, or branch for any length of time. This includes electrical, water, natural gas, fuel, fire alarm, security/ACAMS, sewer, communications, HVAC, and sprinkler. A utility shutdown is defined as a singular event; one turn off/one turn on. Utility Shutdowns cover the following:

    a. Electrical
    b. Water
    c. Natural Gas
    d. Fuel
    e. Fire Alarm
    f. Security/ACAMS
    g. Sewer
    h. Communications/ IT
    i. HVAC
    j. Sprinklers

2. Location Shutdown (LSR) is the closure of an area preventing normal activity for a set period of time. This includes all landside, airside, and terminal areas and is generally associated with the disruption of normal vehicle, pedestrian, and aircraft use or flow. Area shutdown is defined as a singular event; one shutdown of operation / one restoration of operation. Area Shutdowns include:

    a. Landside traffic closures
    b. Airside traffic closures (vehicle or aircraft)
    c. Terminal Area road closures
    d. Restrictions to Public Access (i.e. walkways, public access doors)
    e. Elevator/Escalator
    f. Restroom Closures
    g. Gate Closures

The Contractor is responsible to submit a new request 30 days in advance of proposed start date. This will identify any impacts to Airport Operations including Utility Shutdowns and Location Shutdowns. This will allow the Project Sponsor the time needed to review and coordinate the requests with the Primary Stakeholders. Incomplete documentation will delay the approval process of the USR/LSR and potentially impact the requested date(s). An email notification will be sent by the CALM SCC to indicate final approval.

LSR Review

- Identify Impacts (Facilities, Stakeholders, Operations)
- Gather Facts (Time, Duration, Purpose, Contacts)
- Determine Area
- Develop Mitigation Plan
- Review Contractor Work Plan

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LSR Submittal Process

The completed LSRs are submitted by the JWA Project Sponsor to the Shutdown Control Center for processing and tracking. Once a submittal is received, it is distributed to the LSR Approval Team to review any additional coordination and logistical needs. The requests are tracked through the CALM Shutdown Control Center tracking system.

- To guarantee LSR approval for on-time implementation, projects expected to have a large impact to stakeholders and other projects should plan on submitting a draft package which includes the LSR and a traffic control plan to the LSR Approval Team at least 30 days prior to expected implementation date. Some projects have been introduced at least 1-2 months in advance to allow for coordination and planning.

- LSRs are approved prior to project implementation and a complete LSR package should be submitted at least 30 days prior to the expected start date. In addition, a *site walk* is typically completed 2 weeks prior to give a better understanding to Airport Operations, CALM and the Project Management team of all field conditions.

CALM / LSR Requirements

A separate LSR is required for each area to be impacted.

- Complete the application in its entirety and attach any Completed/Approved Required documentation. Incomplete applications may be delayed for processing.
- This package shall describe all details related to the submitted Phasing Plan, Logistical Work Plan, and logistical checklist and will be updated as needed to ensure stakeholders are informed of revisions.

The Contractor shall submit an overall Phasing Plan with a baseline schedule.

- Within the task specific phasing plan, the contractor shall identify specific tasks, which will function as a sub phase to the overall Phasing Plan and schedule.
- If a Task Specific Phase has separate logistical needs, the contractor will be required to complete a Logistical Work Plan for each of those Task Specific Phases.
- The Logistical Work Plan shall include the following: Scope and description of work, a Communications Plan, identification of coordination plans with all contractor construction activities in the area, and identification of all permits.

LSR Revisions

An LSR Revision shall be submitted when an existing LSR changes in scope of work or dates are extended. For example – work will now be added to the project in a different location. Date extension requests shall be sent to the CALM SCC at least one week prior to LSR expiration date.

LSR Updates

An LSR Update shall be disseminated when an existing LSR has additional work, but the scope of work does not change and neither do the dates. Contractor shall submit addendums to the LSR to the SCC for any changes that affect the work area or airport operations. The SCC shall be notified when work is completed.

AGGREGATE JOB ORDER CONTRACT (JOC) MA-280-26010007

FOR

ELECTRICAL SERVICES

This Aggregate Job Order Contract **MA-280-26010007** for Electrical Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange ("County") , ~~John Wayne Airport,~~ a political subdivision of the State of California, acting through its department John Wayne Airport, ~~("County")~~ and ***ABM Electrical & Lighting Solutions, Inc.***, ("Contractor"), which are sometimes individually referred to as "Party,"~~,~~ or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this Aggregate Contract for Electrical Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for Electrical Services as set forth herein, and Contractor has represented that it is qualified and capable to provide Electrical Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide Electrical Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.

2. Board of Supervisors: The governing body of the County of Orange.

3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.

4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.

6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide Electrical Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective ~~December 18, 2025 if executed with all necessary signatures by this date, or~~ upon the date of execution of all necessary signatures ~~if execution occurs after December 18, 2025~~ ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

Aggregate Contract: This is an Aggregate Contract with ~~**AmTek Construction** and~~ **ABM Electrical & Lighting Solutions, Inc.,** and **Amtek Construction** with an Aggregate Contract Amount not to exceed $2,000,000 for a one-year term effective upon execution of the contracts. No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5

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~~2.~~3.

~~3.~~ **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.

4.

~~4.~~5. **County's Representatives:**

A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with

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the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

~~5.~~6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

~~6.~~7. **Usage:** Unless otherwise specified herein, 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.

~~7.~~8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

~~8.~~9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

~~9.~~10. **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.

~~10.~~11. **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.

~~11.~~12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

~~12.~~13. **Title to Data:** 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.

~~13.~~14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual

information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

~~14.~~15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

~~15.~~16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

~~16.~~17. **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.

~~17.~~18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

~~18.~~19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if

required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

~~19.~~20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

~~20.~~21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

~~21.~~22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

~~22.~~23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

~~23.~~24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the

entire construction Work, except for any completed unit of construction thereof which until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

~~24.~~25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's

security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID

Badge prior to fulfilling an independent shift assignment.

7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

~~25.~~26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

~~26.~~27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

~~27.~~28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

~~28.~~29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable

Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

~~29.~~30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

~~30.~~31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

~~31.~~32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and 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.

~~32.~~33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

~~33.~~34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

C. Terminate the Contract immediately without penalty.

~~34.~~35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

~~35.~~36. **Prevailing Wage**:

A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall

not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

~~36.~~37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to the extent required by law to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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.

C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the

sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); [Rescinded January 20, 2025]
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005)); [Rescinded March 2, 2025]
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

~~37.~~38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

~~38.~~39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300, and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

~~39.~~40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

~~40.~~41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500

Greater Than $100,000 Up to $500,000	$1,000
Greater Than $500,000 Up to $1,000,000	$5,000
Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

~~41.~~42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

~~42.~~43. **Subcontractors:**

A. 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.

B. 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 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.

C. List of Subcontractors: Contractor shall list all Subcontractors, as part of the Quote, as provided for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

~~43.~~44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built"

record set of drawings. In addition, the Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

~~44.~~45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

~~45.~~46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

~~46.~~47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

~~47.~~48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or

board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

~~48.~~ **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 County's Project Manager and Contractor's Project Manager 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.

49.

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County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason**,** Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
jmason@ocair.com

Contractor: ABM Electrical & Lighting Solutions, Inc.
Attn: Nate Piorek
14201 Franklin Avenue
Tustin, CA 92780
949-702-0229
Nate.piorek@abm.com

~~49.~~50. **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 trial to another County.

~~50.~~51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

~~51.~~52. **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.

~~52.~~53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

~~53.~~54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents industry standards, and manufacturers' recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period On Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from

the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to

the Contractor of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the date of and to the extent specified in a notice of termination and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$1,000,000 combined single limit each accident
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$5,000,000 combined single limit each accident (When accessing the Air Operations Area – AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, 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:

1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***
2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3) A Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.
4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $1,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $1,000,000, guaranteeing the faithful performance of the Contract. If at any time the value of the total task orders is expected to exceed $1,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

68. **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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

78. **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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

    Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or

lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

ABM ELECTRICAL & LIGHTING SOLUTIONS, INC.,
a State of Delaware Corporation

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____ By_____
Signature

_____
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____ By_____

Print
Name_____

Title _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide Electrical Services under this Job Order Contract on as "as-needed" basis. No specified amount of work is guaranteed to the Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. Electrical Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025.

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for Electrical Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, , and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. .Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5

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III. ORDERING PROCEDURES:

A. Joint Scope Meeting and Job Order Development:

County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

C. Quote Development

Contractor Job Order Quote shall be comprised of the following elements:

1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three independent quotes for all materials.

      Total for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

      Subcontractor performed duties

If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.

2. Increase the number of working hours per shift, shifts per working day.

3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.

4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and

approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;
2. Will not produce finished work in accordance with the terms of the Contract; or
3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed,

notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

1. Quote Submittal

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.
3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).

4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)
Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting
No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction
Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.
    a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.
    b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
    c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars ($50.00) for each log and deduct from the Contractor's payment request, for each day the Contractor

does not provide the documentation.

6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further,

Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection. County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction

BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

A copy of these documents may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.
3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas
        v. Discharge locations
        vi. Sampling locations

vii. Areas of soil disturbance (temporary or permanent)
viii. Active areas of soil disturbance (cut or fill)
ix. Locations of all runoff BMPs
x. Locations of all erosion control BMPs
xi. Location of all sediment control BMPs
xii. ATS locations (if applicable)
xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed
xiv. Locations of all post construction BMPs
xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party (LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

i. The Standard Risk Assessment includes utilization of the following:

1) Receiving water Assessment Interactive map

2) EPA Rainfall Erosivity Factor Calculator Website

3) Sediment Risk interactive map

4) Sediment sensitive water bodies list

ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class C-10** Contractor's license issued by the California State Contractor's License Board.

I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is

required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged. Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 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, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under

any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this ~~Agreement, and~~Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for Electrical Services, as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits set forth Public Contract Code §20128.5.~~.~~ The County shall have no obligation to pay any sum in excess of the Total Contract Aggregate Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area.

1.1554
Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area.

1.0998
Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.4502
Utilize four decimal places

FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.1394

Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.6511

Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.5599

Utilize four decimal places

B. TOTAL AGGREGATE CONTRACT AMOUNT SHALL NOT EXCEED (Aggregate Amount between two (2) contractors):: **$21,000,000**

- **No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.**

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III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and
2. All as-built prints and record drawings; and
3. All operation and maintenance manuals; and
4. All badges, keys and security entry cards; and
5. Conducted all required training for County Personnel;
6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied and is directly proportional to the amount of the payment currently requested.
2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.
3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.
4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.
5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.
6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.
7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.
8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.
9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that

as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <Insert PM name>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

Docusign Envelope ID: 0D0F5CB1-417C-4BB3-B265-75A6AC7CB5D3

AGGREGATE JOB ORDER CONTRACT (JOC) MA-280-26010007

FOR

ELECTRICAL SERVICES

This Aggregate Job Order Contract **MA-280-26010007** for Electrical Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange ("County") , a political subdivision of the State of California, acting through its department John Wayne Airport, and ***ABM Electrical & Lighting Solutions, Inc.***, ("Contractor"), which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor are entering into this Aggregate Contract for Electrical Services at John Wayne Airport under a Usage Contract; and,

WHEREAS, County solicited Job Order Contract (JOC) for Electrical Services as set forth herein, and Contractor has represented that it is qualified and capable to provide Electrical Services at John Wayne Airport as further set forth herein; and,

WHEREAS, Contractor agrees to provide Electrical Services at John Wayne Airport as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DEFINITIONS: The following terms shall have the definitions as set forth below:

1. Adjustment Factor: The Bidder's competitively bid price adjustment to the unit prices published in the Construction Task Catalog®.

2. Board of Supervisors: The governing body of the County of Orange.

3. Brief Scope of Work: The initial Scope of Work developed by the County Project Manager and is utilized to provide adequate information to schedule the Joint Scope Meeting.

4. Best Management Practices (BMPs): As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. Specific BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

5. Construction Task Catalog® (CTC): A comprehensive listing of specific construction related tasks identified by the County together with a specified unit of measurement and unit price. The price published in the CTC for a specific construction or construction-related task. The unit prices are fixed for the Term of this Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.

6. Contract: Contract consists of Notice Inviting Bids, Job Order Contract Agreement, Performance Bond, Payment Bond, Certificates of Insurance, CTC, Specifications, Task Orders and all modifications and amendments hereto.

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7. County: The County of Orange as a legal entity, a political subdivision of the State of California.

8. County Project Manager: The County's assigned Project Manager.

9. DAMP/LIP: To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to.

10. Detailed Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. Developed by the Contractor, after the Joint Scope Meeting and submitted for approval to the County Project Manager.

11. Director: The Director of John Wayne Airport, County of Orange, or a designated representative for the work.

12. Final Acceptance: All Work has been completed and accepted by the County. The Contractor has provided all required close-out documentation and items as required by the Detailed Scope of Work for the specific Job Order, and these items and have accepted and approved by the County.

13. Job Order: A written order issued by the County requiring Contractor the complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Work may consist of one or more Job Orders.

14. Job Order Authorization (JOA): Issued upon acceptance of quote and the duration schedule, stating that the quote is a firm fixed price. Must be issued prior to issuance of a Notice to Proceed.

15. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

16. Job Order Notice to Proceed (NTP): The document prepared by the County, based on the approved Job Order Quote, and issued to the Contractor which provides the specific instructions, specific bid items, and the duration to complete the approved Detailed Scope of Work.

17. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

18. Job Order Quote (Quote): Contractor's irrevocable offer to perform Work associated with a Job Order and refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor's Quote must be on forms provided by the County and in an electronic version compatible with the County's systems. The Quote may also contain approved drawings, Work schedule, permits, or other such documentation as the County might require for a specific Job Order. Contractors are required to submit a detailed project schedule using a robust project management tool capable of handling complex schedules, resources, and project portfolios. Preferred formats include Oracle Primavera P6 or Microsoft Project. The submitted schedule should clearly outline task sequencing, durations, dependencies, and critical path elements to ensure effective project tracking and coordination.

19. Joint Scope Meeting: A meeting at the Job Order location, attended by the Contractor and County and any other interested parties to outline the Scope of Work for the Task.

20. Maximum Potential Contract Amount: The maximum potential value of the Contract as defined on the Description of Work.

21. Minimum Contract Amount: There is no minimum amount of Work that the Contractor is guaranteed under this Contract.

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22. Non-Pre-Priced (NPP) Tasks: The units of Work that are not included in the CTC but are still within the general Scope of Work requested by the County under the Contract.

23. Normal Working Hours: Means between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

24. Other Than Normal Working Hours: Means Work done between the hours of 5:01 PM to 6:59 AM, on weekdays and any times during Saturday, Sunday, and County holidays.

25. Pre-Priced Task: A task described in, and for which a Unit Price is set forth, in the CTC.

26. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract as described in individual Job Orders.

27. Request for Quote (RFQ): The County's Request for Quote for a specific Job Order.

28. Specifications: The explicit requirements for the material, design, product, system or service and workmanship for the work to be utilized in completing each Job Order.

29. Stormwater Permit: The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including from all County facilities on which Work within Contract is being performed. These permits are referred to as Stormwater Permits.

30. Unit Price: The price published in the CTC for a specific construction or construction-related task. Unit Prices for new Pre-Priced Tasks can be established during the course of the Contract and added to the CTC. The unit prices are fixed for the term of the Contract. Each Unit Price is comprised of the prevailing wage labor, equipment and materials costs to accomplish a specific task.

31. Work: The Work shall include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the Contractor to faithfully perform and complete all of its obligations under the Contract.

ARTICLES

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor will provide Electrical Services at John Wayne Airport under a Usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.

2. **Term:** Following the Contract's award by the Board of Supervisors, this Contract shall become effective upon the date of execution of all necessary signatures ("Date of Commencement"); and shall be effective for one (1) year from the Date of Commencement or until the maximum Contract amount is expended, whichever occurs first; or unless otherwise terminated.

3. **Aggregate Contract**: This is an Aggregate Contract with **ABM Electrical & Lighting Solutions, Inc.,** and **Amtek Construction** with an Aggregate Contract Amount not to exceed $2,000,000 for a one-year term effective upon execution of the contracts. No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.

4. **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

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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.

5. **County's Representatives:**

A. The Contract will be under the general direction of the Board of Supervisors. John Wayne Airport is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the Contract, and shall exercise full control of the Contract, so far as it affects the interest of the County.

B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, John Wayne Airport, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the Work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

C. County's Contract Administrator is the County's exclusive contact agent to the Contractor with respect to this Contract during construction and until the completion of the Contract. The County will assign Project Managers for individual Job Orders. The County may utilize the services of an Architect in relation to some, but not all Job Orders.

D. The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.

E. County Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

F. The County and County Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

G. The County and County Project Manager shall not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and subcontractors or to coordinate with others separate Contractors.

H. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

I. County Project Manager has the authority to disapprove or reject Work on behalf of the County when, in the County Project Manager's opinion, the Work does not conform to the Contract documents.

J. Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract documents, County Project Manager has the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract documents whether or not such Work shall then be fabricated, installed or completed.

K. County Project Manager has the authority to require special inspection or testing of the Work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any

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duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

L. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.

M. County Contract Administrator will establish procedures to be followed for processing all submittals, Change Orders, Invoices, other project reports, documentation and test reports.

N. County Project Manager will issue Job Order if required.

O. County Project Manager will review and process all Invoices by the Contractor.

6. **Contractor:**

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Superintendent: The Contractor shall maintain on site, at all times during the construction activities, a dedicated competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the Work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the Work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

If Contractor elects to appoint a Contractor's Project Manager, all relevant provisions of the above paragraph shall also apply to Contractor's Project Manager. If Contractor elects to not appoint a Contractor's Project Manager, any references to "Contractor's Project Manager" in this Contract shall be deemed to be referring to Superintendent.

C. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

D. Superintendent and County Project Manager: The Contractor shall provide County Project Manager with complete Work history profiles of management staff associated with this Project for County Project Manager review.

7. **Usage:** Unless otherwise specified herein, 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.

8. **Self-Performance Obligation:** The Contractor shall self-perform at least **51%** of the total cumulative Job Orders issued under this Contract. The percentage is based on the total value of work performed and excludes the cost of materials, subcontracted work, and Specialty Bid Item . This requirement shall be monitored throughout the contract term and is a condition of continued eligibility for Job Order awards.

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9. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, 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.

10. **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.

11. **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.

12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative Work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative Work or furnished materials shall be used by the Contractor without the express written consent of the County.

13. **Title to Data:** 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.

14. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of Work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art Work, resulting from performance or prepared in connection with

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this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

16. **News/Information Release**: The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

17. **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.

18. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

19. **Sub-Contractor Audit:** Contractor shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a County representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

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20. **State Funds-Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

    Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

    The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

21. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

    Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

    Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

22. **Conditions Affecting the Work:** The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof for any Job Order. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning 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.

23. **County's Property On Site:** All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the Parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the County.

24. **Protection:** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which until completion and acceptance of the entire construction Work, except for any completed unit of construction thereof which theretofore may have been accepted.

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The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the Contract documents and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to John Wayne Airport. Contractor's and subcontractors' employees shall possess means of identification at all times as required by John Wayne Airport while on the job site.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by John Wayne Airport. Any dispute as to compensation claimed by the Contractor on account of emergency Work shall be determined by agreement as hereinafter set forth.

John Wayne Airport may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from John Wayne Airport shall not relieve the Contractor of responsibility.

If the Contractor fails or refuses to comply promptly, John Wayne Airport may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

25. **Access and Security Requirements:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four

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to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an

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employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.

8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
   - STA Fee: Approximately $11.00
   - Fingerprint/CHRC Fee: Approximately $31.00
   - ID Badge Fee: Approximately $10.00
   - Terminated, Unreturned ID Badge Fee: Approximately $250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. **Airport Driving Endorsement**: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.

4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge

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shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

6. No worker shall be used in performance of this work that has not passed the background check.

26. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

27. **Safety:** Contractor shall submit to County for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Project-Specific Safety & Health Plan and/or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, Contractor may only resume work upon Contractor's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.

28. **Operational Requirements:** The Contractor shall not interrupt any operation of JWA in the performance of the work without prior written approval by JWA. County may stop work if Contractor interrupts the operation of any County or Federal facility, equipment, or system. Should the County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Construction Execution Plan. Contractor is not entitled to damages as a result of such stoppage of work. Any Contractor interruption may constitute a material breach of this Contract.

29. **Quality Control:** Contractor shall submit to County for approval, a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable Quality Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised Quality Control Plan. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the Contractor to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

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30. **Storm Water Pollution Prevention Plan (SWPPP):** Contractor shall submit to County for approval by JWA a SWPPP within twenty-one (21) calendar days following the Contract Award Date when one is required according to JWA. JWA shall have up to fourteen (14) calendar days to approve or disapprove such plan. Failure by the Contractor to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should JWA stop work, such work may only resume upon Contractor submission, and upon JWA approval, of a revised SWPPP. Contractor is not entitled to damages as a result of such stoppage of work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable SWPPP, revised SWPPP, or work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.

31. **Construction Execution Plan:** Contractor shall submit to County for approval a Construction Execution Plan (CEP) for the work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. County shall have up to fourteen (14) calendar days to approve or disapprove such plan. The failure by the Contractor to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for the County to reject, in its entirety, any request for payment by the Contractor, withhold payments due to the Contractor, and order that all work be stopped. Should County stop work, such work may only resume upon Contractor submission, and upon County approval, of a revised CEP. Contractor is not entitled to damages as a result of such stoppage of work. Delays to the Schedule that may be incurred by the Contractor resulting from an unacceptable CEP, revised CEP, or work stoppage for reasons related to its CEP are inexcusable and non-compensable.

32. **Responsibility For Damages Or Injury:** The 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") shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Project or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Project; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

    The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Project or at any time before its completion and final acceptance.

    The Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County Indemnitees from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Project or by or in consequence of any negligence in guarding the Project; use of improper materials in construction of the Project; or by or on account of any act or omission by the Contractor or his agents during the progress of the Work or at any time before the completion and final acceptance of the Project.

    In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

    If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County and 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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33. **Other Contracts:** The Board of Supervisors may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own Work to such additional Work as may be directed by John Wayne Airport. The Contractor shall not commit or permit any act, which will interfere with the performance of Work by any other contractor or by County employees.

34. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

    C. Terminate the Contract immediately without penalty.

35. **Orderly Termination:** 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

36. **Prevailing Wage**:

    A. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works project.

    B. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors or available at the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

    C. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

    D. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic

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payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair.
- $15,000 for maintenance.

F. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

G. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor of by any Subcontractor for each calendar day of

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during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

H. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

37. **Civil Rights and Nondiscrimination:**

A. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to the extent required by law to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:**

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.

C. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to the extent required by law as follows:

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1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    ii. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

    Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred

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to as the "Contractor") agrees to comply to the extent required by law or as such provisions may be modified with the following nondiscrimination statutes and authorities as may be amended; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); [Rescinded January 20, 2025]
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005)); [Rescinded March 2, 2025]
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

    Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

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38. **Assignment Of Antitrust Actions:** In accordance with Public Contract Code, Section 7103.5, by entering into this Contract or into a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

39. **Substituted Security:** In accordance with Section 22300 of the Public Contract Code, the County will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Attachment B, Paragraph V of the Contract. Such substituted security must meet the requirements of said Section 22300, and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Contract shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

40. **Apprentices:** The Contractor shall familiarize himself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

    Contractor agrees to comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for Work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000).

    Contractor and subcontractor shall comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

41. **Liquidated Damages:** Timely Completion of services provided under this Contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County in accordance with this Contract, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

Schedule for Liquidated Damages

Job Order price	Liquidated damages per day
Up to $100,000	$500
Greater Than $100,000 Up to $500,000	$1,000
Greater Than $500,000 Up to $1,000,000	$5,000

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Greater Than $1,000,000	$10,000

A. The applicability of liquidated damages shall be clearly noted on the Request for Quote for each Job Order. No liquidated damages shall apply if not noted on the Request for Quote. If the Contractor fails to complete any part of the Work in accordance with the Work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the Work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.

42. **Material, Workmanship, and Acceptance:**

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

B. All Work under this Contract shall be performed in a skillful and workmanlike manner. County may, in writing, require the Contractor to remove from the Work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by County not to conform to the Contract requirements, unless in the public interest County consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all Work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

43. **Subcontractors:**

A. 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.

B. 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 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.

C. <u>List of Subcontractors</u>: Contractor shall list all Subcontractors, as part of the Quote, as provided

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for in Attachment A, ordering procedures.

D. Licensed Subcontractors: Each subcontractor selected for the Work shall be licensed in the State of California in his particular field.

E. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

F. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's Work to the extent of such subcontractor's interest therein.

G. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

44. **Drawings And Specifications:**

A. Checking: The Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify the County of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware, etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions: Omissions from the drawings or specifications, or the mis-description of details of Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of the County as soon as possible. The County shall promptly notify the Contractor of the correction or addition to be made in the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the Work without issuance of an additional Job order. Any adjustment by the Contractor without written determination shall be at Contractor’s own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall call this to attention of the County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. The Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, the Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to the County.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the County, and shall be documented within the Detailed Scope of Work for the specific Job Order.

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F. Technical Specifications: The Technical Specifications furnished in the CTC are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work. When specifications and drawings are provided or referenced by the County, these are to be considered part of the Scope of Work, and to be specifically documented in the Detailed Scope of Work. For convenience, the County supplied specifications in the CTC.

45. **Division of the Specifications:**

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the Work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or Work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract documents and other related sections as if therein written.

46. **Site Conditions:**

A. Existing Site Conditions: Information with respect to the site of the Work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

i. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

iii. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

iv. County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required or performance of this Contract, an equitable adjustment in accordance with section 17 above, and Articles 32 and 46, shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in

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the Contractor's cost of, or, time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. This will be accomplished by the issuance of a separate Job Order. The payment of this is full compensation for all Contractor's cost.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the Work as available and access thereto and shall confine his operations to the space assigned. The Work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of Work by any other Contractor or employees of the County whether at the site or not.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the Work. Contractor shall restrict access to the areas of the facility not specifically included in this Contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security Requirements: Contractor shall comply with the written schedule provided by County, which shall clearly show the specific start and end times for each workday. In addition, Contractor shall perform the following:

i. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.

ii. Follow any special security requirements issued by the County Project Manager or designee.

iii. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.

iv. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

v. Restrict all activities to the immediate work site and adjacent assigned areas.

vi. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.

vii. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

viii. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.

ix. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

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G. Security System: The site and the Work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

H. Secured Facilities: For specific Job Orders, the work may be conducted at secured County facilities. As a requirement to work in these Facilities, all Contractor employees, including all subcontractor employees, must obtain a security clearance. If security clearances are required, this will be discussed at the Joint Scope Meeting. At the Joint Scope Meeting, all requirements and forms will be provided by the County Project Manager. Also, the requirement to obtain the clearances will be incorporated in the Job Order Schedule. All costs to obtain clearances are the responsibility of the Contractor.

I. Employee Acceptability: If required by a specific Job Order, prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ. During the life of a Job Order, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

47. **Beneficial Occupancy:**

A. The County may, at any time, and from time to time, during the performance of the Work, enter the structure for the purpose of installing any necessary Work by County labor of other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other Work being done by or on behalf of the County.

B. If, prior to completion and Final Acceptance of all the Work under a specific Job Order, the County takes possession of any structure (whether completed or otherwise) comprising a portion of that Project with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding its normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

48. **Contract Disputes:**

A. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the Work diligently to completion as directed by John Wayne Airport. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the Work.

B. For this section a "claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

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(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

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(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. All construction claims of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy-Five Thousand Dollars ($375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to John Wayne Airport promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to John Wayne Airport shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertible after completion or cessation of the Work.

49. **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 County's Project Manager and Contractor's Project Manager 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.

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County: John Wayne Airport Administration
Attn: Poly Koliagis, JOC Contract Administrator/PM
3180 Airway Ave.
949-252-5222
pkoliagis@ocair.com

cc: John Wayne Airport Administration
Attn: Jennifer Mason, Deputy Purchasing Agent
3160 Airway Ave.
Costa Mesa, CA 92626
jmason@ocair.com

Contractor: ABM Electrical & Lighting Solutions, Inc.
Attn: Nate Piorek
14201 Franklin Avenue
Tustin, CA 92780
949-702-0229
Nate.piorek@abm.com

50. **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 trial to another County.

51. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.

52. **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.

53. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

54. **Warranty Work/Guarantees:**

Contractor warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents industry standards, and manufacturers' recommendations. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

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Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by Contractor, improper operation or maintenance, or normal wear and tear.

A. Correction Period On Defective Work: Contractor shall take immediate action to correct any Defective Work reported by the County orally or in writing. Failure by the Contractor to take corrective action on Defective Work within twenty-four (24) hours after notification on items affecting essential use of a facility, safety or the preservation of property, or within ten (10) calendar days following notice on other Defective Work, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County because of Contractor's failure to correct Defective work will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

B. Manufacturers and Installers' Warranties: All manufacturers' and installers' warranties received by Contractor shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. Contractor shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before Owner's acceptance of the work, Contractor shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

C. Survival**:** All of Contractor's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve Contractor of liability with respect to its warranty obligations or for Defective Work.

54. **Patent Infringement**:

A. The Contractor shall report to John Wayne Airport, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

55. **Assignment:** Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the County Purchasing Agent or designee, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County Project Manager enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

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56. **Termination For Cause & Damages for Delay:**

A. If the Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within such time, the County Project Manager may, by written notice to the Contractor, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the Project and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore. Whether or not the Contractor's right to proceed with the Project is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the Project within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the County takes over the Project or otherwise incurs damages as a result of Contractor's default, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Project together with any increased costs occasioned the Project in completing the Project as well as any other damages incurred by County.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

i. The delay in the completion of the Project arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

ii. The Contractor, within ten days from the beginning of any such delays (unless John Wayne Airport grants a further period of time before the date of final payment under the Contract), notifies John Wayne Airport in writing of the causes of delay.

iii. John Wayne Airport shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in its judgment, the delay is justified. John Wayne Airport shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to as the procedures provided in Article 43 of these Articles.

a. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

57. **Termination for Convenience of the County:** Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be affected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated. The Contractor shall immediately stop Work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination and such other payment Contractor is entitled to under Attachment A, Section II. "Performance Requirements" and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The Contractor shall insert in all subcontracts that the sub-consultant shall stop Work on the

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date of and to the extent specified in a notice of termination and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.

58. **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.

59. **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.

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

61. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all Work performed by subcontractors.

62. **Insurance Provisions:**

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. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy

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 carry 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 SIRs 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.

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Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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 Including Products-Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$1,000,000 combined single limit each accident
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$5,000,000 combined single limit each accident (When accessing the Air Operations Area – AOA)
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per accident or disease

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

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 Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

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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 10 04 13 or CG 20 33 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 shall state ***AS REQUIRED BY WRITTEN CONTRACT.***
2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3) A Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.
4) 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, employees, and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

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.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

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 copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

63. **Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for $1,000,000, in accordance with Section 9554 of the Civil Code, and one surety bond in the amount of $1,000,000, guaranteeing the faithful performance of the

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Contract. If at any time the value of the total task orders is expected to exceed $1,000,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be first approved by the office of the County Counsel and the CEO Risk Management. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by John Wayne Airport, the Contractor shall promptly furnish such additional security as may be required by John Wayne Airport or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

64. **Charges, Fines, Penalties and Assessments:** Contractor shall be responsible for any and all charges, fines, penalties, and/or assessments levied against the County by any governmental entity, administrative or regulatory agency having jurisdiction, resulting from any action or omission of the Contractor, Contractor's subcontractor, suppliers, and/or employees, unless due to the sole and active negligence of the County. County is authorized to deduct any such charge, fine penalty, or assessment from any payment County is otherwise required to make to Contractor.

If any such charge, fine, penalty, or assessment is levied against the County subsequent to the completion of the Contract as a result of any action or omission as set forth above, Contractor shall nevertheless be responsible to the County for the entire sum of such charge, fine, penalty, or assessment and agrees to pay the full amount due within sixty (60) calendar days of receiving an invoice from the County.

Contractor shall be liable to the County for attorney's fees and costs incurred by the County in enforcing the provisions of this paragraph.

65. **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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 82 below, 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.

66. **Changes:** The County may, at any time, by written order, and without notice to the sureties, make changes in accordance with the terms and conditions of this Contract.

67. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.

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68. **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.

69. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.

70. **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.

71. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

72. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

73. **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.

74. **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.

75. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

76. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

77. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

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78. **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.

79. **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.

80. **Waiver of Claims:** Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by Contractor as unsettled at the time of his final request for payment.

81. **Cultural/Scientific Resource Finds:** If the Contractor's operations uncover or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological or other artifacts of like nature within the construction area, Contractor shall immediately notify the County of Contractor's findings and shall modify construction operations so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such finding from the County. Should the findings, or notification as to disposition of findings, require additional work, a Job Order will be issued at the County's discretion.

    Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

82. **Campaign Contribution Disclosure Requirements**: Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

ABM ELECTRICAL & LIGHTING SOLUTIONS, INC.,
a State of Delaware Corporation

Date: 12/9/2025

By Signed by: Kory Reeves F5BF4C5E3948444...
Signature

Kory Reeves Vice President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 12/9/2025

By Signed by: Noah Becker 9385B0FBFC2243E...
Signature

Noah Becker Assistant Secretary
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By_____

Print
Name_____

Title _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: DocuSigned by: Christine Nguyen 26F9D76C929A49E...
Deputy

Date: 12/9/2025

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ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, permitting (including fees), tools, equipment, utilities, vehicles, and transportation services required to provide Electrical Services under this Job Order Contract on as "as-needed" basis. No specified amount of work is guaranteed to the Contractor, and no Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5. Services may be provided, but may not be limited to, any facility or property which is owned, operated, or maintained by the County. Electrical Services shall be provided in accordance with the following, which are incorporated herein by this reference.

A. Construction Task Catalog® & Technical Specifications Titled: Job Order Contracting; Dated August 2025.

B. All other requirements identified specifically in a Job Order Detailed Scope of Work, which include but not limited to drawings, additional specifications, as-built records, sketches, written scope narratives, standard specification from other local, state and federal agencies.

C. California Building Code and other codes, ordinances, rules, regulations, orders and legal requirements of Agency Having Jurisdiction which bear on the performance of the work.

D. Secured Facilities: The Contractor may be required to have their employees, subcontractors and/or a suppliers submit applications and complete security clearances prior to commencing any work in a secured County facility. Contractor employees, subcontractors and/or suppliers will be required to submit to fingerprinting and personal background checks as part of the security clearance process.

II. PERFORMANCE REQUIREMENTS:

A. The maximum amount of work which the Contractor will receive the opportunity to perform under this Contract will be the maximum amount as noted in the Notice Inviting Bids. There is no guaranteed minimum contract amount.

B. This is a Contract for Electrical Services of items specified in individual Job Orders and shall be effective in accordance with Article 2, Term.

C. Performance time for each Job Order issued under this Contract will be determined in accordance with the Contract. This performance time will be determined and agreed upon by both Parties for each individual Job Order.

D. Work ordered prior to but not completed by the expiration of the contract period, , and any additional work required as a result of unforeseen conditions encountered during construction up to six (6) months after the contract expiration date, will be completed, with all provisions of this Contract still in force.

E. This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. .Contractor acknowledges, consents and agrees that Contractor is not guaranteed to receive any minimum amount of work by virtue of being a party to this Contract. No Contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5

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III. ORDERING PROCEDURES:

A. Joint Scope Meeting and Job Order Development:

County will issue, for each individual project, a Brief Scope of Work and Joint Scope Meeting invitation requesting the Contractor's Superintendent and/or the County's end user representative, to meet at the project site or at a designated location. Upon receipt of this notification, the Contractor agrees to respond to the County within two (2) working days by establishing verbal contact with the County. The County, Contractor and other necessary parties will visit the proposed Work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. Detailed Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work
5. Requirements for plans, sketches, traffic controls, permits (if applicable), shop drawing(s), submittals, etc.
6. Tentative duration Work schedule
7. Preliminary quantity assumptions/estimates
8. Staging areas and site access
9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Other project requirements, including permitting from regulatory agencies for work
13. Date on which the Job Order Proposal is due

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Quotation.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Quote. This Detailed Scope of Work must be submitted within forty-eight (48) hours or a mutually agreed upon time of the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Scope of Work for County approval before a Request for Quote will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Scope of Work, the Contractor agrees to submit a revised Scope of Work reflecting all requested changes within forty-eight (48) hours.

B. Request for Quote

Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Quote (RFQ) to the Contractor. The RFQ will include the Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. Contractor agrees to prepare and submit a Quote of Work.

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C. Quote Development

Contractor Job Order Quote shall be comprised of the following elements:

1. Detailed Cost Quote

   a. Pre-Priced Work Requirements: Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article.

   b. Contractor's Job Order Quote shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted shall include, but not be limited to, shop drawings, calculations, catalog cuts, and specifications.

   c. The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Quote will be determined by multiplying the total extended price by the appropriate Adjustment Factor

2. Non-Pre-Priced Task Requirements

   a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain and may be incorporated into the CTC if determined appropriate by County at the negotiated price. Non-Pre-Priced Tasks shall be separately identified and submitted in the Proposal. Whether a work requirement is Pre-Priced or Non-Pre-Priced is a final determination by County, binding and conclusive on Contractor.

   b. Information submitted in support of Non-Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by County, cost data shall be submitted demonstrating that Contractor solicited and received three (3) bids. Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. Contractor agrees to provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non-Pre-Priced Task.

   c. The final price submitted for Non-Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

      Contractor performed duties

      A = The hourly rate for each trade classification not in the CTC multiplied by the quantity;

      B = The rate for each piece of equipment not in the CTC multiplied by the quantity;

      C = Lowest of three independent quotes for all materials.

      Total for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05.

      Subcontractor performed duties

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If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non-Pre-Priced Tasks performed with Contractor's Own Forces = (A+B+C) x Factor of 1.05 = D + All)

After being used on three (3) separate Job Orders, the unit price for the Non-Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-Priced Task or a Non-Pre-Priced Task shall be final, binding, and conclusive as to the Contractor.

3. Total Fixed Job Order Price Proposal
The total fixed price of the Job Order shall be determined by adding the total price offered for Pre-Priced and Non-Pre-Priced work units.

4. Submittals

All documents, shop drawings and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, Contractor agrees to request additional instruction from County. The request must be submitted so that the submittal of the Job Order Proposal is not delayed. Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work Duration Schedule

With each quote, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the work, the durations in which the Contractor is to perform the work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.

The purpose of the Work Duration Schedule is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.

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a. Schedule Approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the approval of the County.

b. Schedule Updates: the Contractor agrees to maintain the Work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the Contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.

c. Adjustment of the Work duration schedule; the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.

1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.

2. Increase the number of working hours per shift, shifts per working day.

3. Reschedule the Work under the Job Order in conformance with all other requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.

4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County's Project Manager for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.

6. Subcontractor's List

The Quote represents the Contractor's offer to do Work, and as such, in accordance with Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name, business location and the California Contractor License number of each Subcontractor that will perform Work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Quote amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor agrees to list project percentage of proposed Subcontractor and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of subcontract work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

7. Electronic Quote

Contractor agrees to transmit an electronic copy of the Quote, using County furnished software, to County.

8. Complete Quote

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County. All incomplete Job Order Proposals shall be rejected. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and

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approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly. The due date will be so indicated on the Request for Quote or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

By submitting a signed Quote, Contractor agrees to accomplish the work outlined in the RFQ and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Quote and apply the appropriate Adjustment Factor(s) prior to submitting to the County. Errors and omissions in the Price Proposal shall be the responsibility of Contractor. All costs associated with preparing proposals shall be the responsibility of Contractor. County makes no commitment as to the award of individual Job Orders.

D. Quote Review

Each Quote received from the Contractor will be reviewed in detail for appropriateness of quantities and tasks selected. Submittals will be reviewed, as well as the Work duration schedule and list of Subcontractor. The County will evaluate the proposed Work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Quote is acceptable.

The Contractor may choose the means and methods of construction; subject, however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;

2. Will not produce finished work in accordance with the terms of the Contract; or

3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

E. Project Approval

County may issue a Job Order Authorization for the Work, to include the firm-fixed-price of the Job Order and the project duration. Contractor agrees that all clauses of this Contract are applicable to any Job Order issued hereunder.

County reserves the right to reject a Contractor's Quote based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

County reserves the right to issue a unilateral Job Order authorization for the Work if a Quote price cannot be mutually agreed upon. This is based upon unjustifiable quantities and/or line item activities or tasks that are inadequate or inconsistent in the sole opinion of the County.

County also reserves the right to not issue a Job Order Authorization if the County's requirement is no longer valid or the project is not funded or for any reason deemed to be in the best interest of the County. In these instances, the Contractor has no right of claim to recover Quote expenses. The County may pursue continuing valid requirements by other means where Contract was not reached with the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed,

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notwithstanding the absence of a fully developed Request for Quote, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Quote Time Requirements

1. Quote Submittal

Contractor shall confirm receipt of the Request for Quote within twenty-four (24) hours and submit Detailed Scope of Work and Cost Proposal within five (5) working days unless otherwise authorized in writing by County.

The Contractor agrees to make a thorough analysis of each Request for Quote and submit all requests for information to the County, in writing. All requests for information and the responses are to be documented in the Detailed Scope of Work. The requests shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) review and consideration. The requests for information shall not extend the Quote due date unless mutually agreed to by the County.

2. Quote Review

Contractor's project manager or agent agrees to be available for Quote review meetings within twenty-four (24) hours of being notified by County (via fax, e-mail, telephone, etc). After review of the Quote, Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Quote Modification

Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Quote by submitting a second, revised Quote. Contractor agrees to submit the revised Quote within twenty-four (24) hours of the initial Quote review meeting, unless otherwise authorized in writing by County. Upon review of the revised Quote, Contractor agrees to remove all line items or adjust quantities deemed inappropriate by County, and re-submit its Quote within twenty-four (24) hours. No new line items or modifiers may be added to the revised Quote, nor may quantities be increased, unless specifically agreed to in writing by the County's subsequent Quote review.

4. Enforcement of Time Requirements

The Quote time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Quote. County may cancel the Request for Quote from Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

IV. APPROVAL AND CONSTRUCTION PROCEDURES:

A. Job Order Authorization (JOA)

Upon approval of the Scope of Work and the Contractor's Quote, County will issue a Job Order Authorization to Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Initiate submission of required shop drawings and submittals to the County for review and approval.
2. Prepare a detailed Work duration schedule.
3. The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).

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4. Upon issuance of the NTP, the County agrees to have the right to direct the Contractor to withhold actual commencement of a Job Order in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional compensation due to the subject extension of the Completion time. The only compensation would be if a Job Order is delayed in part, after Work has commenced, and the Contractor is required to perform additional Work to make the Work area safe or to perform additional scope as directed by the County. This additional Work will be considered additional Work and ordered as a separate Job Order.

B. Notice to Proceed (NTP)

Following the JOA and purchase order issuance, the County will issue a Notice to Proceed (NTP) that will provide the construction start date, the Work duration period, and the Substantial Completion date. Contractor agrees to begin and complete construction within the dates specified on the NTP. County must approve all extensions of time in writing.

The County may also issue an Emergency NTP. In the event the County requires the Contractor to respond to an immediate request for work, a Job Order will be created and an Emergency NTP will be issued. The Contractor will be required to perform the Scope of Work included with the Emergency NTP as directed by the County's Project Manager or designee. The Detailed Scope of Work, Quotation, Subcontractor Listing, Shop Drawings and required Non-Pre-Priced backup documentation will be submitted upon completion of the emergency work in accordance with the Ordering Procedures detailed in Section III above.

C. Pre-Construction Meeting

No more than seven (7) days from the issuance of the NTP, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction

Contractor agrees to provide continuous on-site supervision on each Job Order, while progress on the project is being accomplished. The Contractor's Project Manager will ensure:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following day.
    a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the day.
    b. Construction progress log is to include a narrative of the Work provided by trade(s). Narrative agrees to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
    c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars ($50.00) for each log and deduct from the Contractor's payment request, for each day the Contractor

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does not provide the documentation.

6. County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by County.

E. Changed Work

Changed Work (all added or deleted Work), as it pertains to the approved Detailed Scope of Work included in a specific Job Order, shall be either changes directed by the County or unforeseen site conditions, which were not evident during the Initial Joint Scope Meeting. This additional Work will be considered a subsequent Job Order, for that specific project, and will be ordered, approved and executed as per the procedures set forth in this Contract.

A credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Quote. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. A Supplemental Job Order will be issued detailing the credit(s) due the County.

F. Project Completion

Contractor agrees to schedule a final job walk with County. If required, County will prepare a list of incomplete items, the "Punch List." Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by County;
2. Completed building inspection card;
3. Contractor's daily log for the entire duration of the Job Order
4. All required warranties and maintenance requirements;
5. All record drawings or as-built drawings,
6. All required operation and maintenance manuals;
7. All keys and security entry cards;
8. Any other closeout items.

V. CONTRACTS AND ORDER OF PRECEDENCE:

In the event that any provision(s) in any component part of the Contract conflicts with any provision(s) of any other component part, the following order of precedence among the Contracts component parts shall govern:

A. Job Orders (including Scope of Work)
B. County - Contractor Contract
C. Project manual
D. Construction Task Catalog®
E. County Standard Plans
F. Technical Specifications
G. Construction Specifications Institute/Green Book/FAA/Caltrans

VI. DRAWINGS AND SPECIFICATIONS:

A. Checking

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Contractor shall check all drawings and owner supplied specifications furnished him immediately, for individual Job Orders, upon their receipt and shall promptly notify County of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

B. Omissions and Mis-descriptions

Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County as soon as possible. County shall promptly notify Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial, and the custom of the trade or industry does not require Contractor to perform the work without issuance of an additional Job Order, a Supplemental Job Order shall be issued. Any adjustment by Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information

In case of conflict between sections of the specifications and/or the drawings, Contractor shall call this to the attention of County and ask for clarification, which is to be documented within the Job Order.

D. Drawings and Specifications at the Site

Contractor shall keep available at the site for ready reference a complete set of all Contract drawings, details, supplementary drawings, approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence. Contractor shall maintain on the site a complete "as-built" record set of drawings. In addition, Contractor shall keep on the site a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County.

E. Deviations

Deviations from the drawings and the dimensions, whether or not error is believed to exist, shall be made only after written authorization is obtained from County and shall be documented within the Detailed Scope of Work for the specific Job Order.

F. Specifications

The Specifications provided are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete work. When specifications and drawings are provided or referenced by County, these are to be considered part of the Scope of Work and to be specifically documented in the Detailed Scope of Work.

For convenience, these specifications are arranged in several sections, but such separations shall not be considered as the limits of the work required for any subcontractor trade; the terms and conditions of such limitations are wholly between Contractor and his Subcontractors, and County will not be responsible for any division of work by Subcontractors. Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.

VII. PERMITS, BUSINESS LICENSES, INSPECTIONS AND WARRANTY:

A. Except as noted, Contractor agrees to obtain and pay for all permits required for the work. Further,

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Contractor agrees to obtain and pay for all permits incidental to the work or made necessary by Contractor's operation. Contractor agrees to obtain all building permits. Contractor will be reimbursed for all direct costs of permits without mark-up. Contractor must submit the direct cost of all permits and inspection in the Quote as a Non-Pre-Priced Task. Any permit and/or inspection fees not included in the Quote will not be reimbursed by County. County is not responsible for any re-inspection(s) required due to Contractor's failure to pass initial inspection(s).

B. Contractor will be required to obtain a city business license to perform the work in the appropriate city, along with an insurance certificate to add the City as an additional insured, construction and encroachment permits, and other documents requested by the City as specified in the Job Order.

C. To comply with Section 3800 of the Labor Code of the State of California, Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with County.

D. Exclusive of off-site inspection specified to be County's responsibility, Contractor agrees to arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.

E. County will provide on-site inspection of the work and will arrange for off-site inspection when specified in the Detailed Scope of Work. All other required inspections will be the responsibility of Contractor.

F. County will inspect the work for code compliance as part of permits pulled. County will provide this inspection at no additional cost for the first inspection and for re-inspection as appropriate. If Contractor is unable to correct defective work after one re-inspection. County may charge Contractor for additional re-inspection.

G. In addition to any other warranties in this Contract, or those provided by manufactures the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

H. Corrections to work may be required during the work or the warranty period. County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.

I. This warranty shall continue for a period of one year from the date listed on the Notice of Completion for the specific Job Order. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

J. County will not pay any costs for licenses required in the performance of the work. Contractor agrees to assume this responsibility in total.

K. As required by the Detailed Scope of Work for a specific Job Order, County may be required to enter into Contracts with other Local, State and Federal Agencies to accomplish the subject Scope of Work. Agencies may include but are not limited California Department of Fish and Game, US. Army Corps of Engineers, California Regional Water Quality Control Board. Contractor will be required to comply with the requirements set forth within the permit.

L. Best Management Practices (BMPs) may be required for specific Job Orders, which will be identified in the Detailed Scope of Work. All California Storm Water Quality Association (CASQA) Construction

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BMPs may be viewed at www.cabmphandbooks.com. It is the Contractors responsibility to pay for all costs incurred by the specific BMPs. County will not reimburse these costs.

M. As required by the Detailed Scope of Work, per a specific Job Order the following permits may apply and will be provided by the County:

1. NPDES Dewatering Permit
2. NPDS Municipal Storm Water Sewer System Permit
3. NPDES General Construction Permit
4. Any site specific permits identified by County

N. If applicable, the NPDES Watering Permit shall be provided in accordance with the following:

1. Construction Related Dewatering & De Minimus Discharges, Santa Ana Region:

a. The County has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from County owned and/or operated facilities and activities (including construction), outside of the Newport Bay watershed.

b. A copy of the County's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

c. A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

d. For de minimus discharges outside of the Newport Bay Watershed, the Contractor is hereby directed to read and thoroughly comply with the language in Section III.3.ii. of the County's Municipal NPDES Permit (Order No. R8-2009-0030) and to consult the General De Minimus Permit (Order No. R8-2009-0003) for the types of de minimus discharges which are covered.

O. National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities Water Quality Order 2009-0009-Dwq (CGP):

1. On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ (CGP). Construction sites shall obtain permit coverage at the appropriate Risk Level as determined by the Risk Assessment Procedures described in subsection f below. The Regional Water Boards have the authority to require Risk Determination to be performed on projects currently covered under Water Quality Order No. 99-08-DWQ where they deem necessary.

A copy of these documents may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf

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2. Prior to commencing Work, the Contractor shall submit the required PRDs (Permit Registration Documents) to the County Project Manager. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the County Project Manager will electronically submit these documents to State Water Board through the California Integrated Water Quality System (CIWQS) Project's Storm water Multi-Application Reporting and Tracking (SMART) system to obtain coverage under the General Permit.
3. Standard PRD Requirements
    1. Notice of Intent
    2. Risk Assessment (Standard or Site-Specific)
    3. Site Map
    4. SWPPP
    5. Annual Fee
    6. Signed Certification Statement
4. Additional Permit Registration Document (PRD) Requirements Related To Construction Type
    1. If Contractor proposes to implement an Active Treatment System (ATS) on a Specific Job Order, Contractor shall submit:
        i. Complete ATS Plan in accordance with Attachment F of the CGP at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation.
        ii. Certification proof that the preparation and design was accomplished by a qualified professional in accordance with Attachment F of the CGP.
    2. Dischargers who are proposing an alternate Risk Justification shall submit:
        i. Particle Size Analysis.
5. Exception to Standard PRD Requirements
    1. Construction sites with less than one (1) acre of disturbance or an R value less than five (5) as determined in the CGP Risk Assessment from the Revised Universal Soil Loss Equation (RUSLE) are not required to submit a SWPPP.
6. Description of PRDs
    1. Notice of Intent (NOI) or Notice of Construction Activity (NOCA)

        The Notice of Intent or Notice of Construction Activity must be filled out electronically on-line through the State's SMART System. Contractor shall coordinate with the County Project Manager to provide the required information to fill out the NOI on-line form. Upon receipt of all required information (including all items required below), County staff will electronically submit the Project information through the SMART system.
    2. Site Map(s) Includes
        i. The project's surrounding area (vicinity)
        ii. Site layout
        iii. Construction site boundaries
        iv. Drainage areas
        v. Discharge locations
        vi. Sampling locations

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vii. Areas of soil disturbance (temporary or permanent)
viii. Active areas of soil disturbance (cut or fill)
ix. Locations of all runoff BMPs
x. Locations of all erosion control BMPs
xi. Location of all sediment control BMPs
xii. ATS locations (if applicable)
xiii. Location of sensitive habitats, watercourses, or other features which are not to be disturbed
xiv. Locations of all post construction BMPs
xv. Location of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling and water storage, water transfer for dust control and compaction practices

3. Storm Water Pollution Prevention Plan (SWPPP)

The Contractor will need to submit a site-specific SWPPP for review, approval, and certification by the County prior to submittal to the State's SMART system and prior to start of mobilization and construction activity and will comply with the approved SWPPP and with any subsequent amendments to the SWPPP.

NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE COUNTY RECEIVES A "WDID" NUMBER FROM THE REGIONAL BOARD.

Full compensation for conforming to the requirements of this section shall be considered as included in the Adjustment Factor and no additional compensation will be allowed therefor.

The Contractor must amend the SWPPP from time to time during the course of Work to reflect actual construction progress and construction practices.

The SWPPP shall not be construed to be a waiver of the Contractor's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the Contractor acknowledges that he has read and understands the requirements of the CGP and will fully comply with the requirements of the CGP.

4. Annual Fee (if applicable)

The annual fees are established through regulations adopted by the State Water Board. The total annual fee is the current base fee plus applicable surcharges for the total acreage to be disturbed during the life of the Project. Annual fees are subject to change by regulation. The County will be not invoiced annually until the Project is complete and the Notice of Termination (NOT) submitted to the Regional Board. The cost per acre fee is based upon a table provided at the following website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/sw_feeschedules2008.pdf

The Contractor shall be responsible for paying the CGP permit fees until the Project NOT has been filed and accepted by the Regional Board. The Contractor shall be responsible for determination of the permit fees based upon his proposed construction operations and total disturbed areas. Contractor shall submit permit fees to the County Project Manager for verification, and County will submit the fee to the Regional Board.

5. A Signed Certification Statement must be submitted by the Legally Responsible Party (LRP). The County Project Manager will coordinate with the Contractor to acquire relevant information for the certification. The County will submit the certification statement.

6. Risk Assessment

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The Contractor shall use the Risk Assessment procedure as describe in the CGP Appendix 1.

i. The Standard Risk Assessment includes utilization of the following:

1) Receiving water Assessment Interactive map

2) EPA Rainfall Erosivity Factor Calculator Website

3) Sediment Risk interactive map

4) Sediment sensitive water bodies list

ii. The site-specific Risk Assessment includes the completion of the hand calculated R value Risk Calculator in the Revised Universal Soil Loss Equation (RUSLE).

7. Post Construction Water Balanced Calculator (if applicable)

The Contractor shall complete the Water Balance Calculator (in Appendix 2 of the General Permit) in accordance with the instructions when subject to this requirement. (Note to Engineer: This paragraph will only apply when DISTRICT or the County does not have a current MS4 (Municipal) permit in place.)

8. ATS Design Document and Certification

The Contractor using ATS must submit electronically their system design (as well as any supporting documentation) and proof that the system was designed by a qualified ATS design professional (See Attachment F of the General Permit).

P. Best Management Practices (PMF9.2S)

Contractor and all of Contractor's, subcontractors, agents, employees and contractors shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

Contractor shall comply with all water quality ordinances, permits and regulations. If Work identified under a Specific Job Order does not fall within statewide Painting Permit, Contactor shall implement appropriate BMPs consistent with County's DAMP/LIP.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP specified in DAMP/LIP. Any such alternative BMPs shall be submitted to the County Project Manager for review and approval prior to implementation.

VIII. GENERAL REQUIREMENTS:

A. Contractor must ensure all precautions for safety are taken. Contractor to comply will all Federal, State and Local requirements, codes, and laws.

B. Contractor shall secure Contractor vehicles parked on site at all times.

C. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc; to protect the public, John Wayne Airport Staff, and its workers during the performance of this Contract.

D. All tools and materials shall remain in Contractor's possession at all times.

E. Contractor shall assure that all materials that could inflict injury shall be continuously cleaned up as Work progresses.

F. Contractor shall secure all Work areas prior to the end of each workday.

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G. Contractor shall ensure all employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.

H. Contractor shall possess a current State of California **Class C-10** Contractor's license issued by the California State Contractor's License Board.

I. Contractor shall warranty all labor and materials used in the Work for a period of one (1) year after completion and acceptance of Work, for each specific Job Order

J. Contractor shall meet all insurance and bond requirements to perform Work for John Wayne Airport.

K. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

L. Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Contract Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas.

M. Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Contract specifications require dust control. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment usage should be limited to Normal Working Hours, in accordance with the Contract specifications. Equipment must conform with all applicable noise regulations.

N. Contractor shall comply with all County of Orange and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract and shall make every effort to control any undue noise resulting from the construction operation. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with the County ordinance covering "Noise Control." This requirement in no way relieves the Contractor of responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

O. Construction Area: Contractor shall protect property and facilities adjacent to the construction area and all property and facilities within the construction area which are shown on the plans are to be protected. After project completion, the construction area shall be in a clean and presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. If improvements or facilities are damaged, they shall be replaced with new materials which are at least equal to the original materials. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, way, or parking area during performance of the Work. Contractor shall conduct its operations so as not to interfere with the authorized Work of utility companies or other agencies in such streets, ways or parking areas. The Contractor shall be responsible for investigating conditions of available public and private roads and of clearances, restrictions and other limitations affecting transportation and ingress and egress to the site of the Work. Use of equipment will be minimized during any Stage II or Stage III smog alerts. All equipment will meet emissions standards. Dust Control is

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required at all times. All proper public safety measures are to be used during construction, including barriers, flagmen and signing. Equipment must conform to all applicable noise regulations.

P. Contractor shall, whenever possible, minimize the use of water during project construction. Watering equipment shall be kept in good working order. Water leaks shall be repaired promptly. Washing of equipment, except when necessary for the safety or for the protection of equipment, shall be discouraged. Water curing of concrete improvements as specified in Section 303-1.10, "Curing" of the Standard Specifications for Public Works Construction, shall not be allowed unless specifically permitted by these Special Provisions or directed by the Project Manager. Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor of furnishing sufficient water as required for the proper construction of this project in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

Q. Contractor shall anticipate that storm, surface and possible ground or other waters will be encountered at various times and locations during the Work. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct its operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water from existing or proposed catch basins shall be maintained at all times. Diversion of water for short reaches in order to protect construction in progress will be permitted if public or private properties are not damaged or, in the opinion of the Project Manager, are not subject to the probability of damage. Contractor shall at no cost to County obtain written permission from the appropriate public agency or property owner before any diversion of water will be permitted by the Project Manager.

During the course of water control the Contractor shall conduct construction operations to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off site.

Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302, or any other law or applicable regulation.

Potential pollutants include but are not limited to: vehicle/equipment fuels, oils, lubricants, and hydraulic, radiator or battery fluids; vehicle/equipment wash water and concrete mix wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; solid or liquid chemical spills; wastes from sealants, limes, and solvents; and superchlorinated potable water line flushings.

During construction, disposal of such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

Notwithstanding the above, management of stormwater shall be done with all applicable statutes, ordinances, permits, regulations and provisions of this Contract governing stormwater.

IX. STOP WORK:

The County may, at any time, by written stop Work order to Contractor, require Contractor to stop all or any part of the Work, as per a specific Job Order, for a period of 90 days after the stop Work order is delivered to

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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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the stop Work order during the period of Work stoppage. Within a period of 90 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, County shall either:

A. Cancel the stop Work order; or

B. Cancel the Job Order immediately in whole or in part in writing as soon as feasible.

X. COMPUTER AND SOFTWARE REQUIREMENTS:

A. Computer

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

B. Software

1. Job Order Contracting Software

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1.54% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor is required to use Gordian's JOC Solution to receive task orders from the County under this Contract. This requires Contractor to enter into Consultant's JOC System License, with Consultant as licensor and Contractor as licensee, and comply with all applicable terms of that license, including that payment of applicable license fees to Consultant for use of its Gordian JOC Solution. The Contractor's use, in whole or in part, of the Consultant's JOC Applications, Construction Task Catalog® and other proprietary material provided by the Consultant (Consultant Materials) is subject to Consultant's JOC System License, and Contractor may not use Consultant Materials for any purpose other than to execute work under this County for the County. The Contractor hereby agrees to take all actions necessary to maintain access to the Gordian JOC Solution by complying with Consultant's JOC System License during the Term of this County.

A copy of Consultant's most recent JOC System License can be found on the next page.

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Exhibit A

License and User Agreement

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of 1.54% of the value of work procured from Licensee by Client ("Contractor License Fee") pursuant to the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under

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any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

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ATTACHMENT B
CONTRACTOR'S PRICING

I. COMPENSATION: This is an all-inclusive, usage Contract between the County and Contractor for Electrical Services, as set forth in Attachment "A" Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds. prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work and within the statutory limits set forth Public Contract Code §20128.5. The County shall have no obligation to pay any sum in excess of the Total Contract Aggregate Amount specified herein below unless authorized by amendment.

II. FEES AND CHARGES: County will pay the following in accordance with the provisions of this Contract.

A. Adjustment Factors: The Contractor's six Adjustment Factors that will be applied against the prices set forth in the Contract Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the appropriate Adjustment Factor by the Unit Prices and appropriate quantities.

FACTOR 1 - The first Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport-secured area.

1.1554

Utilize four decimal places

FACTOR 2 - The second Adjustment Factor is to be applied to work anticipated to be performed during Normal Working Hours (7:00 AM to 5:00 PM), in the airport non-secured area.

1.0998

Utilize four decimal places

FACTOR 3 - The third Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport-secured area.

1.4502

Utilize four decimal places

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FACTOR 4 - The fourth Adjustment Factor is to be applied to work anticipated to be performed during Other Than Normal Working Hours (Weekdays 5:01 PM to 6:59 AM, County Holidays, and Weekends), in the airport non-secured area.

1.1394

Utilize four decimal places

FACTOR 5 - The fifth Adjustment Factor is to be applied to work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport-secured area.

1.6511

Utilize four decimal places

FACTOR 6 - The sixth Adjustment Factor is to be applied work anticipated to be performed during an emergency at any time of the day, during the Workweek, County Holidays, or Weekends, in the airport non-secured area.

1.5599

Utilize four decimal places

B. **TOTAL AGGREGATE CONTRACT AMOUNT SHALL NOT EXCEED (**Aggregate Amount between two (2) contractors**)::**..... **$2,000,000**

- **No contractor shall be issued task orders under this Aggregate Contract if the sum of such task orders would exceed the statutory maximum permitted by Public Contract Code § 20128.5.**

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III. PRICE INCREASES/DECREASES: No increases to the Adjustment Factors or to any line items in the Construction Task Catalog® will be permitted during the term of this Contract.

IV. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of Work and services under this Contract.

V. PAYMENTS TERMS:

A. The County shall make payments upon the agreed upon price for a specific Job Order as listed in the Notice to Proceed. The County will make progress payments monthly as the Work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the Work, to provide a basis for determining progress payments. The County will only pay for actual Work in place.

B. **Lump sum payment** - if an individual Job Order is scheduled for Completion within 45 days or less, the County will make one payment after 30 days of Work to the Contractor, exclusive of retention. Contractor may request for one payment (including retention payment); however, payment will be made after Final Acceptance of the Job Order.

C. **Partial payment** – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 days.

D. **Retention** - When payments are made under this Contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion for each individual Job Order must be filed. Final payment is to be made 35 days subsequent to the filing of the Notice of Completion.

E. **Retention Release** - The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Scope of Work and the terms and conditions of the Job Order and Contract for completed and warranty Work. The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this provision herein. The Contractor must submit a completed invoice to the County for approval. The Contractor agrees that the signature on the invoice certifies that it has completed or submitted the following:

1. All warranties and maintenance requirements; and
2. All as-built prints and record drawings; and
3. All operation and maintenance manuals; and
4. All badges, keys and security entry cards; and
5. Conducted all required training for County Personnel;
6. All other items as applicable.

VI. INVOICING INSTRUCTIONS:

A. Invoices are to be submitted in arrears, after services have been provided, to the address specified below. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an

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acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. The Contractor agrees that its signature on the invoice, as herein prescribed, constitutes a sworn Statement. The Contractor agrees that its signature on the invoice requesting either partial or final payment certifies that:

1. The specified percentage of Work has been completed and material supplied and is directly proportional to the amount of the payment currently requested.

2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject Contract.

3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with this Contract and their subcontract agreements.

4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.

5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.

6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.

7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

8. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the Contract.

9. Request for final payment, the Contractor agrees that its signature on the invoice form certifies that all Punch List items have been signed off as completed by the County, and that all building inspection cards have been completed

C. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.

D. If the Contractor's invoice is not approved, the County will issue a "Return of Invoice for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, invoice.

E. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.

F. After the first payment and before making any other payment to the Contractor, the County will require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this Contract.

G. Upon receipt of a stop notice, the County will withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

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H. The Contractor will provide an invoice on Contractor's letterhead or on a County Payment Request form for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County department
4. A unique invoice number (not 1, 2, 3)
5. County Contract number (MA and DO)
6. Service date(s)
7. Service description
8. Contractor's Federal I. D. number
9. Updated duration schedule (if applicable)
10. An updated schedule of values (if applicable)
11. Releases
12. Total

Invoices and support documentation shall be submitted to the following address:

County of Orange/John Wayne Airport
Attn: <Insert PM name>, *County Project Manager*
3160 Airway Avenue
Costa Mesa, California 92626

I. Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

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Attachment C

CALM Procedures

The CALM (Coordination and Logistics Management) Team's goal *is to minimize construction-related impacts to passenger service and tenants while maintaining a positive guest experience*. Starting at the Planning stage, CALM utilizes a Program Master Schedule and GIS database to capture project dates and locations for all projects undertaken at John Wayne Airport. The CALM Team conducts time and space management and tracks all projects including CIP (Airside, Landside and Terminals), Tenant, Commercial and Revenue Management, Maintenance, Information Technology, and Operations. The CALM team will review projects through the design phase prior to construction to ensure program phasing will limit impacts to operations and customer service.

The Project submittals will include the following:

a) Proposed Project Schedule
b) Project Phasing Plan
c) Site Logistics Plan
d) USR (Utility Shutdown Requests) /LSR (Location Shutdown Requests)

Each project is tracked from its inception through construction completion, to insure efficient sequencing of multiple projects competing for the same time and space resources. A "Notice to Proceed" for the project will not be granted until the Applicant's submittals have been approved.

For questions regarding the CALM Program please contact:

Don Chinery at dchinery@ocair.com (310.614.1905)

CALM submittal requirements

Below is an outline of the required CALM Submittals:

1. The Applicant must submit the following information:

    a. Project Schedule
    b. Physical location/Map
    c. Scope of the project.

    With this information, the CALM Team will be able to identify any conflicts, or impacts with time and space coordination.

2. Due to the large number of construction projects taking place, appropriate project sequencing is of critical importance to JWA. The contractor shall notify the JWA Project Sponsor of any cost/schedule changes that differ from previous submitted documents. Failure to notify the JWA Project Sponsor of any schedule change, may adversely affect the contractors ability to commence/complete the project.

3. The Contractor must notify the JWA Project Sponsor, who in turn, will notify CALM when they plan to submit their Logistical Work Plan. Please be mindful that each submittal review, and/or resubmit may take a minimum of seven working days per review.

4. Prior to the Applicant receiving a Notice to Proceed (NTP), the Applicant shall have an approved Logistical Work Plan consisting of, but not limited to the following:

    a. Updated Construction Schedule

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b. Site Logistics Plan
c. Temporary Barricade Plan
d. Temporary Construction Signage Plan
e. Project Phasing Document
f. Haul Routes
g. Construction Stock piles/Laydown Areas

To facilitate the submittal process of the required documents, the Site Logistics & Project Phasing Checklist is required to be completed and submitted with the Logistical Work Plan. Please incorporate the checklist directly on site logistics work plan.

5. After NTP, and during all phases of construction, the Contractor shall not deviate from the approved Logistical Work Plan. The Contractor must resubmit any changes to the Logistical Plan to the JWA Project Sponsor for final approval.

Project Phasing Plan

1. The Applicant shall submit a Project Phasing Document, defining each specific work area (Phase) into which the overall project is divided. A Project Phasing Document is required for any project with one or more phases of work. A Project Phasing Document and a fully documented Logistical Work Plan Checklist shall be approved by JWA prior to issuance of a Notice to Proceed. The document shall be developed in accordance with the following criteria.

    a) Written description of the work to be accomplished within each phase.

    b) Breakdown the physical elements of the project to accurately reflect the progression of work, sequenced in accordance with the project schedule.

    c) Include dates for proposed work, daily work hours, and Emergency 24 hour contact information for each phase.

    d) The document shall be flexible in its ability to describe real-time updates and shall be updated as required to ensure stakeholders are fully informed of revisions as they occur.

    e) The document shall be consistent with the overall Project Schedule.

2. The description of each Phase shall address the following as a minimum.

    a) Location of barricades, partitions, covered walkways, stairs, scaffolding, work platforms, etc. which are designed to separate construction activities from ongoing operational areas and mitigate disruptions to passenger and other stakeholder traffic flows.

    b) Identify security provisions

    c) Identify emergency personnel provisions

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d) Emergency evacuation routes

e) Identify egress analysis and Occupancy Load calculations for each phase of the construction

f) Identify the means for public and worker health and safety protection

g) Identify any relocation and definition of temporary facilities required to maintain ongoing operations

h) State the means for maintenance of fire/life safety systems

i) State applicable construction restrictions during special events and holidays

j) Identify locations for material stockpiling and staging

k) Identify Locations and related work zones for worker/material handling equipment

l) Identify the plan for rubbish removal, including location of trash bins

m) Identify modification and maintenance of existing systems during construction

n) Identify temporary signage/way-finding needs and depict on drawings.

o) Identify Stakeholder relocations

p) Show routing of temporary utilities, lines, and points of tie-in

q) Identify temporary facilities

r) Identify means for dust/dirt/debris mitigation

s) Identify means for construction noise mitigation

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Site Logistics Plan

As part of the Logistics Work Plan, the Applicant shall submit a proposed Site Logistics Plan. A Site Logistics Plan and a fully documented Logistical Work Plan Checklist, shall be approved by JWA prior to issuance of a Notice to Proceed. At a minimum, the plan shall address the following information:

a) Identify point of entrance locations and traffic routes for movement of the contractor's equipment, materials and workers to the work

b) Incorporate Escort provisions including conformance with LAWA and TSA regulations regarding allowable number and handling of un-badged personnel

c) Define alterations to existing facilities/infrastructure

d) Locate on plans, construction zone accommodation of vehicular and aircraft traffic including signage, traffic stripping, flagging, temporary closures, barricades, and detours

e) Locate on plans, provisions and plans for worker parking

f) Locate on plans, the staging/laydown areas for construction equipment, trash/debris receptacles, and material storage and protection

g) Locate on plans, temporary facilities including trailers, and dumpsters.

h) Identify locations and related work zones for worker/material handling equipment such as cranes, and lifts

i) Provide emergency vehicle access provisions

j) Provide emergency evacuation routes

k) Provisions for protection of private and public properties, including leased properties on site, if applicable

l) Identify security provisions

m) Locate on plans, fencing and enclosure provisions

n) Identify location of off-site, project-related facilities

o) Identify on-site parking provisions if applicable.

p) Emergency contacts posted on plan

q) Define work shifts and corresponding working hours

r) Show routing of temporary utility lines and points of tie-ins

s) Show provisions for reclamation of areas disturbed by the contractor

t) Provide plans and actions taken to comply with environmental requirements and permits

u) Identify the means for dust/dirt/debris mitigation

v) Identify the means for construction noise mitigation

w) Incorporate coordination and accommodation of stakeholders impacted by the work

x) Incorporate coordination with other contractors impacted by or impacting the work

Docusign Envelope ID: 0D0F5CB1-417C-4BB3-B265-75A6AC7CB5D3

CALM Shutdown Coordination Center

JWA established the CALM Shutdown Control Center (SCC) to coordinate all Utility Shutdown Requests (USR) and Location Shutdown Requests (LSR).

1. Utility Shutdown (USR) is any disruption or disconnection of a utility (including abandonment) of any system, subsystem, or branch for any length of time. This includes electrical, water, natural gas, fuel, fire alarm, security/ACAMS, sewer, communications, HVAC, and sprinkler. A utility shutdown is defined as a singular event; one turn off/one turn on. Utility Shutdowns cover the following:

    a. Electrical
    b. Water
    c. Natural Gas
    d. Fuel
    e. Fire Alarm
    f. Security/ACAMS
    g. Sewer
    h. Communications/ IT
    i. HVAC
    j. Sprinklers

2. Location Shutdown (LSR) is the closure of an area preventing normal activity for a set period of time. This includes all landside, airside, and terminal areas and is generally associated with the disruption of normal vehicle, pedestrian, and aircraft use or flow. Area shutdown is defined as a singular event; one shutdown of operation / one restoration of operation. Area Shutdowns include:

    a. Landside traffic closures
    b. Airside traffic closures (vehicle or aircraft)
    c. Terminal Area road closures
    d. Restrictions to Public Access (i.e. walkways, public access doors)
    e. Elevator/Escalator
    f. Restroom Closures
    g. Gate Closures

The Contractor is responsible to submit a new request 30 days in advance of proposed start date. This will identify any impacts to Airport Operations including Utility Shutdowns and Location Shutdowns. This will allow the Project Sponsor the time needed to review and coordinate the requests with the Primary Stakeholders. Incomplete documentation will delay the approval process of the USR/LSR and potentially impact the requested date(s). An email notification will be sent by the CALM SCC to indicate final approval.

LSR Review

- Identify Impacts (Facilities, Stakeholders, Operations)
- Gather Facts (Time, Duration, Purpose, Contacts)
- Determine Area
- Develop Mitigation Plan
- Review Contractor Work Plan

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LSR Submittal Process

The completed LSRs are submitted by the JWA Project Sponsor to the Shutdown Control Center for processing and tracking. Once a submittal is received, it is distributed to the LSR Approval Team to review any additional coordination and logistical needs. The requests are tracked through the CALM Shutdown Control Center tracking system.

- To guarantee LSR approval for on-time implementation, projects expected to have a large impact to stakeholders and other projects should plan on submitting a draft package which includes the LSR and a traffic control plan to the LSR Approval Team at least 30 days prior to expected implementation date. Some projects have been introduced at least 1-2 months in advance to allow for coordination and planning.

- LSRs are approved prior to project implementation and a complete LSR package should be submitted at least 30 days prior to the expected start date. In addition, a *site walk* is typically completed 2 weeks prior to give a better understanding to Airport Operations, CALM and the Project Management team of all field conditions.

CALM / LSR Requirements

A separate LSR is required for each area to be impacted.

- Complete the application in its entirety and attach any Completed/Approved Required documentation. Incomplete applications may be delayed for processing.
- This package shall describe all details related to the submitted Phasing Plan, Logistical Work Plan, and logistical checklist and will be updated as needed to ensure stakeholders are informed of revisions.

The Contractor shall submit an overall Phasing Plan with a baseline schedule.

- Within the task specific phasing plan, the contractor shall identify specific tasks, which will function as a sub phase to the overall Phasing Plan and schedule.
- If a Task Specific Phase has separate logistical needs, the contractor will be required to complete a Logistical Work Plan for each of those Task Specific Phases.
- The Logistical Work Plan shall include the following: Scope and description of work, a Communications Plan, identification of coordination plans with all contractor construction activities in the area, and identification of all permits.

LSR Revisions

An LSR Revision shall be submitted when an existing LSR changes in scope of work or dates are extended. For example – work will now be added to the project in a different location. Date extension requests shall be sent to the CALM SCC at least one week prior to LSR expiration date.

LSR Updates

An LSR Update shall be disseminated when an existing LSR has additional work, but the scope of work does not change and neither do the dates. Contractor shall submit addendums to the LSR to the SCC for any changes that affect the work area or airport operations. The SCC shall be notified when work is completed.

Continuation or Deletion Request

Date: **12/12/2025**

To: Clerk of the Board of Supervisors

From: **Dylan Wright, Director, OC Community Resources**

Re: ASR Control #: 25-000494, Meeting Date 12/16/25 Agenda Item No. # 19

Subject: **Approve Loan and Project-Based Vouchers for Lampson Workforce Housing**

☒ Request to continue Agenda Item No. # 19 to the 1/13/2026 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:

Legislative Bulletin

DRAFT

A Publication of the County Executive Office/Legislative Affairs

December 16, 2025
Item No. 22

County of Orange Positions on Proposed Legislation

The Legislative Bulletin provides the Board of Supervisors with analyses of measures pending in Sacramento and Washington that are of interest to the County. Staff provides recommended positions that fall within the range of policies established by the Board. According to the County of Orange Legislative Affairs Program Guidelines adopted by the Board of Supervisors on January 25, 2022, staff recommendations for formal County positions on legislation will be agendized and presented in this document for Board action at regular Board of Supervisors meetings. When the Board takes formal action on a piece of legislation, the CEO will direct the County's legislative advocates to promote the individual bills as approved by the Board. The Legislative Bulletin also provides the Board of Supervisors with informative updates on State and Federal issues.

The 2025-2026 Legislative Platform was adopted by the Board of Supervisors on November 19, 2024.

On December 16, 2025, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

1. **Direct CEO Legislative Affairs to add a new Policy Statement to the County's 2025-26 Legislative Platform on Murphy Conservatorship Reform.**

2. **Direct CEO Legislative Affairs to continue working with state and local stakeholders to identify a solution to the Murphy Conservatorships issue, including any required statutory changes, and to provide the Board with regular status updates.**

3. **DEFER TO THE BOARD – H.R.2862 (Levin): Southern California Coast and Ocean Protection Act.**

4. **Consider 2026 County-Sponsored Legislative Proposal(s) and provide direction on which proposal(s) to designate as County-Sponsored Legislation.**

    - **CalOptima Alternate Board Members (Attachment A)**
    - **Joint Legislative Audit Committee (JLAC) Request on Funding Equity (Attachment B)**
    - **Regional Housing Needs Allocation (RHNA) Credits for Small-Scale Housing (Attachment C)**
    - **Trap-Neuter-Return (TNR) Authorization (Attachment D)**
    - **CalOptima Board of Directors (Attachment E)**

- **Elections Administration (Attachment F)**
- **Jury Commissioner Information Sharing (Attachment G)**
- **Veterans Warm Handoff (Attachment H)**
- **Nitrous Oxide (NOx) Sales Ban (Attachment I)**
- **Homekey+ Project Completion Period Extension (Attachment J)**
- **Landfill Methane Monitoring Technology Modernization (Attachment K)**

5. **Direct CEO Legislative Affairs to work with the Orange County legislative delegation to author any Board-approved legislative proposal(s).**

6. **Receive and File Legislative Bulletin**

INFORMATIONAL ITEMS

1. **County Position Matrix: CEO-LA**
2. **Sacramento Legislative Report**
3. **Washington DC Legislative Report**

RECOMMENDED ACTIONS

1. **Direct CEO Legislative Affairs to add a new Policy Statement to the County's 2025-26 Legislative Platform on Murphy Conservatorship Reform.**

2. **Direct CEO Legislative Affairs to continue working with state and local stakeholders to identify a solution to the Murphy Conservatorships issue, including any required statutory changes, and to provide the Board with regular status updates.**

SUMMARY:

Murphy Conservatorships are an involuntary mental health conservatorship for people charged with a felony who are incompetent to stand trial and are considered a danger to others. Over the past decade, criminal referrals and Murphy Conservatorships have grown exponentially, as much as 400%, just within Orange County.

The challenge for the County is that the ability to place these Murphy clients is extremely limited. A long-standing shortage of appropriate treatment beds has been exacerbated by a recent court case, *In re Lerke*, which makes it harder for conservatees to remain in temporary protective custody while placements are located.

CEO, the Health Care Agency's Public Guardian, and County Counsel have been working diligently for a resolution as it relates to this matter. Adding this Policy Statement to the County's Legislative Platform recognizes the urgency of the problem and will provide clear direction to the CEO and the County's legislative advocates to continue engaging on this vital issue.

SUGGESTED POLICY STATEMENT:

CS-33.5: Murphy Conservatorship Reform: *Support short- and long-term efforts to address the rise in Murphy Conservatorships, including through the creation of additional facilities, beds, and placement types, and support ongoing funding, flexible timelines, local discretion, and resources needed to effectively meet both treatment and public safety needs.*

3. **DEFER TO THE BOARD – H.R.2862 (Levin): Southern California Coast and Ocean Protection Act.**

CEO/Office of Legislative Affairs
Bill Analysis

BILL NUMBER:	H.R.2862	**INTRODUCED/AMENDED DATE:**	April 10, 2025
AUTHOR:	Representative Mike Levin (D-CA) Co-Sponsors: Representatives Dave Min (D-CA), Derek Tran (D-CA)		
SUBJECT:	Southern California Coast and Ocean Protection Act		
BILL SPONSOR:	N/A		
STATUS:	Referred to the House Committee on Natural Resources		
REQUESTING DEPARTMENT/AGENCY:	**Vice Chair, Fifth District Supervisor Katrina Foley**		
REQUESTING DEPARTMENT/ AGENCY RECOMMENDED POSITION:	**SUPPORT**		
CEO-LA RECOMMENDED POSITION:	**Defer to the Board of Supervisors**		
Current Law:	The Outer Continental Shelf (OCS) Lands Act, created on August 7, 1953, defines the OCS as all submerged lands lying seaward of state coastal waters (3 miles offshore) which are under U.S. jurisdiction. Under the OCS Lands Act, the Secretary of the Interior is responsible for the administration of mineral exploration and development of the OCS. The Act empowers the Secretary to grant leases to the highest qualified responsible bidder on the basis of sealed competitive bids and to formulate regulations as necessary to carry out the provisions of the Act. The Act, as amended, provides guidelines for implementing an OCS oil and gas exploration and development program.		
Proposed Law:	This legislation would amend the OCS Lands Act to prohibit the exploration, development, or production of oil or natural gas, or oil and gas leasing, in the Southern California Planning Area.		
Vote Threshold:	Majority		

Support and Opposition:	Supporters: • Natural Resources Defense Council • Earthjustice • Oceana • Sierra Club • Surfrider Foundation • League of Conservation Voters • Futureswell • Ocean Conservancy • Environment America • WILDCOAST • Surf Industry Members Association • Food & Water Watch • Peace Boat US • Defenders of Wildlife • Ocean Defense Initiative • Center for Biological Diversity • The Ocean Project • Business Alliance to Protect the Pacific Coast • Animal Welfare Institute • U.S. Climate Action Network • American Bird Conservancy • Hispanic Access Foundation
Background:	California has maintained a moratorium on new offshore drilling in state waters since 1969. Since 1984, no new offshore oil drilling has been approved in federal waters off California. In the past decade, California passed laws barring the construction of pipelines, piers, wharves or other infrastructure necessary to transport oil and gas from federal waters to state land. Recent oil spills from existing oil and gas operations off the coast have affected the County and its residents, including the pipeline leak off the coast of Huntington Beach in October 2021. After the Santa Barbara Oil Spill in 1969, Congress passed several acts which spurred the development of oil spill regulation and research. They included the National Environmental Policy Act, which mandates a detailed environmental review before any major or controversial federal action, the Clean Air Act, which regulates the emission of air pollutants from industrial activities, and the Coastal Zone Management Act, which requires state review of federal action that would affect land and water use of the coastal zone. In 1977, the Clean Water Act passed. The Act regulates the discharge of pollutants into surface waters. Under Section 18 of the OCS Lands Act, the Secretary of the Interior through the Bureau of Ocean Energy Management (BOEM) is responsible for approving a schedule of OCS oil and gas lease sales for a five-year period. The 2024-2029 five-year program did not have any scheduled future leases within the Southern California Planning Area. In November 2025, the federal government published the first analysis and proposal for a proposed 2026-2031 five-year program which includes three potential lease sales within the Southern California Planning Area. BOEM will

	perform two additional analyses and publish two additional proposed programs before program approval can take place.
Department Comments, Impact on Area(s) of Responsibility:	OC Public Works (OCPW) reports that the legislation is unlikely to impact any OCPW programs directly. It may benefit OCPW indirectly by reducing the potential for impacts to OCPW facilities from offshore oil spills. OC Parks reports that there are no oil or gas facilities on Parks facilities or tidelands, and there are no direct impacts to Parks.
Policy Platform References:	IN-4: Beach Preservation & Coastal Funding: *"The County supports:* • *Funding and efforts for coastal resiliency research, planning, jurisdictional coordination, engineering, design, streamlined permitting, and implementation, beach and sand nourishment, coastal erosion control, and shoreline and beach preservation.* • *Dedicated and predictable funding for coastal flood risk and storm damage reduction projects.* • *Sharing of federal outer continental shelf revenues with coastal states to support conservation, coastal infrastructure resiliency and wildlife protection programs."*

4. Consider 2026 County-Sponsored Legislative Proposal(s) and provide direction on which proposal(s) to designate as County-Sponsored Legislation. (Attachments A-K)

SUMMARY:

In August, CEO-LA met with county departments to solicit proposals for County-sponsored legislation for the second year of the 2025-2026 Legislative Session. Departments were asked to consider the operational or fiscal impacts of a potential bill, determine whether immediate legislative action is required, and identify the nexus to the Board's legislative priorities and/or the Legislative Platform.

In September, CEO-LA met with each Board office to discuss potential Board-requested legislative proposals. Following these meetings, CEO-LA researched and drafted ten Board-requested state legislative proposals and one Department-requested state legislative proposal for your consideration. Proposals approved by your Board will officially be designated as an "Orange County-Sponsored Bill" and CEO-LA will work with Precision Advocacy to identify a member(s) of the Orange County legislative delegation to author the proposal(s). The proposed 2026 County-sponsored legislative proposals are listed below, and write-ups can be found in Attachments A-K.

BACKGROUND:

CEO-LA is bringing these legislative proposals before the Board now to provide ample time to secure delegation authors for legislation before the Legislature reconvenes on January 5th. Delegation authors are required to submit bill language to Legislative Counsel by January 23rd, ahead of the final deadline to introduce bills on February 20th.

2026 COUNTY LEGISLATIVE PROPOSALS:

- *CalOptima Alternate Board Members* (Attachment A) – Allow alternate members of the CalOptima Board of Directors to have access to confidential information, such as items discussed in closed session.

- *Joint Legislative Audit Committee (JLAC) Request on Funding Equity* (Attachment B) - Secure approval for a JLAC audit to assess the County's fiscal capacity to fulfill both state-mandated obligations and crucial local responsibilities, while receiving comparatively lower funding than other large counties. The objective of the audit is to identify and propose solutions for any financial inequities discovered during the examination.

- *Regional Housing Needs Allocation (RHNA) Credits for Small-Scale Housing* (Attachment C) – Ensure local jurisdictions subject to the RHNA process are allowed to receive RHNA credits for all small-scale housing units.

- *Trap-Neuter-Return (TNR) Authorization* (Attachment D) – Authorize a carve out for county and city animal shelters within existing law, clarifying these public agencies

may support TNR programs for felines in their jurisdictions without violating existing animal abandonment statutes.

- *CalOptima Board of Directors* (Attachment E) – Stagger the terms of the seven members of the CalOptima Board of Directors who serve four-year terms to ensure that no more than four board members' terms expire simultaneously.

- *Elections Administration* (Attachment F) - Align the standards for first-time voters in federal and non-federal elections to remove a discrepancy in current requirements, which require voter identification for certain first-time voters in a federal election but not in a non-federal election.

- *Jury Commissioner Information Sharing* (Attachment G) – Require jury commissioners to provide the Secretary of State with data regarding registered voters who report on jury questionnaires a lack of qualification for jury service due to reasons that could concurrently impact their eligibility to vote.

- *Veterans Warm Handoff* (Attachment H) – Establish a comprehensive "warm handoff" program designed to improve the reintegration process for service members transitioning from military to civilian life. This proposal aims to strengthen coordination between military discharge points and state and local providers, ensuring earlier connection to available resources and enhanced support.

- *Nitrous Oxide (NOx) Sales Ban* (Attachment I) – Fully ban the sale of NOx, except for limited authorized retailers for legitimate culinary and medical purposes.

- *Homekey+ Project Completion Period Extension* (Attachment J) - Under future Homekey+ rounds, allow longer completion periods for projects involving major demolition and rebuild, which are currently limited to twelve months, to expand eligibility to additional housing projects.

- *Landfill Methane Monitoring Technology Modernization* (Attachment K) – Allow the use of alternative methane monitoring technologies, including methane detecting drones and other remote sensing systems, to satisfy compliance obligations, and establish performance-based criteria for the use of these advanced emissions monitoring technologies.

5. Direct CEO Legislative Affairs to work with the Orange County legislative delegation to author any Board-approved legislative proposal(s).

Proposals approved by your Board will officially be designated as an "Orange County-Sponsored Bill" and CEO-LA will work with Precision Advocacy to identify a member(s) of the Orange County legislative delegation to author the proposal(s).

INFORMATIONAL ITEMS

1. County Position Matrix: CEO-LA

The tables below list the bills the Board of Supervisors has taken positions on in the 2025-26 legislative session.

State Legislation — *As of Thursday, December 11, 2025*

Bill No.	Author	Subject	Position	Date of Board Action	Status
AB 28	Schiavo	Solid Waste Landfills: subsurface temperatures.	**Oppose**	6.24.25	2-Year Bill
AB 70	Aguiar-Curry	Solid Waste: Organic Waste Diversion: Biomethane.	**Support**	6.24.25	Chaptered
AB 81	Ta	Veterans: Mental Health	**Support**	3.25.25	Vetoed
AB 91	Harabedian	State and local agencies: demographic data	**Support**	4.22.25	Chaptered
AB 226	Calderon	California FAIR Plan Association	**Support**	4.08.25	Chaptered
AB 282	Pellerin	Discrimination: housing: source of income.	**Support**	5.06.25	2-Year Bill
AB 283	Haney	In-Home Supportive Services Employer-Employee Relations Act	**Support if amended**	8.26.25	2-Year Bill
AB 339	Ortega	Local public employee organizations: notice requirements	**Oppose**	4.22.25	Chaptered
AB 349	Dixon	Foster care supplement	**Support**	4.08.25	Chaptered
AB 370	Carrillo	California Public Records Act: cyberattacks	**Support**	4.22.25	Chaptered
AB 394	Wilson	Crimes: public transportation providers	**Support**	3.25.25	Chaptered
AB 424	Davies	Alcohol and other drug programs: complaints	**Support**	3.25.25	Chaptered
AB 462	Lowenthal	Land use: coastal development permits: accessory dwelling units	**Support**	4.08.25	Chaptered
AB 492	Valencia	Alcohol and drug programs: licensing	**Support**	3.25.25	Chaptered
AB 571	Quirk-Silva	California Environmental Quality Act: exemption: Gypsum Canyon Veterans Cemetery	**Co-Sponsor**	2.25.25	Chaptered
AB 607	Rodriguez	CalWORKs: Home Visiting Program.	**Support**	6.24.25	Chaptered
AB 615	Davies	Power facilities: emergency response and action plan	**Support**	3.25.25	Vetoed
AB 689	Rubio	Foster Youth: Disaster aid assistance.	**Support**	6.24.25	Vetoed
AB 1288	Addis	Registered environmental health specialists	**Support**	4.22.25	Chaptered
AB 1356	Dixon	Alcohol and other drug programs	**Support**	3.25.25	Chaptered
AB 1387	Quirk-Silva	Mental health multidisciplinary personnel team.	**Support**	5.06.25	Vetoed
SB 71	Wiener	California Environmental Quality Act: exemptions: transit projects	**Support**	3.25.25	Chaptered
SB 283	Laird	Energy storage systems	**Support**	4.08.25	Chaptered

SB 346	Durazo	Local Agencies: Transit Occupancy Taxes: Short-Term Rental Facilitator.	**Support**	6.24.25	Chaptered
SB 577	Laird	State Government	**Support**	8.26.25	2-Year Bill
SB 634	Pérez	Local government: homelessness	**Oppose**	5.06.25	Chaptered

Federal Legislation

As of Thursday, December 11, 2025

Bill No.	Author	Subject	Position	Date of Board Action	Status
H.R. 965	Sherman	Housing Unhoused Disabled Veterans Act	**Support**	5.20.25	Senate Committee on Banking, Housing, and Urban Affairs
H.R. 1012	Levin	Spent Fuel Prioritization Act of 2025	**Support**	5.20.25	House Committee on Energy and Commerce
H.R. 2483	Guthrie	SUPPORT for Patients and Communities Reauthorization Act of 2025	**Support**	6.24.25	Became Law
S. 1462	Curtis	Fix Our Forests Act	**Support**	9.23.25	Senate Committee on Agriculture, Nutrition, and Forestry
S. 2212	Padilla	Visible Identification Standards for Immigration-Based Law Enforcement (VISIBLE) Act of 2025	**Support**	8.26.25	Senate Committee on the Judiciary

Highlighted sections symbolize a status change.

2. Sacramento Legislative Report

Prepared by Precision Advocacy Group LLC

Withdrawal of FY2025 Continuum of Care Program Notice of Funding Opportunity (CoC NOFO)

The U.S. Department of Housing and Urban Development (HUD) withdrew a controversial funding notice on Monday that proposed significant changes to federal homelessness policy. The notice would have drastically reduced the portion of funding local governments could allocate to permanent housing. Previous administrations had prioritized permanent housing as the primary solution to homelessness, but the current administration shifted focus toward temporary shelters, especially those mandating sobriety.

The federal housing department is facing two separate lawsuits from Governor Gavin Newsom's administration, along with Santa Clara County and San Francisco. The lawsuits allege that the department illegally bypassed Congress when implementing changes. Federal lawyers acknowledged the concerns raised by the plaintiffs in their court filing, stating that the administration withdrew the funding notice to "assess the issues raised by plaintiffs" and prepare a new notice.

Despite the apparent federal policy reversal, the National Alliance to End Homelessness, a plaintiff in one of the lawsuits, cautioned that the withdrawal of the NOFO would “necessarily mean even further delays and greater uncertainty for communities across the country.” The organization plans to continue with their lawsuit. Their lawsuit, filed in conjunction with Santa Clara County, asks the court to require HUD to process eligible grant renewals of FY 2025 funding under the FY24-25 NOFO.

The now withdrawn 2025 NOFO would have capped spending by CoCs at 30% for permanent supportive housing and rapid rehousing. Last year, California CoCs were awarded more than $683 million in CoC funding, approximately 90% of which went to permanent housing projects. The now withdrawn policy was a major reversal from years of federal policy that prioritized funding permanent housing using the “housing first” method — a strategy that moves people into housing as quickly as possible, without requiring them to first get sober or agree to addiction treatment.

The 2025 NOFO is now paused for an unknown amount of time, and we will continue to provide updates on this rapidly evolving situation.

Legislative Analyst’s Office: Overview of New Updates to the Cap-and-Invest Program

This week, the Legislative Analyst’s Office (LAO) released a report detailing updates to the Cap-and-Invest (formerly Cap-and-Trade) program, along with information on the latest auction results.

The Cap-and-Invest program is a critical funding source for various state appropriations, including the Affordable Housing and Sustainable Communities Program, the Transit and Intercity Rail Capital Program, the Community Air Protection Program, wildfire and forest resilience, and the Safe and Affordable Drinking Water Program, among others.

A decline in auction revenue is significant because it may require the state to tap into other funds to cover the shortfall, impacting the budget as a whole.

Auction. The November 2025 Cap-and-Invest auction generated $844 million for the Greenhouse Gas Reduction Fund (GGRF), similar to the August 2025 auction. This is slightly below the $870 million quarterly amount assumed in the 2025-26 Budget Act, suggesting a potential annual shortfall of about $100 million and minor midyear adjustments to discretionary programs may be needed.

Starting in 2026-27, the allocation of GGRF revenues will change based on SB 840, requiring an estimated $4.3 billion annually to fully fund all statutory allocations. Recent legislation also expressed

intent to use up to an additional $1.5 billion of discretionary GGRF for other activities, including up to $1.25 billion for CalFire if there's a General Fund deficit.

If the revenue trend from the last two auctions continues, the GGRF could generate about $4 billion in 2026-27 (including interest income). This would be insufficient to cover the $4.3 billion in statutory allocations and the additional $1.5 billion in legislative intent, creating a potential funding gap exceeding $1.8 billion. This shortfall would necessitate difficult budget decisions and could impact General Fund savings related to CalFire costs. Close monitoring of future auction results is crucial before finalizing 2026-27 GGRF expenditure decisions.

Background. The legislature established the Cap-and-Invest program in 2012 to help meet statewide greenhouse gas (GHG) emission reduction goals for 2020, 2030, and 2045. This market-based mechanism, authorized by AB 32 (2006), limits the total emissions (cap) from large emitters, which account for about three-quarters of the state's GHGs, including refineries and power facilities. Covered entities comply by reducing emissions, obtaining allowances (permits to emit one ton of CO2 equivalent), or purchasing offsets (funding outside reduction projects).

The program was initially extended through 2030 by AB 398 (2017), which provided some specific design guidance while granting the California Air Resources Board (CARB) broad authority over allowance numbers and price ceilings.

In May 2025, Governor Gavin Newsom proposed budget trailer legislation to extend the program largely "as is" through 2045. However, the legislature deferred action to the policy process and, in September 2025, adopted two modified policy bills instead: AB 1207, which implemented changes to the program itself and allowance allocation, and SB 840, which focused on modifications to the associated GGRF revenues.

Key Components of the Legislation

Program Design and Allowance Allocations

- Extends and Renames Program: AB 1207 extends the program through 2045 and renames it Cap-and-Invest.
- Offset Handling: Both bills modify how offsets are handled; AB 1207 places them "under the cap," meaning an allowance is removed for each offset used. SB 840 requires CARB to update offset protocols by 2029.
- Utility Allowances: AB 1207 shifts free allowances from natural gas utilities to electric utilities by 2031 and mandates the California Climate Credit be provided to residential electric customers up to four times annually.
- Industry Allowances: Starting in 2031, AB 1207 changes the allocation method to reduce allowances for industries deemed at lower risk of leakage, replacing the prior assumption of highest leakage for all.
- Price Ceiling: AB 1207 directs proceeds from price ceiling sales to a new Climate Mitigation Fund for rebates and requires CARB to consider modifying the price ceiling to protect consumers.

Reporting, Evaluation, and Oversight

- New Oversight Entity: SB 840 expresses intent to create a Legislative Counsel Climate Bureau (Climate Bureau).
- Existing Oversight: AB 1207 extends the sunset dates for the Compliance Offset Protocol Task Force and the Independent Emissions Market Advisory Committee (IEMAC) to 2045 and makes IEMAC members subject to the Political Reform Act.
- LAO Reporting: AB 1207 extends the LAO's annual reporting requirement on GHG reduction targets to 2046.
- CARB Requirements: New requirements include adding a progress summary and recommendations to the Scoping Plan, evaluating the program's cost impacts, transmitting

economic analyses and major regulations to the Legislature, and making annual presentations on GGRF expenditures and new regulations.

GGRF Allocations

- Statutory Allocations: Starting in 2026-27, SB 840 replaces percentage allocations for high-speed rail, affordable housing, and rail programs with fixed annual amounts, eliminating the sunset for the Safe and Affordable Drinking Water Program. It maintains existing fixed funding for wildfire/forest resilience (removing its sunset), SRA fee backfill, and the manufacturing tax exemption (keeping their existing sunsets).
- New Statutory Allocations: SB 840 adds $1 billion annually for future legislative appropriation, $250 million annually for the Community Air Protection Program, and $3 million annually for the contingent Climate Bureau.
- Funding Priority: SB 840 modifies the order of statutory GGRF allocations, prioritizing the SRA fee backfill, manufacturing tax exemption, and Climate Bureau first, followed by high-speed rail and the $1 billion set aside.
- Legislative Intent: SB 840 expresses intent to direct specific percentages of future GGRF into new funds for clean transportation, housing, clean air/water, wildfire, agriculture, clean energy, and innovation, guided by multiyear spending plans.

Key Implications

- GHG Reduction: Placing offsets under the cap effectively lowers the emissions limit, strengthening the program environmentally.
- Affordability: Provisions have mixed effects; while some may mitigate costs (e.g., redirecting allowance sale proceeds for rebates), others (like putting offsets under the cap) are likely to increase allowance costs and consumer prices.
- GGRF Allocations: SB 840 modifies statutory GGRF allocations starting in 2026-27, changing to fixed amounts for existing programs, prioritizing certain funds earlier, and providing greater funding certainty for the High-Speed Rail Project. "Excess" revenues under high-revenue scenarios are freed up for other legislative priorities.

The program's ultimate effects on GHG reduction and affordability remain uncertain, heavily dependent on future CARB decisions regarding the price ceiling/floor, the number of allowances issued, and the allocation of allowances.

Important legislative decisions remain, including defining the scope of the new Climate Bureau and the annual allocation of discretionary GGRF funds.

According to the LAO, continued legislative oversight is crucial due to the program's high stakes for GHG reduction and affordability, the difficulty in meeting all goals, the importance of monitoring CARB's regulatory updates, and ensuring effective use of GGRF, especially for continuously appropriated funds. New oversight provisions, like the Climate Bureau and required CARB reporting, can help but their effectiveness depends on proactive implementation and legislative follow-up.

Grant Opportunities

Deadline: 1/30/26 16:00
Title: **2025 Kitchen Infrastructure and Training and Retention and Recruitment Grant**
State Agency / Department: CA Department of Education
Match Funding? No
Estimated Total Funding: $155,000,000
Funding Method: Advances & Reimbursement(s)

Deadline: 12/6/25 12:00
Title: **Illegal Disposal Site Abatement Grant Program**
State Agency / Department: Department of Resources Recycling and Recovery

Match Funding? No
Estimated Total Funding: $1,000,000
Funding Method: Reimbursement(s)

Deadline: 12/6/25 12:00
Title: **Legacy Disposal Site Abatement Grant Program**
State Agency / Department: Department of Resources Recycling and Recovery
Match Funding? 50%
Estimated Total Funding: $1,500,000
Funding Method: Reimbursement(s)

Deadline: 1/5/26 17:00
Title: **2026 Pet Lover's Spay and Neuter Grant Program**
State Agency / Department: CA Department of Food and Agriculture
Match Funding? No
Estimated Total Funding: $500,000
Funding Method: Advances & Reimbursement(s)

Governor's Press Releases

Below is a list of the governor's press releases beginning December 3.

December 10: Cannabis crackdown: State officials seize 58,350 illegal cannabis plants worth $57 million in November
December 10: Earthquake system shows that failure is Trump's default setting
December 10: Federal Court to Trump: keeping a standing army is illegal, the federalization of California's National Guard must end
December 9: Governor Newsom Proclaims State of Emergency in Mono County for Pack Fire
December 9: Golden State at the Golden Globes, Film & Television Tax Credit awardees spotlight California's Star Power
December 8: Governor Newsom announces $1.1B in zero-emission transit, safer roadways, and resilient infrastructure
December 8: Governor Newsom's SAFE Task Force partners with Long Beach to address encampments
December 8: Governor Newsom helps provide more than a thousand Californians with homes
December 7: Governor Newsom proclaims Pearl Harbor Remembrance Day
December 5: Newsom blasts CDC panel after vote to end universal newborn hepatitis B vaccinations
December 5: Saluting a record year for CHP cadets, California's next generation of law enforcement officers
December 5: Governor Newsom meets with congressional leaders to press for long-delayed LA wildfire aid
December 5: Governor, First Partner statement on the passing of Frank Gehry
December 4: Helping survivors and victims of Stockton mass shooting
December 4: Los líderes militares de California y México se unen para reforzar la resiliencia ante desastres y la seguridad fronteriza
December 4: California and Mexico military leaders partner to enhance disaster resiliency and border security
December 4: Governor Newsom advocates for LA fire survivors in Washington, urges Trump to uphold his commitments to help LA
December 3: Governor Newsom slams Trump's "Con Job" fuel economy standards proposal
December 3: California announces new online portal to report misconduct by federal agents

3. Washington, D.C. Legislative Report

Prepared by Townsend Public Affairs

LEGISLATIVE BRANCH ACTIVITY

Appropriations Minibus Changes, Slow Progress on FY26 Bills

House appropriators are looking to retake control of the process for Fiscal Year 2026 after a potential Senate minibus of three to five bills stalled last week over policy objects from within the Republican conference. The continuing resolution that reopened the government contained only 3 of the 12 funding bills. The House minibus being discussed would include the Transportation-HUD, Commerce-Justice-Science, and Interior funding bills, which contain the majority of community projects funding and Congressionally-directed spending requests, also known as earmarks.

House Appropriations Committee Chairman Tom Cole stated he would meet privately with his Senate counterpart, Senator Susan Collins, to discuss the potential deal. Appropriators in both chambers are hoping to "preconference" the bills, reconciling their differences before the package is introduced. The two chambers still disagree on topline funding numbers, the framework generally provided by both committee and chamber leadership that allows staff to work on drafting the bills. Drafting floor-ready appropriations bills generally takes six weeks from a topline agreement, leaving little time before the continuing resolution currently funding the government expires on January 30, 2026.

A number of senior appropriators met with White House Chief of Staff Susie Wiles on December 4 to discuss the ongoing process, which is required to be bipartisan as funding bills need 60 votes in the Senate to pass. Even if the larger minibus in the Senate were to advance and pass the House, Congress would still have four more appropriations bills to pass before the January 30 deadline, increasing the chances of a second, partial, government shutdown.

House Passes FY26 Defense Bill with Drone Funding Boost for Orange County Law Enforcement

The U.S. House of Representatives has passed the Fiscal Year 2026 National Defense Authorization Act (NDAA) which included provisions aimed at boosting Orange County's public safety landscape. The bill includes the bipartisan DRONE Act, sponsored by Representatives Lou Correa (D-CA) and Troy Nehls (R-TX), which empowers local law enforcement agencies to use Edward Byrne Memorial Justice Assistance and COPS grants to purchase and operate drones. This expansion in federal funding eligibility broadens critical capabilities such as bomb-squad missions, hazardous-materials response, traffic reconstruction, crime-scene documentation, and search-and-rescue operations that local sheriffs have long advocated for.

In a press release issued by Rep. Lou Correa Orange County Sheriff Don Barnes praised the provision as a "critical step," underscoring how integrating drone technologies into local budgets enhances public safety and counters emerging threats. The NDAA now heads to the Senate where further action is anticipated before the end of next week.

House Passes Permitting Reform Bill Digitizing and Streamlining NEPA Reviews

On December 9, the House passed HR 4503, the ePermit Act, on a bipartisan basis. The bill would digitize and streamline National Environmental Policy Act (NEPA) reviews for certain federally subsidized projects. The measure would require the Council on Environmental Quality (CEQ) to develop and implement software that would centralize data relevant to a project, allowing multiple agencies and offices to access it and avoid redundant work. The bill requires the CEQ to launch a pilot within one year of enactment and have a functional system implemented by December 2027.

Congress is also working to consider other permitting overhauls, including HR 3898, the PERMIT Act, which would limit the scope of the Clean Water Act by creating exclusions for certain projects and waterways that could be considered "navigable" and making other changes to the definition of Waters of the United States (WOTUS). The Environmental Protection Agency recently released a proposed rule making additional modifications to WOTUS definitions. The House is also set to consider HR 3668,

the Improving Interagency Coordination for Pipeline Reviews Act, which would centralize environmental review authority for interstate natural gas pipeline projects with the Federal Energy Regulatory Commission (FERC).

Furthermore, House Natural Resources Committee Chairman Westerman is optimistic HR 4776, the SPEED Act, a bipartisan NEPA reform package that would notably create effective equivalency for CEQA and NEPA reviews, significantly reducing the permitting burden for California projects, will pass the House before the end of the year.

Controversies remain on permitting reform largely due to biases in energy and infrastructure types within the bills. Republicans seek to limit the benefits for wind and solar projects while Democrats argue the reforms should be largely agnostic to the project type.

EXECUTIVE BRANCH ACTIVITY

HUD Temporarily Revoked Updated Continuum of Care Application

On December 8, the Department of Housing and Urban Development (HUD) revoked the Fiscal Year (FY) 2025 Notice of Funding Opportunity (NOFO) for the Continuum of Care (CoC) program. The NOFO intentionally rebalanced the portfolio toward transitional housing and Supportive Services Only projects and conditioned a much larger share of funding on enforcement-oriented approaches.

The most consequential change was a 30% cap on the amount of annual renewal demand (ARD) funding available for permanent supportive housing (PSH). Previously, 90% of funding was allocated for PSH, and CoC's operating PSH programs in that 90% were classified as Tier 1 and considered part of the ARD, providing strong protection to existing projects. The NOFO was challenged by a number of states and HUD intends to release an updated version with "technical corrections." In their filing HUD noted the January 14 deadline will likely have to be changed, though did not guarantee it would be, in their notice they also stated they do not plan to renew existing projects and will continue to pursue the policy changes in the NOFO. Regardless of action on the new NOFO, rent payments for permanent supportive housing recipients awarded by prior NOFOs will likely lapse beginning in January.

In California, the updated NOFO was expected to create a $500 million dollar deficit and effectively remove up to 80k recipients from the program. HUD CoC generally serves individuals with severe disabilities, mental illness, and chronic health conditions that rely on the CoC funding for housing. HUD CoC is generally designed to quickly rehouse homeless individuals, families, persons fleeing domestic violence, dating violence, sexual assault, and stalking, and youth while minimizing the trauma and dislocation caused by homelessness.

Institute of Museum and Library Services Grants Reinstated by Federal Judge

On November 21, a District Court Judge ruled that Executive Order 14238, titled Continuing the Reduction of the Federal Bureaucracy, was at least in part unlawful. The EO mandated the Institute of Museum and Library Services (IMLS), United States Interagency Council on Homelessness, and Community Development Financial Institutions Fund among others reduce their operations to the statutory minimum and effectively close.

In response to the ruling, IMLS announced the reinstatement of previously terminated grants, which include $160 million in formula funding for state library agencies to administer to locally, with a total of $266 million in grants to both libraries and museums for research, exhibits, and policymaking. In FY25, IMLS underspent its Congressionally-appropriated funding by roughly $85 million, and the Government Accountability Office, a legislative branch watchdog, found the reduced IMLS in violation of the Impoundment Control Act, which generally requires the executive branch to obligate funds in accordance with appropriations bills passed by Congress.

Orange County Delegation Press Releases

- Rep. Mike Levin – December 4, 2025: Rep. Mike Levin Reintroduces Legislation to Lower Health Care Premiums for Households Enrolled in both Medicare and Affordable Care Act Plans
- Rep. Lou Correa – December 10, 2025: CORREA ANNOUNCES ADOPTION OF PRISONER OF CONSCIENCE, PRO-DEMOCRACY HUMAN RIGHTS DEFENDER IN VIETNAM
- Rep. Lou Correa – December 10, 2025: CORREA BIPARTISAN EFFORT TO PROVIDE FUNDING FOR LOCAL LAW ENFORCEMENT PASSES HOUSE, HEADS TO SENATE
- Rep. Lou Correa – December 9, 2025: CORREA, LAWLER UNVEIL ADA REFORM TO BOOST ACCESS AND PROTECT SMALL BUSINESSES
- Rep. Lou Correa – December 4, 2025: CORREA INTRODUCES RESOLUTION ENCOURAGING MANUFACTURERS TO DESIGN FOR RECYCLING TO REDUCE WASTE, CONSUMPTION
- Rep. Dave Min – December 4, 2025: Reps. Dave Min, Claudia Tenney and Sens. Jacky Rosen, Dave McCormick Introduce Bipartisan Legislation to Support Internet Freedom in Iran
- Rep. Dave Min – December 4, 2025: Min, Warren, Lawmakers Question Giant Corporations On Trump Ballroom Donations, Influence-Peddling with Trump Administration For Favors
- Rep. Derek Tran – December 5, 2025: Representative Tran, Lowering Costs Caucus Leaders Push Back on President Trump's "Affordability Hoax" Comment
- Rep. Linda Sanchez – December 8, 2025: Sánchez: Trump's $12 billion farmer bailout won't fix his trade mistakes
- Rep. Linda Sanchez – December 4, 2025: Sánchez, LaHood introduce bill to modernize retirement savings rules for American workers
- Sen. Alex Padilla – December 10, 2025: WATCH: Padilla Calls on Republicans to Pass Democratic Proposal to Keep Health Care Costs From Skyrocketing for Millions of Americans
- Sen. Alex Padilla – December 9, 2025: WATCH: Padilla Condemns Trump DHS' Unconstitutional Arrests of U.S. Citizens
- Sen. Alex Padilla – December 9, 2025: WATCH: Padilla Pushes for Passage of Bipartisan Bill to Compensate Artists for Radio Broadcasts
- Sen. Alex Padilla – December 9, 2025: Padilla Urges Special Counsel to Complete Hatch Act Investigation Into Trump Administration's Partisan Redistricting Push
- Sen. Alex Padilla – December 5, 2025: Padilla, Lummis, Wyden, Sheehy Introduce Bipartisan Bill to Extend Tax Relief for Wildfire Victims
- Sen. Alex Padilla – December 4, 2025: Padilla, Schiff, Colleagues Call on McMahon to Reverse Illegal Moves to Dismantle the Department of Education
- Sen. Alex Padilla – December 4, 2025: Padilla, Huffman Lead California Lawmakers in Condemning Trump's Plan to Allow Oil Drilling Along California's Pristine Coastline
- Sen. Alex Padilla – December 4, 2025: WATCH: Padilla Joins Durbin to Introduce the Dream Act to Provide Permanent Protections for Dreamers
- Sen. Adam Schiff – December 10, 2025: WATCH: Sen. Schiff Marks One Year in U.S. Senate in Maiden Speech, Highlights Record of Fighting and Delivering for All Californians
- Sen. Adam Schiff – December 10, 2025: ICYMI: Sen. Schiff Unveils Legislation to Spur New Housing Boom, Tours Affordable Housing Complexes
- Sen. Adam Schiff – December 9, 2025: WATCH: Sen. Schiff Leads Hearing on Addressing Inequity in Music Royalties, Calls Out Trump Administration's Reported Plans to Target California and Other States with AI Guardrails

- Sen. Adam Schiff – December 7, 2025: WATCH: Sen. Schiff Calls for Hegseth's Resignation, Demands Accountability for Caribbean Boat Strikes on NBC's Meet the Press
- Sen. Adam Schiff – December 5, 2025: STATEMENT: Sen. Schiff Statement on Netflix's Proposed Merger with Warner Bros. Discovery
- Sen. Adam Schiff – December 5, 2025: NEWS: Sen. Schiff Unveils Landmark Legislation to Spur New Housing Boom, Address Housing Crisis
- Sen. Adam Schiff – December 5, 2025: NEWS: Schiff Joins Welch on Resolution Condemning Trump's Pardon of Ex-Honduran President and Drug Kingpin Juan Orlando Hernández
- Sen. Adam Schiff – December 4, 2025: NEWS: Schiff, Padilla, Colleagues Call on McMahon to Reverse Illegal Moves to Dismantle the Department of Education
- Sen. Adam Schiff – December 4, 2025: NEWS: Sen. Schiff Joins Sen. Husted to Introduce Bill to Streamline Water Projects and Support Rural Communities

Legislation Introduced by the Orange County Delegation

Bill Number	Bill Title	Introduction Date	Sponsor	Bill Description	Latest Major Action
H.R.6527	No Short Title Available.	12/09/25	Rep. Young Kim (R-CA-40)	To provide compensation for United States victims of Libyan State-sponsored terrorism, and for other purposes.	Referred to the House Committee on Foreign Affairs., 12/08/25
H.R.6455	Health Insurance Premium Fairness Act	12/04/25	Rep. Mike Levin (D-CA-49)	To amend the Internal Revenue Code of 1986 to take certain Medicare premiums of household members into account in determining the health care insurance premiums tax credit.	Referred to the House Committee on Ways and Means., 12/03/25
H.R.6469	Feasibility Review of Emerging Equipment for Digital Open Media (FREEDOM) Act	12/04/25	Rep. Dave Min (D-CA-47)	To require a report on internet freedom in Iran.	Referred to the House Committee on Foreign Affairs., 12/03/25

H.RES.927	No Short Title Available.	12/04/25	Rep. Lou Correa (D-CA-46)	Declaring support by the House of Representatives for Design for Recycling (DFR) initiatives that limit all types of waste by encouraging manufacturers to design their products to have the maximum number of recyclable components.	Referred to the House Committee on Energy and Commerce., 12/03/25
S.3372	Protect Innocent Victims of Taxation After Fire Extension Act	12/04/25	Sen. Alex Padilla (D-CA)	A bill to amend the Internal Revenue Code of 1986 to exclude qualified wildfire relief payments from gross income, and for other purposes.	Read twice and referred to the Committee on Finance. (Sponsor introductory remarks on measure: CR S8514), 12/03/25

If you or your staff have any questions or require additional information on any of the items in this bulletin, please contact Peter DeMarco at 714-834-5777.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Supervisor Janet Nguyen, First District

SUBJECT: CalOptima Alternate Board Members

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Allow alternate members of the CalOptima Board of Directors to have access to confidential information, such as items discussed in closed session.

PROBLEM: Under the current structure, two members of the CalOptima Board of Directors must also be members of the Board of Supervisors, with one additional member of the Board of Supervisors serving as an alternate. Currently, the alternate member does not have access to confidential information which may be necessary to perform their role.

BACKGROUND: Governance of CalOptima is vested in a governing body consisting of ten members, of whom nine are voting members and one is a nonvoting member. Two of the voting members are also on the County Board of Supervisors, and there is an additional member from the Board of Supervisors who serves as the alternate for those two. These members serve a one-year term.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *Guiding Principle - Efficient Service Delivery:*
  - The County supports legislation and budget actions that encourage new technology and innovation to streamline the delivery of services.
  - The County supports legislation and budget actions that reduce access barriers, increase efficiency, and expand equity of public programs.
  - The County supports efforts to reduce maintenance of effort cost requirements, and reasonable administrative or regulatory oversight.
- *CS-39: Public Health & Wellness:* Support measures that protect the public against disease and disability and promote health.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Supervisor Janet Nguyen, First District

SUBJECT: Joint Legislative Audit Committee (JLAC) Request on Funding Equity

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Secure approval for a JLAC audit to assess the County's fiscal capacity to fulfill both state-mandated obligations and crucial local responsibilities, while receiving comparatively lower funding than other large counties. The objective of the audit will be to identify and propose solutions for any financial inequities discovered during the examination.

PROBLEM: In recent years, legislative changes have shifted more responsibilities to the County without associated funding and restricted County discretion in service levels or implementation. Neighboring counties with similar populations have more revenue to provide similar, required services. Orange County must meet its mandated responsibilities first, leaving less funding for non-mandated services and other County priorities.

BACKGROUND: The County uses General Purpose Revenue to meet its unfunded mandated service requirements by the state and federal governments, such as match requirements for Community Services programs or Maintenance-of-Effort funding, as well as operational expenses for Public Protection and General Government Services departments. 92% of the County's $1.1 billion General Purpose Revenue comes from property taxes. Orange County receives the lowest property tax allocation of all 58 counties in the state at five cents for every dollar.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *Guiding Principle - Fair Share Cost Recovery:*
    - The County supports dependable, predictable, and equitable revenue streams and allocation methodologies which reflect County responsibilities, demographics, cost of living, and caseload growth.
    - The County supports full reimbursement for all mandates and other responsibilities imposed by the federal and state governments.

    - The County supports adjusting the State's outdated property tax allocation formula so that Orange County receives its fair share of property tax revenue.
- *GS-7: County Revenue:* Support efforts to increase, protect and sustain local autonomy over local revenues, and ensure the County receives its fair share through the adoption of equitable funding mechanisms, such as population-based funding formulas.
- *GS-17: Property Tax Revenue & Funding Equity:* Protect local property tax revenues and rights afforded to the County. Support dependable, predictable, and equitable revenue streams, and adjust the State's outdated property tax allocation formula so that the County receives its fair share of property tax revenue.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Supervisor Vicente Sarmiento, Second District

SUBJECT: Regional Housing Needs Allocation (RHNA) Credits for Small-Scale Housing

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Ensure local jurisdictions subject to the RHNA process are allowed to receive RHNA credits for all small-scale housing units.

PROBLEM: Despite the County's limited supply of land available for development, not all new housing units are counted toward the County's state-mandated RHNA requirements. In particular, the eligibility of some small-scale units—such as tiny homes, modular units, or interim structures—remains ambiguous under existing statute and state guidance.

BACKGROUND: The Regional Housing Needs Determination (RHND) and RHNA process is used to determine how many new homes, and the affordability level of the homes, that each local government must plan for in its housing element to meet the housing needs of current and future residents. Local jurisdictions report housing units permitted on an annual progress report to demonstrate a jurisdiction's progress toward meeting its share of the RHNA.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *CS-28: Housing:* Support efforts to increase the availability of housing options including small-scale homes, permanent supportive housing and affordable housing. Promote the flexible use of funding and financing mechanisms to meet the needs of individuals and families, including additional funding for the Local Housing Trust Fund Program and expanded definitions of homelessness. Support additional options for the procurement of materials for affordable housing.
- *CS-35: Low & Moderate-Income Housing:* Support efforts to streamline funding, construction processes, and land use regulations, which expedite the development of low- and moderate-income housing units and allow local governments to adequately plan to meet the housing needs of all economic segments of the community.

- *IN-39: Regional Housing Needs Assessment (RHNA):* Support legislation that provides clarity, addresses inconsistencies, or provides flexibility in the RHNA process for a successful completion of the County's Housing Element.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Supervisor Vicente Sarmiento, Second District

SUBJECT: Trap-Neuter-Return (TNR) Authorization

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Authorize a carve out for county and city animal shelters within existing law, clarifying these public agencies may support TNR programs for felines in their jurisdictions without violating existing animal abandonment statutes.

PROBLEM: While California does not have a statewide ban on TNR programs, some counties have discontinued or been hesitant to initiate such programs. This hesitancy has been attributed to perceived ambiguity in state law regarding the authority or protections related to TNR efforts.

BACKGROUND: California Penal Code Section 597 makes it a misdemeanor to abandon an animal. Some counties have curtailed TNR programs, fearing that releasing even feral cats could be considered illegal abandonment.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *CS-3: Animal Care Shelter:* Support funding for regional animal shelter facility maintenance and programs, and support feral cat trap, neuter, and release authority.
- *CS-44: Spay/Neuter:* Support funding for spay/neuter and microchipping education, vouchers, and clinics. Support feral cat trap, neuter, and release authority.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Supervisor Vicente Sarmiento, Second District

SUBJECT: CalOptima Board of Directors

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Stagger the terms of the seven members of the CalOptima Board of Directors who serve four-year terms to ensure that no more than four board members' terms expire simultaneously.

PROBLEM: Under the current structure, the terms of all seven board members serving four-year terms expire simultaneously, which may create a risk of sudden turnover and the potential loss of experienced decision-makers. Staggering terms could mitigate this risk by providing continuity in governance.

BACKGROUND: Governance of CalOptima is vested in a governing body consisting of ten members, of whom nine are voting members and one is a nonvoting member. Members of the CalOptima board serve four-year terms, except for those members who are members of the Orange County Board of Supervisors, who serve a one-year term.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *Guiding Principle - Efficient Service Delivery:*
  - The County supports legislation and budget actions that encourage new technology and innovation to streamline the delivery of services.
  - The County supports legislation and budget actions that reduce access barriers, increase efficiency, and expand equity of public programs.
  - The County supports efforts to reduce maintenance of effort cost requirements, and reasonable administrative or regulatory oversight.
- *CS-39: Public Health & Wellness:* Support measures that protect the public against disease and disability and promote health.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Supervisor Donald P. Wagner, Third District

SUBJECT: Elections Administration

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Align the standards for first-time voters in federal and non-federal elections to remove a discrepancy in current requirements, which require voter identification for certain first-time voters in a federal election but not in a non-federal election.

PROBLEM: Under the Help America Vote Act of 2002 (HAVA), voter identification is required only for first-time voters in a federal election who registered by mail or online without providing a driver's license number, state ID number, or the last four digits of their Social Security number at registration. California's law extends this requirement to meet federal standards but does not require voter identification for first-time voters in a non-federal election who registered by mail or online without providing a driver's license number, state ID number, or the last four digits of their Social Security number at registration.

BACKGROUND: Existing law requires a person to provide personal identifying information when registering to vote and requires elections officials to validate the information provided; requires an applicant to certify to the truth and correctness of the content of their voter registration application under penalty of perjury; provides that every person who registers to vote knowing that they are ineligible to do so is guilty of a crime punishable by imprisonment for 16 months or two or three years, or in a county jail not exceeding one year; and states that if a voter is voting in a federal election for the first time after registering online or by mail and did not provide their driver's license number, California identification number, or the last four digits of their social security number on their registration form, they will be asked to show a form of identification when they go to the polls.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *GS-29: Voting Systems & Access:* Support legislation that promotes and increases voter registration and access for as many eligible voters as possible, establishes consistent funding

for the maintenance and replacement of voting systems equipment, and provides adequate funding for the administration of election services.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Supervisor Donald P. Wagner, Third District

SUBJECT: Jury Commissioner Information Sharing

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Require jury commissioners in each county to share information with the Secretary of State, which after confirmation of a voter match will share the information with county elections officials, about registered voters who attest on a juror questionnaire that they are not qualified for jury service in that county for any reason that would also make them ineligible to vote, make them qualified to vote in another county in the state, or indicate that they require accommodation to vote.

PROBLEM: Currently, when persons who attest under penalty of perjury that they were eligible to vote on a voter registration affidavit and subsequently attest to a Superior Court that they are not qualified to serve on a jury for a reason that would also make them ineligible to vote, the Secretary of State and county elections officials are not notified. The lack of access to jury questionnaire data may impede the ability the Registrar of Voters to maintain accurate voter files and allow for the risk that persons not eligible to vote could cast a ballot in a local, state, or federal election.

BACKGROUND: The Code of Civil Procedure (CCP) provides that if a jury commissioner requires a person to complete a questionnaire, the questionnaire shall only ask questions related to juror identification, qualification, and ability to serve as a prospective juror. Pursuant to CCP Section 203, there are 11 circumstances that exclude persons from eligibility for jury service in the state that include, among others, persons who are not domiciliaries of California or who are not residents of the jurisdiction wherein they are summoned to serve.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *GS-29: Voting Systems & Access:* Support legislation that promotes and increases voter registration and access for as many eligible voters as possible, establishes consistent funding for the maintenance and replacement of voting systems equipment, and provides adequate funding for the administration of election services.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Chairman Doug Chaffee, Fourth District

SUBJECT: Veterans Warm Handoff

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Establish a comprehensive "warm handoff" program designed to improve the reintegration process for service members transitioning from military to civilian life. This proposal aims to strengthen coordination between military discharge points and state and local providers, ensuring earlier connection to available resources and enhanced support.

PROBLEM: Integrating back into civilian life after active duty is a complex and often challenging process that demands a significant period of readjustment across multiple domains. Successful reintegration requires addressing a comprehensive set of needs that collectively support a service member's return to health and productivity.

BACKGROUND: There are numerous veteran support efforts underway, including a little more than $1 billion from recent statewide bond funding set aside to support veterans housing and a pilot program dedicated to higher levels of on-site supportive services for older veterans in permanent supportive housing. A pilot report published in February of this year outlines improvements and opportunities for advancement in veterans' health, community engagement, and support services.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *CS-49: Veterans Services, Programs & Housing:* Support programs, services, and funding for our veterans, including:
    - Funding for the County veterans service offices (VSOs).
    - Funding and approval of veteran housing projects.
    - Maintaining veterans as a priority group in the housing voucher program.
- Expedited training and certification for VSO claims officers, and increased access to the veterans' affairs database.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Vice Chair Katrina Foley, Fifth District

SUBJECT: Nitrous Oxide (NOx) Sales Ban

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Fully ban the sale of NOx statewide, except for limited authorized retailers for legitimate culinary and medical purposes.

PROBLEM: According to recent data, fatal nitrous oxide poisonings increased by more than 500% from 2010–2023. Despite statewide limits, NOx remains widely sold in smoke shops, gas stations, and online, often labeled as "food use only." In August, the OC Health Care Agency issued a special report on NOx assessing its use and policy recommendations, highlighting challenges with collecting accurate data and the negative effects of NOx misuse.

BACKGROUND: California Penal Code Section 381b–381e makes it illegal to possess or inhale NOx for intoxication, sell or furnish it to minors, or distribute it knowing it will be used for intoxication. Retailers must keep signed sales logs acknowledging the dangers of inhalation, and those records must be retained for one year. Exemptions apply for legitimate uses such as medical or dental anesthesia and as a food propellant. A handful of counties (Orange, San Mateo, Santa Cruz, Humboldt, and Mendocino) have enacted local bans on retail sales outside authorized food or medical channels.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *P-26: Unsanctioned Substance Use:* Monitor state and federal efforts to report and restrict the misuse of substances, including but not limited to nitrous oxide, ketamine, and esketamine, and support efforts to prevent their misuse.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: Vice Chair Katrina Foley, Fifth District

SUBJECT: Homekey+ Project Completion Period Extension

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Under future Homekey+ rounds, allow longer completion periods for projects involving major demolition and rebuild, which are currently limited to twelve months, to expand eligibility to additional housing projects.

PROBLEM: Current Homekey+ guidelines distinguish between acquisition and rehabilitation and new construction, but do not adequately address projects that require full or substantial teardowns. In practice, these projects are often classified as adaptive reuse, repurposing or retrofitting existing non-residential structures into new permanent supportive housing. Because adaptive reuse projects typically involve extensive demolition, structure reconfiguration, and major electrical and mechanical upgrades, they align more closely with new construction timelines than with rehabilitation standards.

BACKGROUND: Homekey+ is a permanent housing initiative funded by recent statewide bond funding. The current timelines and eligibility requirements for Homekey+ project completion vary depending on the project classification. Acquisition or rehabilitation projects must be completed within twelve months and sixty days from the date of award. In contrast, gap financing and new construction projects must be completed twenty-four months and sixty days from the date of award.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *CS-28: Housing:* Support efforts to increase the availability of housing options including small-scale homes, permanent supportive housing and affordable housing. Promote the flexible use of funding and financing mechanisms to meet the needs of individuals and families, including additional funding for the Local Housing Trust Fund Program and expanded definitions of homelessness. Support additional options for the procurement of materials for affordable housing.

County of Orange

County Executive Office

2026 LEGISLATIVE PROPOSALS

AGENCY/DEPARTMENT: OC Waste & Recycling

SUBJECT: Landfill Methane Monitoring Technology Modernization

STAFF RECOMMENDATION: Defer to Board

PROPOSAL SUMMARY: Allow the use of alternative methane monitoring technologies, including methane detecting drones and other remote sensing systems, to satisfy compliance obligations, and establish performance-based criteria for the use of these advanced emissions monitoring technologies.

PROBLEM: State statute and regulations require the reporting of routine emissions from stationary sources, mandate the identification and mitigation of localized air quality risks, and support climate policy objectives, including the detection and quantification of methane, a potent short-lived climate pollutant. However, California does not yet allow the use of several advanced technologies for methane monitoring. Authorization to use new technologies will increase the frequency, coverage, and accuracy of methane monitoring while reducing the operational challenges and safety risks associated with traditional ground-based methods.

BACKGROUND: The California Air Resources Board (CARB) establishes the regulatory framework and oversees recordkeeping, reporting, and compliance obligations for methane monitoring at municipal solid waste landfills, in alignment with state and federal law. Although CARB has not yet authorized these technologies within the state, the United States Environmental Protection Agency (EPA) approved the technologies in December 2022, and they have since been adopted and implemented in other states nationwide.

LEGISLATIVE PLATFORM POLICY REFERENCE: Per the Legislative Guidelines, departments will adhere to County and department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship. Below are the relevant guiding principles and policy statements from the 2025-2026 Legislative Platform that relate to this proposal.

- *IN-45: Technology for Landfill Management & Compliance:* Support efforts that expand the use of new or existing technology advancements for landfill management and regulatory compliance.

Revision to ASR and/or Attachments

RECEIVED
2025 DEC 11 AM 10:06
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date: **December 11, 2025**

To: Clerk of the Board of Supervisors

CC: County Executive Office

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

Digitally signed by Michelle Aguirre
Date: 2025.12.11 09:58:58 -08'00'

Re: ASR Control #: 25-000821, Meeting Date 12/16/25, Item No. # 23

Subject: 2025 Strategic Financial Plan and 2025 Vision Annual Report

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Explanation: County Budget and Finance Office requests the following:

1. Add Recommended Actions #5-6.
2. Replacement of placeholder with the full Attachment A – 2025 Strategic Financial Plan.
3. Add Attachment F – Amended Debt Management Policy (Clean).
4. Add Attachment G – Amended Debt Management Policy (Redline).

☒ Revised Recommended Action(s)

5. Authorize the County Executive Officer or designee to delete vacant positions and amend the master position control through January 15, 2026, as identified by County Budget & Finance Office and affected County departments, and return to the Board of Supervisors with the final reconciliation of the deleted positions as part of the FY 2025-26 Mid-Year Budget Report on January 27, 2026.
6. Approve amended Debt Management Policy as detailed in the *Plans, Policies and Oversight* section of Attachment A.

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

Adding these two paragraphs after the Orange County Investment Policy section:

The 2025 Strategic Financial Plan identified a continued ongoing significant gap between forecasted expenditures and revenues; therefore, the County Budget & Finance Office (CBFO) collaborated with department budget teams to develop solutions for

closing the gap in advance of the FY 2026–27 Budget. The addition of Recommended Action 5 allows for the deletion of vacant positions as part of these efforts. A reconciliation of the deleted positions will be provided to the Board of Supervisors for approval as part of the FY 2025-26 Mid-Year Budget Report on January 27, 2026.

On December 6, 2016, the Board of Supervisors (Board) approved the Debt Management Policy as part of the adoption of the 2016 Strategic Financial Plan. At this time, the County Executive Office is requesting approval to amend the Debt Management Policy to include Interim Project Financing in the County's debt structure to allow the County to utilize interim financing during certain phases of project(s), as necessary.

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

Replace Attachment A – 2025 Strategic Financial Plan
Add Attachment F – Amended Debt Management Policy (Clean)
Add Attachment G – Amended Debt Management Policy (Redline)

2025 STRATEGIC FINANCIAL PLAN



Acknowledgement

Cover art courtesy of CEO Communications

Location: Irvine Regional Park, OC Parks

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COUNTY OF ORANGE
CALIFORNIA

Executive Summary

Introduction

The County of Orange (County) is dedicated to long-term strategic financial planning to ensure its ability to respond to economic changes and unanticipated events in a way that allows the County to preserve the range and quality of services provided to the community. The year leading up to the 2025 Strategic Financial Plan (SFP) process experienced significant changes in trade and fiscal policy and geopolitical risk which exerted increased pressure on the economy. Economists expect the U.S. economy to continue to grow at a below trend pace as they anticipate a rise in investment as interest and mortgage rates drop. While revenue growth in recent years has allowed the County to fund one-time projects and enhance service levels, future growth will dictate the impacts on projects and levels of service. Nevertheless, the County is committed to maintaining essential services and aligning discretionary projects and service delivery levels within available funding.

A disciplined approach to fiscal management of the County's limited resources will ensure alignment with the Countywide strategic priorities and values. The County strives to provide high quality services and advance major initiatives that enrich the lives of its residents. Investing in the County's future continues to be a key component of the County's long-term strategy. The County is periodically conducting comprehensive evaluations of its organizational structure, with a focus on strategically centralizing functions where it enhances efficiency and service delivery.

The County's foundational framework is shaped by the following guiding principles:

- Maintain a Structurally Balanced Budget and Industry Standard Reserve Levels
- Invest in the County's Essential Infrastructure
- Advance Key County Initiatives, Strategic Priorities and Projects
- Be the Employer of Choice

This framework and the long-term strategic planning process play a critical role in ensuring the County fulfills its commitment to key initiatives and projects and also maintains its Budget Stabilization and Contingency Reserve amounts, as recommended by the Government Finance Officers Association (GFOA). It is important for the County to maintain its reserve position, even during a downturn in the economy, to weather future economic variations with minimal impact on the community it serves.

The Process

The SFP is a financial component of the County's Strategic Plan providing short and long-term operational linkages between the Strategic Plan and the annual budget process. It offers a means to measure departments' needs and resources to ensure the County's financial position is sufficient to support ongoing services and long-term needs while ensuring sustainability within potential future economic restraints. The SFP provides policymakers with a tool for testing assumptions and evaluating the projected financial impact of policy decisions related to General Fund operations, key initiatives, capital and information technology (IT) requests, strategic priorities and emerging initiatives.

The SFP provides the context for a five-year operating budget and prepares for development of the next fiscal year budget with the stipulation that assumptions used in developing the SFP may change over time. The SFP is developed with a goal of identifying any significant issues that must be addressed to achieve the County's mission, goals and long-term plan for financial stability.

The primary focus of the SFP is the portion of the General Fund often referred to as discretionary funding or Net County Cost (NCC) which is funded by General Purpose Revenues (GPR). This is the funding source allocated to departments and approved by the Board for programs and activities not funded by specific revenue streams. The non-discretionary portion of the budget contains mandated activities such as benefit payments to clients, which the County provides on behalf of the State and Federal governments. Such activities are primarily funded with state and federal revenues and include programs such as In-Home Supportive Services (IHSS), CalWORKs, CalFresh and Medi-Cal.

Non-discretionary revenues projected by General Fund departments over the five years of the SFP consist of the following in addition to the projected GPR:

(Amounts in Millions)

Revenue Type	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
State Revenue	$ 1,887	$ 1,906	$ 1,923	$ 1,947	$ 1,972
Federal Revenue	528	531	535	539	545
Charges for Services	738	742	762	762	778
Other Financing Sources	452	456	420	419	423
Licenses, Permits & Franchises	34	35	35	36	36
Miscellaneous Revenues	16	16	16	16	16
Fines, Forfeitures & Penalties	7	8	8	8	8
Use of Money & Property	18	19	19	20	21
Other Governmental Agencies	18	18	19	19	20
Subtotal	***$ 3,698***	***$ 3,731***	***$ 3,737***	***$ 3,766***	***$ 3,819***
General Purpose Revenue	1,271	1,313	1,348	1,400	1,454
Grand Total	**$ 4,969**	**$ 5,044**	**$ 5,085**	**$ 5,166**	**$ 5,273**

Note: GPR amounts include ongoing and one-time funding sources.

Particularly, state and federal revenue sources are reviewed and closely monitored to identify possible issues. Any concerns identified during the SFP process are reported to the County's Legislative Affairs unit, which then communicates with the County's State and Federal lobbyists as well as the California State Association of Counties (CSAC) and the National Association of Counties (NACo). In addition, County departments work closely with organizations such as the California Welfare Directors Association (CWDA), the County Health Executives Association of California (CHEAC), and the California State Sheriff's Association on any identified matters.

As in prior years, the SFP focuses on identifying General Fund fiscal gaps (comprised of departmental planned expenditures net of departmental revenues and NCC) and any imbalances to be addressed during the FY 2026-27 annual budget process. Summary analyses of capital and IT project needs were also conducted. This year's SFP lays the groundwork for establishing budget priorities and funding solutions for FY 2026-27 prior to the usual timeframe of the annual budget process, thereby allowing more time for collaboration and thoughtful solutions.

The SFP also provides an opportunity to review the General Fund Reserves Policy, which is developed to provide governance over the maintenance and use of reserves and to reflect the County's continued commitment to sound fiscal policy. There are no recommended changes to the Reserve Policy.

Relevant economic data used in preparing the County's 2025 SFP includes:

- GPR forecast developed in conjunction with forecasts by the Auditor-Controller, the 2025-26 Local Assessment Roll of Values, and revenue receipt trends.
- Various projections for capital and operating inflationary factors, as developed by governmental or industry experts in the related field.
- Continued monitoring of economic forecasts published by Chapman University, University of California, Los Angeles, the State Legislative Analyst Office and other various sources.

Economic data compiled in August 2025 was included as part of the 2025 SFP instructions. As changes occur in the economy, projections will be updated during the FY 2026-27 annual budget development process.

Key Assumptions:

- The total cost of salaries and benefits is expected to increase over the five-year plan and includes the following assumptions:

- Salary growth factors include general salary increases consistent with existing and recently approved memorandum of understanding (MOU) terms. Assumptions for salary increases beyond the existing MOU terms include 0% growth for Years 1 through 5 of the plan. In addition, per existing MOU terms salary projections include a merit increase assumption for incumbents that are not at the top of the salary schedule. Salary projections are developed independently and not in consultation with Human Resource Services or the Board. The use of growth factors is for planning purposes only and does not represent a commitment for bargaining purposes.

Included in the assumptions for the 2025 SFP are the following economic and demographic assumption changes adopted by the Orange County Employees Retirement System (OCERS) Board on August 21, 2023:

- Maintain rate of price inflation at 2.50%.
- Continue the use of retirement rates structured as a function of entry age and years of service, which separated out retirement rates for legacy plans for years of service above and below 30 years. This resulted in higher assumed rates of retirement for legacy plan members with over 30 years of service. As such, retirement contribution rates for Non-Safety members increased.
- Continue the use of public benefit-weighted mortality tables, which illustrated Safety mortalities were higher than previously projected using headcount-weighted mortality tables. This resulted in a lower contribution rates of retirement for Safety members.
- Retirement Rate Assumptions (Tier II) utilize the assumed investment rate of return of 7.00% for all years, which resulted in the following retirement contribution rates over the five-year plan:
  - Safety Rate ranges from 65.0% to 64.4% (3@50; excludes retiree medical)
  - Non-Safety Rate ranges from 36.5% to 36.2% (2.7@55; excludes retiree medical)
  - Retiree Medical for Safety of 0.5%
  - Retiree Medical for Non-Safety of 0.9%
- Health Benefit Cost Assumptions resulted in the following:
  - 5-Year Growth from $276 million to $355 million, a 28.6% increase
- Departmental NCC Limits were set for ongoing baseline operations (current levels of service). FY 2026-27 NCC Limits were projected using the adopted FY 2025-26 limits ($1,226 million) as a starting point, with amendments for technical adjustments and removal of one-time items resulting in proposed baseline limits for FY 2026-27 of $1,196 million. In addition to the NCC Limits, departments have identified $115 million in additional NCC required to maintain current operations and staffing levels for FY 2026-27. After factoring in NCC Limit growth of 0% in FY 2026-27 through FY 2030-31 of the SFP, removal of any one-time items, and use of one-time funding sources to supplement GPR, funding sources are projected to be insufficient to cover

department base budgets to maintain current levels of service. In addition, projected funding sources are insufficient to grant all department expand augmentation, capital improvement plan, IT, and strategic priority requests. Furthermore, departments identified a 5-year cumulative budget gap of $469 million.

The following table summarizes prior and current year Adopted Budget and the Forecast of the SFP projected NCC Limits by program, which do not include departments' requests for additional NCC to maintain levels of service:

	Adopted Budget					Forecast				
Program	**21-22**	**22-23**	**23-24**	**24-25**	**25-26**	**26-27**	**27-28**	**28-29**	**29-30**	**30-31**
Public Protection	$ 550.2	$ 577.9	$ 563.5	$ 673.2	$ 726.9	$ 685.2	$ 685.2	$ 685.2	$ 685.2	$ 685.2
Community Services	182.9	173.1	184.2	214.7	244.8	233.8	233.8	233.8	233.8	233.8
Infrastructure	36.3	36.8	42.3	38.8	41.4	36.8	36.7	36.8	36.8	36.7
General Government	136.6	158.8	173.0	182.7	196.2	196.1	196.9	197.5	198.3	199.1
Capital Improvements	22.0	16.1	16.1	16.1	16.1	16.1	16.1	16.1	16.1	16.1
Debt Service	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Insurance, Reserves & Misc.	(3.9)	10.0	57.0	7.2	0.0	27.6	27.7	27.8	27.9	28.0
GRAND TOTAL NCC	**$ 924.1**	**$ 972.8**	**$ 1,036.2**	**$ 1,132.7**	**$ 1,225.5**	**$ 1,195.7**	**$ 1,196.5**	**$ 1,197.3**	**$ 1,198.2**	**$ 1,199.0**

Outlook and Opportunities

In general, key economic forecasts indicate below trend growth in 2026 and recovery in 2027. To manage rising inflation and to combat the weakening labor market, the Federal Open Market Committee anticipates reducing its federal funds rate in 2025 and 2026. Consequently, this is projected to increase residential investment as a reduction in mortgage rates could influence homeowners in selling their homes if interest rates are closer to their previously acquired low fixed-rate mortgages.

The County will continue to monitor the State budget due to its projected $11.8 billion shortfall in FY 2025-26 and prepare contingency plans to address any possible adverse funding impacts, if needed. Continued rising costs of salaries and benefits and other costs of doing business may exert pressure on the County's ability to fund current and future service levels. Please see further discussion of economic impacts in the *Economic Forecast* section of this document.

Development of this SFP takes into account modest GPR growth consistent with current and projected economic conditions. The County should continue to follow fiscal policies that will maintain department budget stability, prepare for contingencies, and address and fund agency infrastructure.

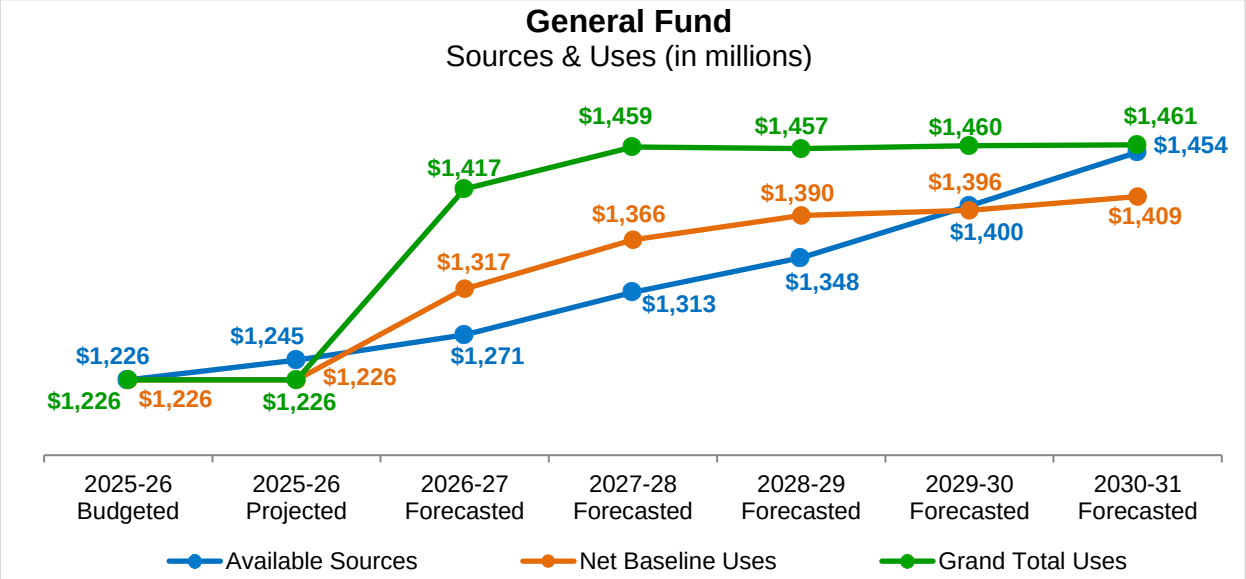
Expenditures

Key Issues include:

- The cost of doing business continues to grow.
- Competing needs exist for General Funds, including the need to fund new and deferred capital and IT projects, ongoing key initiatives, strategic priority requests, and reserve position.

The following chart illustrates the projected General Fund Sources and Uses.

- **Available Sources** is GPR and may include use of one-time revenue sources.
- **Net Baseline Uses** is NCC Limits plus additional NCC requests to maintain levels of service and Budget Stabilization and Contingencies reserve levels at industry standard amounts.
- **Grand Total Uses** encompasses the Net Baseline Uses including expand augmentations, capital improvement plan (CIP), information technology (IT) Plan, and Strategic Priority requests.



The gap between Available Sources and Grand Total Uses begins at a negative $146 million in the first year of the SFP; decreases to $109 million by year three; and then decreases to $8 million by year five. The projected cumulative deficit is $469 million for the five years if all expand, CIP, IT plan, and strategic priority requests are granted.

It is important to note that unexpected shifts in economic conditions or events could cause the gaps between available sources and net baseline uses to narrow or invert. The

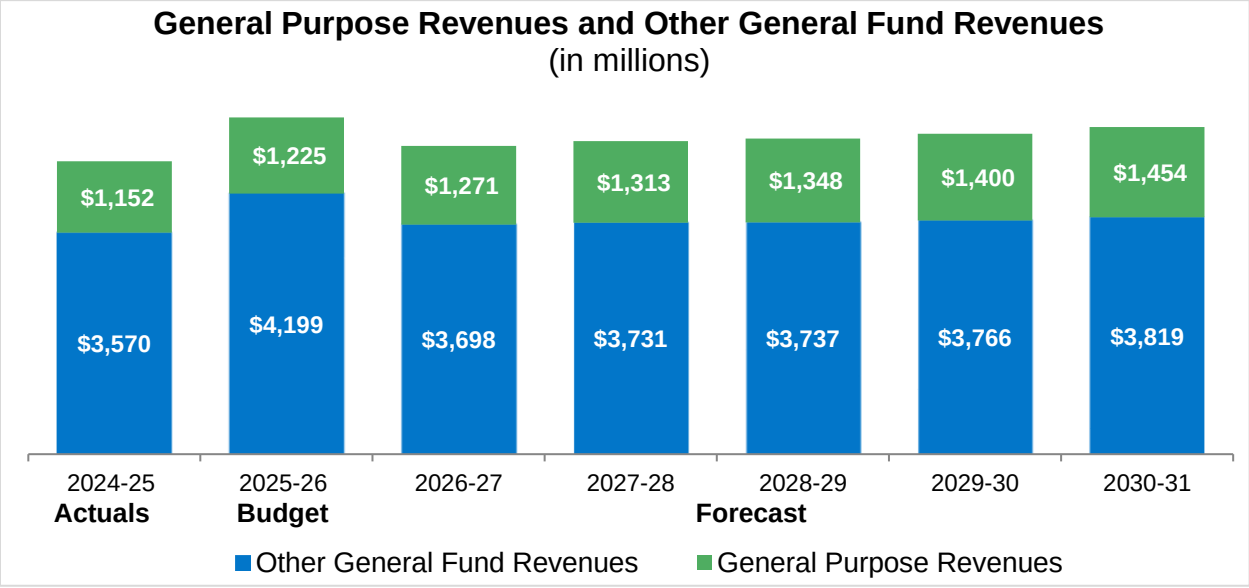
assumptions used do not include any salaries and benefits increases over the five-year SFP as a result of upcoming negotiations with all the County's labor groups, as all MOUs expire in June 2026. In addition, changes to the following assumptions could cause variations in the gaps shown above:

- The FY 2025-26 projection assumes that departments remain within budgeted Net Baseline Uses.
- The Net Baseline Uses assumes 0% growth for Years 1 (FY 2026-27) through 5 (FY 2030-31) of the SFP for salary increases beyond the existing MOU terms.
- Increasing costs in Community Services, such as In-Home Supportive Services and General Relief.

Over the five years of the SFP, departments requested a total of $119 million in expand requests primarily to fund increased staffing and equipment needs. In addition, departments requested a total of $12 million in strategic priority requests. There are also unfunded CIP and IT plan requests of $183 and $63 million, respectively.

Revenues

As previously illustrated, departmental base revenues (sources) are projected to grow slowly, and not to the extent of department base expenditures (uses). The SFP forecasts moderate increases in GPR consistent with current economic trends. Detailed analysis of each component of GPR and other General Fund revenues are provided in the *Revenue Forecast* section of this document. The following chart summarizes historical and forecasted growth in GPR and other General Fund revenues.



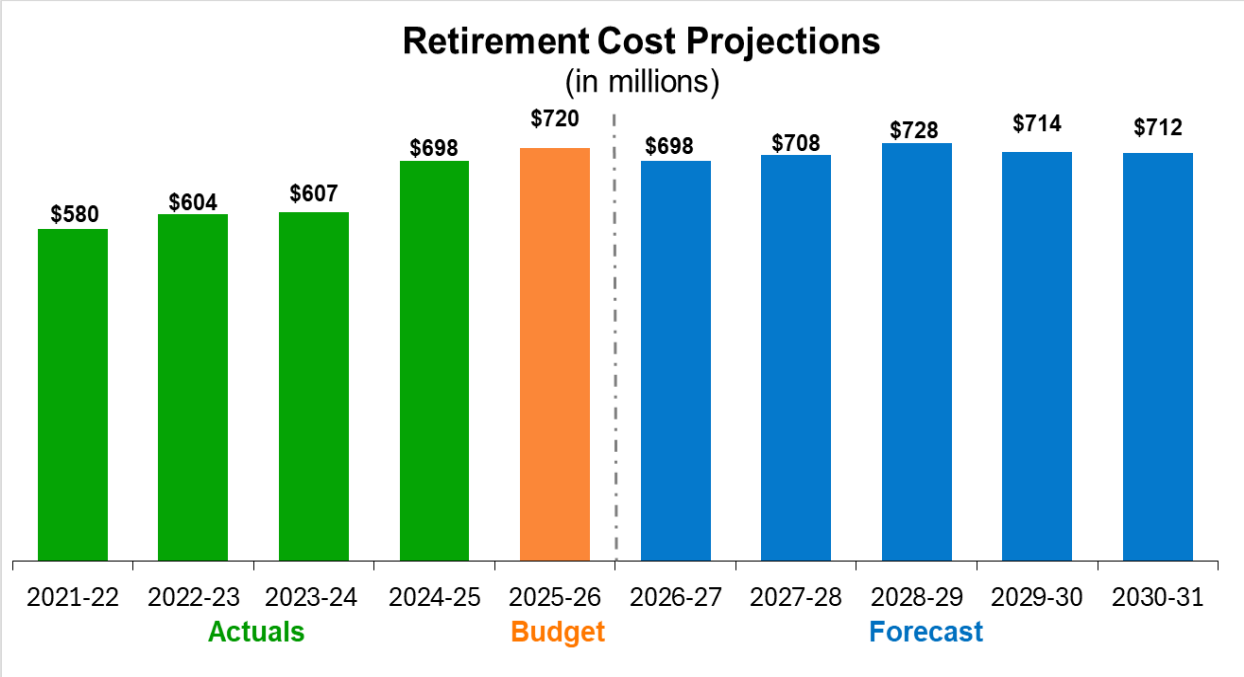
Note: FY 2025-26 Adopted Budget includes one-time transfers related to Property and Casualty Risk Internal Service Fund.

Retirement

For the 2025 SFP, the County's projected cost of retirement shows an average 2.2% decrease over the 2024 SFP forecast primarily due to the following:

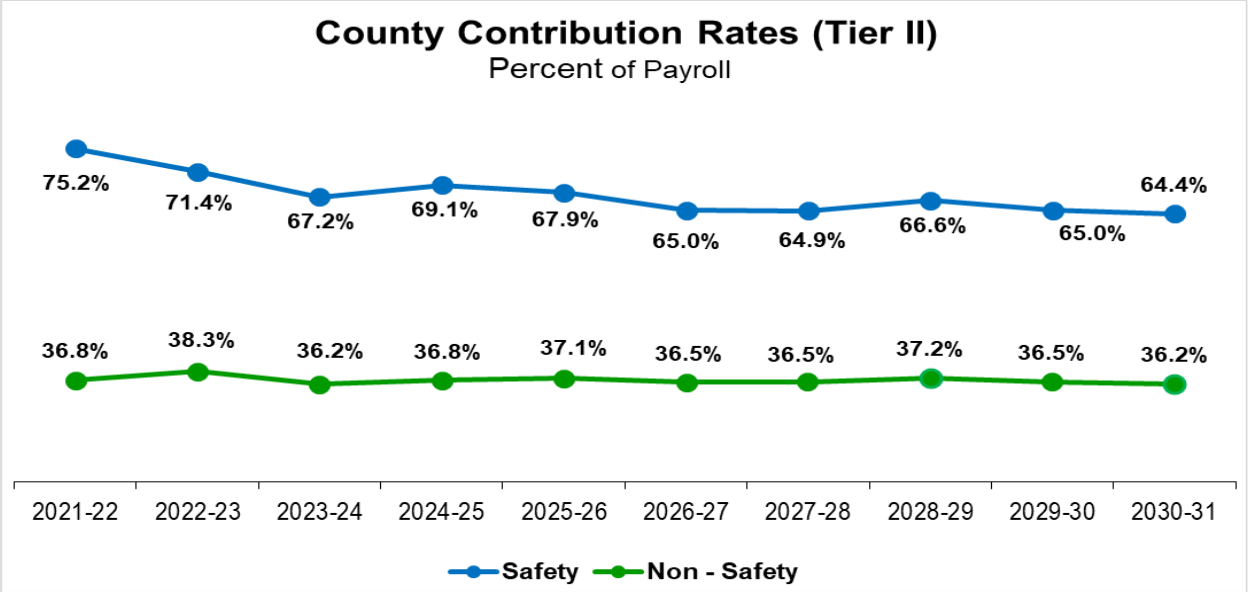
- Decrease of 157 employees budgeted in the 2025 SFP when compared to the 2024 SFP due to the implementation of the FY 2024-25 Budget Action Plan
- Slight decrease in retirement rates as the Unfunded Actuarial Accrued Liability (UAAL) is paid down

As illustrated in the table below, the 2025 SFP retirement forecast decreases 2.2% when comparing costs from the current year's budget FY 2025-26 of $720M to $712M estimated in FY 2030-31.



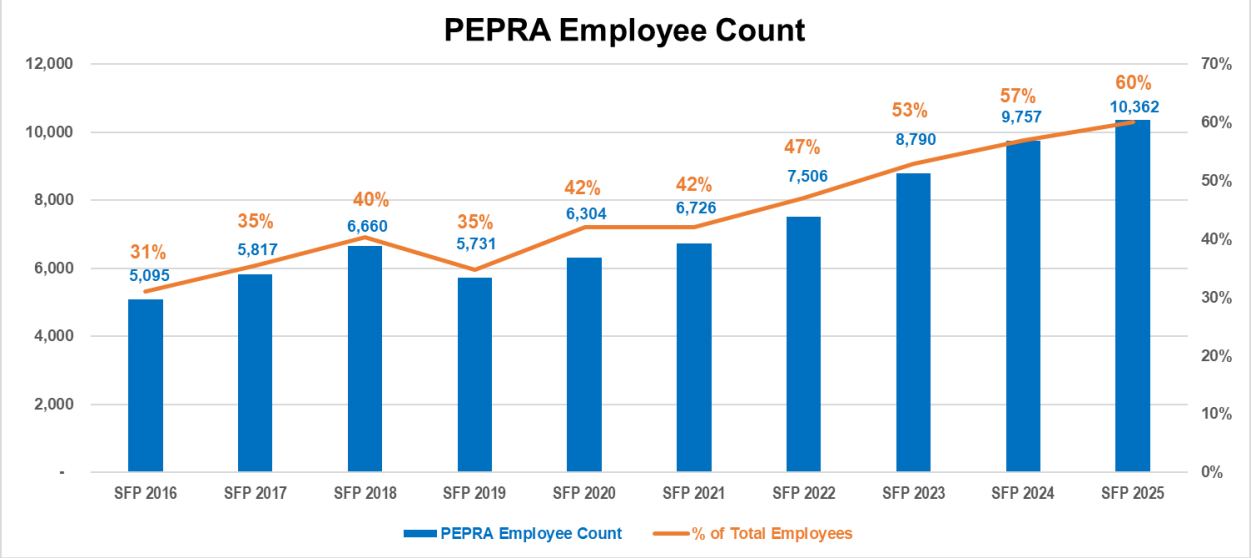
Note: All years exclude Pension Prepayment and Retiree Medical.

Over the Plan period, assuming all actuarial assumptions are met in the future and there are no additional changes in any of the actuarial assumptions, retirement rates are expected to slightly decrease as the UAAL is paid down over the 20-year amortization period.



Although the County's cost of retirement will slightly decrease, a long-term positive impact is expected due to the reduced retirement benefits established under the California Public Employees' Pension Reform Act of 2013 (PEPRA). New County employees hired on or after January 1, 2013, who are considered "New Members" within the meaning of PEPRA, are enrolled in lower cost PEPRA retirement plans.

As of September 2025, the County had 10,362 County enrolled PEPRA employees (approximately 60% of total employees) an increase from 9,757 (approximately 57% of total employees) as of September 2024. In the past 10 years, County employees enrolled in PEPRA retirement plans grew from 31% to over 60% of total employees.



Pension Unfunded Actuarial Accrued Liability (UAAL) – Funding Progress

The County participates in the Orange County Employees' Retirement System (OCERS), a cost sharing multiple-employer, defined benefit pension plan. The County's funding policy aims to fully provide member benefits upon retirement by meeting this goal with annual OCERS contributions that are combined with employee contributions and investment income.

At the end of each calendar year, OCERS conducts an actuarial valuation which establishes the employer and employee retirement contribution rates. The total employer retirement contribution rate includes two components: the Normal Cost Component and the current year's cost for the Unfunded Actuarial Accrued Liability (UAAL). The Normal Cost Component is the amount that will pay for the current year's value of retirement benefits as earned. The UAAL Component is the accrued liability for past services which were not funded by prior contributions and investments. Ideally, all benefits are funded through the Normal Cost Component only. However, a UAAL can arise due to the following factors:

- Benefit enhancements are retroactively applied
- Actuarial losses due to actual growth in factors such as the number of retirees, improved mortality rates, salaries or investment return losses
- Changes in actuarial assumptions for factors such as the assumed rate of return, member mortality rates, rate of salary increases, rates of retirement or age at retirement

Large long-term unfunded pension liabilities impact the financial position of the County, which could include the following impacts:

- Potential negative impact on the County's credit rating, which could lead to higher costs of borrowing.
- Unfunded pension liabilities, meaning a larger portion of retirement costs are funded by the taxpayer instead of investment returns.
- Increased financial resources being paid towards annual retirement costs instead of the provision of services. In FY 2024-25, the County's total annual retirement cost was approximately $753 million, with an estimated UAAL cost of $353 million or approximately 46.9% of total retirement costs.

Accelerated Funding Plan Analysis – During the 2017 Strategic Financial Plan process, the County evaluated the concept of accelerating payments toward the UAAL to improve its financial position. The following challenges were identified which determined accelerated funding payments towards the UAAL was not feasible for the County:

- General Fund discretionary funding is limited, and the funding priority is for County mandates.
- Applicable guidelines for many program funding sources restrict the advance payment of unfunded pension liabilities.
- Numerous County programs have limited program funding which are currently used to cover existing expenditures to meet current service levels.
- Additional funding sources, such as program user fees, would have to increase to cover the cost of additional payments toward the unfunded pension liability.
- Charges to contract partners would have to be increased to cover the cost of additional payments toward the unfunded pension liability.

However, as a result of the following steps taken by the County and the OCERS Board of Retirement to ensure adequate funding of the retirement system, it is projected that the County will achieve 100% funding of the UAAL by Valuation Year 2034, used for FY 2036-37 budgeted Retirement Rates:

- In 2013, the OCERS Board adopted a funding policy to reduce the amortization period of the UAAL from 30 years to 20 years, which was a sound financial decision to ensure a timelier payment of the UAAL, eliminating an additional ten years of interest payments.
- OCERS has adopted realistic assumptions to ensure contributions are sufficient to fully fund the retirement system's obligations. Each year the actual experience of the retirement system is compared to the assumptions used in determining contributions rates to assess whether changes in annual contribution requirements are necessary. In addition, triennially, OCERS conducts an experience study to decide whether or not to adjust the underlying assumptions used in determining contributions rates. Based on these experience studies, the OCERS Board has adopted the following past significant changes in assumptions:
    - **Investment Rate of Return** – On December 5, 2012, the OCERS Board voted to reduce the assumed investment rate of return from 7.75% to 7.25%. On October 16, 2017, the OCERS Board adopted a reduction in the assumed investment rate of return to 7.00% effective July 2019. The assumed rate of return reduction had the impact of increasing contribution rates of members and plan sponsors.
    - **Rate of Inflation** – On September 23, 2014, The OCERS Board adopted a decrease in the inflation assumption from 3.25% to 3.00% per annum. On October 16, 2017, the OCERS Board adopted a further decrease in the inflation assumption to 2.75%. On August 17, 2020, the OCERS Board adopted another decrease in the inflation rate assumption to 2.50%, while maintaining the post-retirement COLA at 2.75%. The reduction in the assumed inflation rate had the impact of reducing contribution rates of members and plan sponsors.

- **Mortality Rates** – On October 16, 2017, the OCERS Board adopted the application of generational tables to project mortality rates, which demonstrated projected life expectancy increases with each new generation. This change in assumption had the impact of significantly increasing contribution rates of members and plan sponsors. On August 17, 2020, the OCERS Board adopted the use of public benefit-weighted mortality tables projected generationally, which indicate benefit (or salary for employees) is a significant predictor of mortality difference. In addition, the new tables are based exclusively on public sector experience, unlike the prior tables. These new tables indicated that public Safety member rates of mortality are higher, which led to a reduction in contribution rates for members and plan sponsors for Safety.

- To control and reduce the growth of the UAAL, the County implemented a hybrid retirement plan (1.62% @ 65) prior to implementation of PEPRA, which reduces the cost of retirement benefits.

Funding Progress – Based on the OCERS December 31, 2024, actuarial valuation, the funding ratio for the retirement system is 83.83%, which is a slight increase from 82.63% in 2023. OCERS' UAAL decreased from $4.65 billion ($3.94 billion attributable to the County) to $4.57 billion ($3.96 billion attributable to the County). The UAAL decrease was primarily attributable to greater than expected UAAL contributions and investment returns greater than the assumed rate of 7%, combined with actual salary increases greater than the 3% expected salary increase. The following table summarizes the County's UAAL and current funding ratio by the County's four Rate Groups:

County of Orange
Unfunded Actuarial Accrued Liability (UAAL) and Funding Level by Rate Group
Based on OCERS Actuarial Valuations Prepared by Segal Consulting

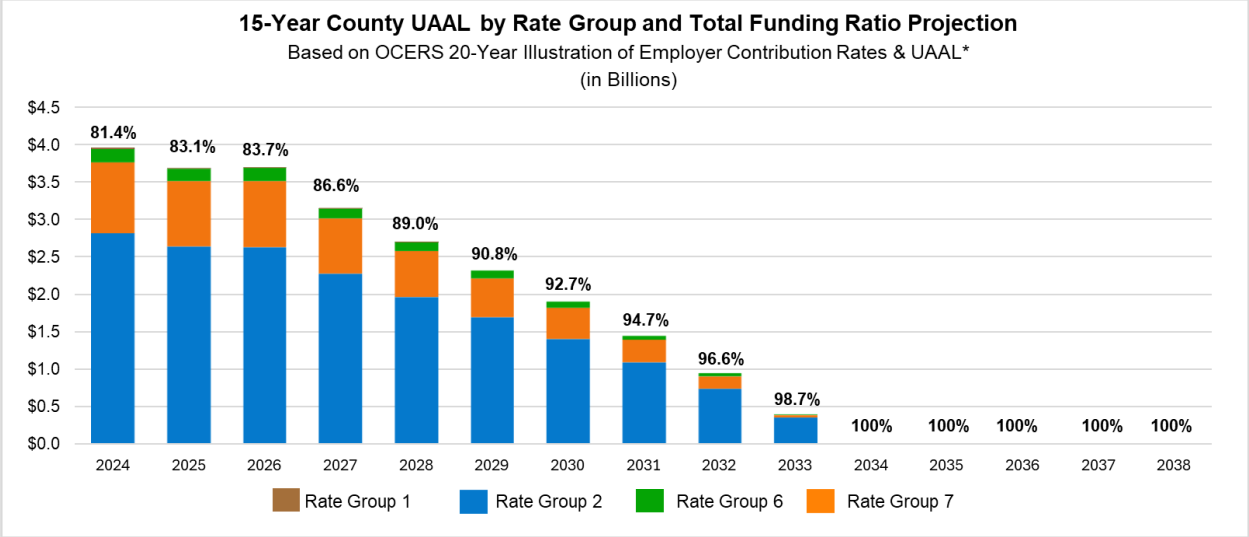
Rate Group	Rate Group Members	Retirement Formula (1)	December 31, 2024 Valuation UAAL (2)	December 31, 2024 Valuation Funding Ratio (2)	December 31, 2023 Valuation UAAL (2)	December 31, 2023 Valuation Funding Ratio (2)
1	American Federation of State, County and Municipal Employees (AFSCME) & Sheriff Deputy Trainees	1.67% @ 57	$ 16,356,000	96.40%	$ 16,024,000	96.30%
2	General Employees	2.7% @ 55	2,814,826,000	79.80%	2,847,129,000	78.50%
6	Probation	3.0% @ 50	183,068,000	85.00%	167,443,000	85.20%
7	Law Enforcement	3.0% @ 50	948,174,000	83.20%	913,315,000	82.60%
County Total			**$ 3,962,424,000**	**81.36%**	**$ 3,943,911,000**	**80.34%**
Portion Funded by General Fund General Purpose Revenues (3)			**$ 934,790,500**		**$ 930,423,028**	

(1) For informational purposes, the retirement plan formulas shown represent the largest employee group for each rate group.
(2) UAAL and current funding ratio data provided by OCERS.
(3) Based on FY 2025-26 Budget, an estimated 23.6% of the UAAL is funded by General Fund General Purpose Revenues.

*Results prepared by OCERS' actuary, Segal Consulting, based on the OCERS December 31, 2024 Actuarial Valuation.

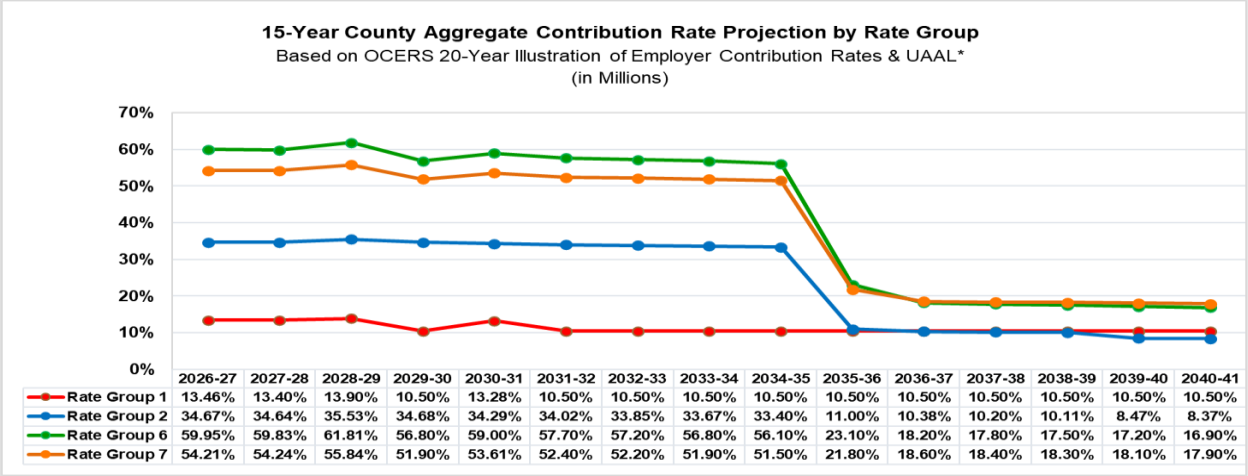
Annually, OCERS' actuary, Segal Consulting, prepares a 20-year projection of employer contribution rates and UAAL based on the latest actuarial valuation. Utilizing the information provided in the analysis with the following major assumptions, the table below illustrates the County's projected annual UAAL and funding ratio:

- Investment rate of return: 7% for all years
- Inflation rate: 2.50%
- COLA for Retirees: 2.75%
- Salary Increases: 3.00% is assumed for all years where negotiated salary increases are not included in existing MOU terms. This assumption varies from the 2023 SFP which includes salary increases consistent with existing MOU terms and 0% growth for Years 1 through 5 of the plan where applicable.



*Results prepared by OCERS' actuary, Segal Consulting, based on the OCERS December 31, 2024 Actuarial Valuation.

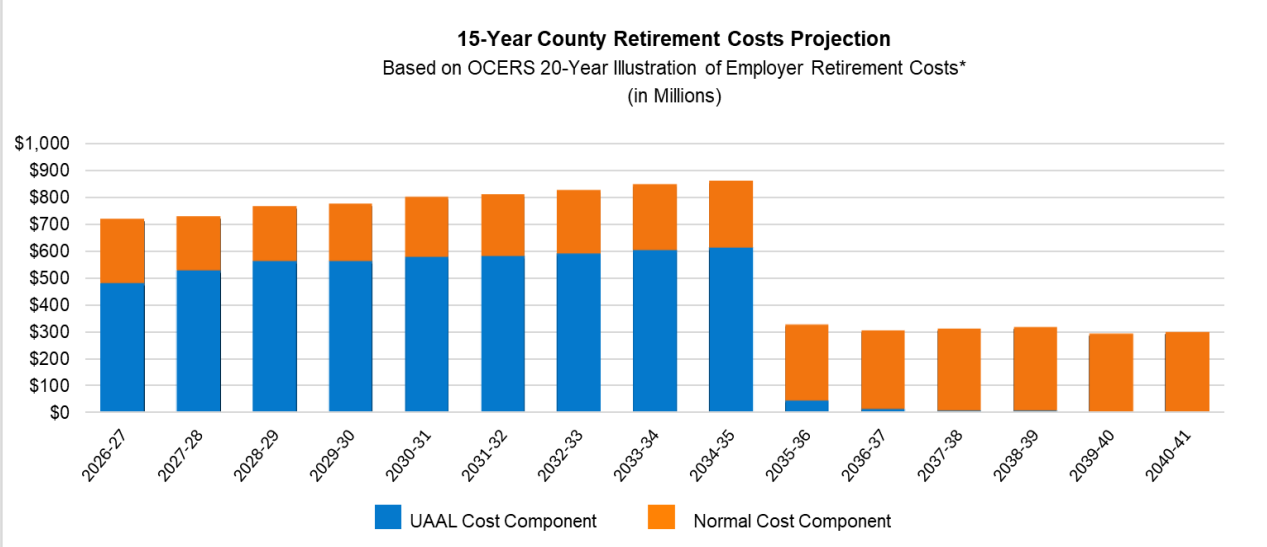
Demonstrated in the table above, the County has achieved a pension funding level above 81.4% in Valuation Year 2024 used for FY 2026-27 budgeted Retirement Rates, and will reach 100% in Valuation Year 2034, used for FY 2036-37 budgeted Retirement Rates. The table below provides the 15-year illustration for the County's projected aggregate retirement contribution rates for each of its four Rate Groups:



	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41
Rate Group 1	13.46%	13.40%	13.90%	10.50%	13.28%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%
Rate Group 2	34.67%	34.64%	35.53%	34.68%	34.29%	34.02%	33.85%	33.67%	33.40%	11.00%	10.38%	10.20%	10.11%	8.47%	8.37%
Rate Group 6	59.95%	59.83%	61.81%	56.80%	59.00%	57.70%	57.20%	56.80%	56.10%	23.10%	18.20%	17.80%	17.50%	17.20%	16.90%
Rate Group 7	54.21%	54.24%	55.84%	51.90%	53.61%	52.40%	52.20%	51.90%	51.50%	21.80%	18.60%	18.40%	18.30%	18.10%	17.90%

*Results prepared by OCERS' actuary, Segal Consulting, based on the OCERS December 31, 2024 Actuarial Valuation.

As shown in the table above, retirement contribution rates as a percentage of payroll are expected to rise slightly through FY 2028-29 and then steadily decline due to favorable investment returns (after smoothing), as discussed in the Retirement section above. After that period, rates are expected to stabilize until the UAAL is fully funded. After the UAAL is fully funded, which varies by Rate Group, retirement contribution rates will only include the Normal Cost Component. The table below presents the 15-year projected total cost of retirement, including a breakdown of retirement costs between the Normal and UAAL Cost Components:

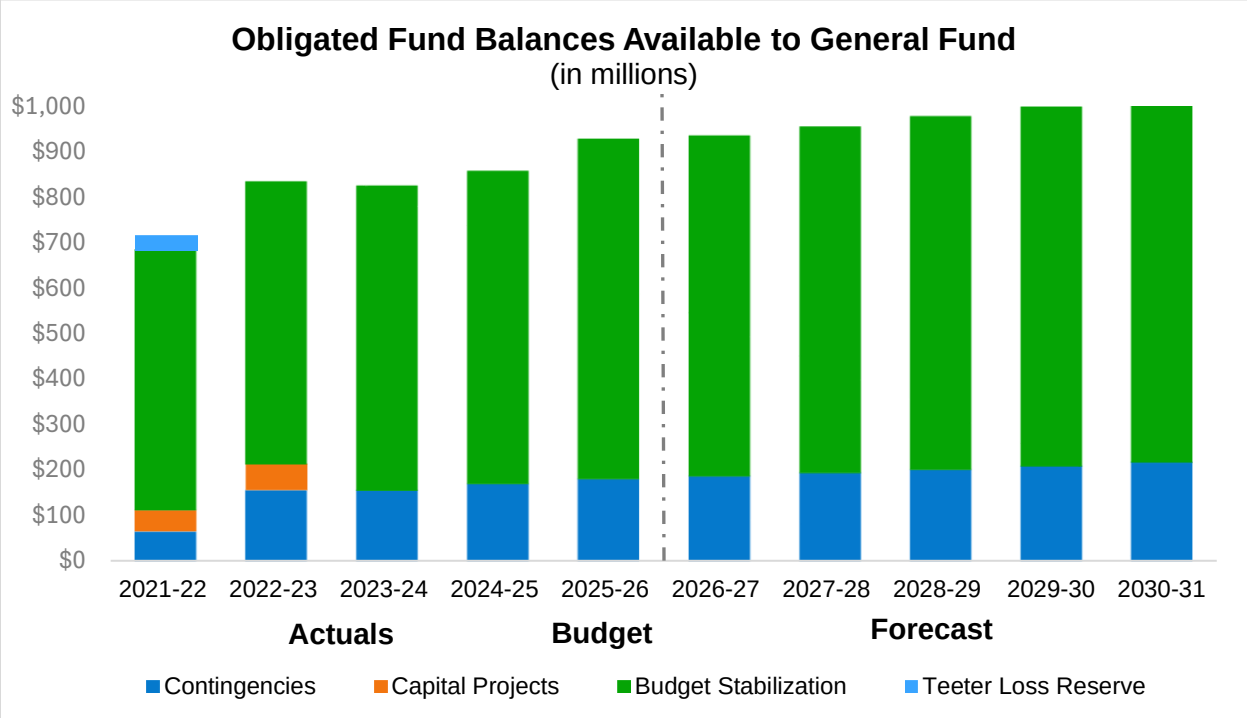


*Results prepared by OCERS' actuary, Segal Consulting, based on the OCERS December 31, 2024 Actuarial Valuation.

Due to the steps taken by OCERS and the County, the County is well on its way to achieving a significant level of funding for its pension obligations in 2026 and full funding by 2037 with no need to pursue an accelerated funding plan. The County will continue to focus on evaluating and pursuing other opportunities to build upon and improve the County's financial position by reducing long-term liabilities in other areas.

Obligated Fund Balances and Cash

The County maintains an established Reserves Policy (please see the *Reserves Policy* portion of this document) to mitigate cash flow impacts, maintain best debt ratings and positive borrowing position, and to provide liquidity in the event of a catastrophic event.



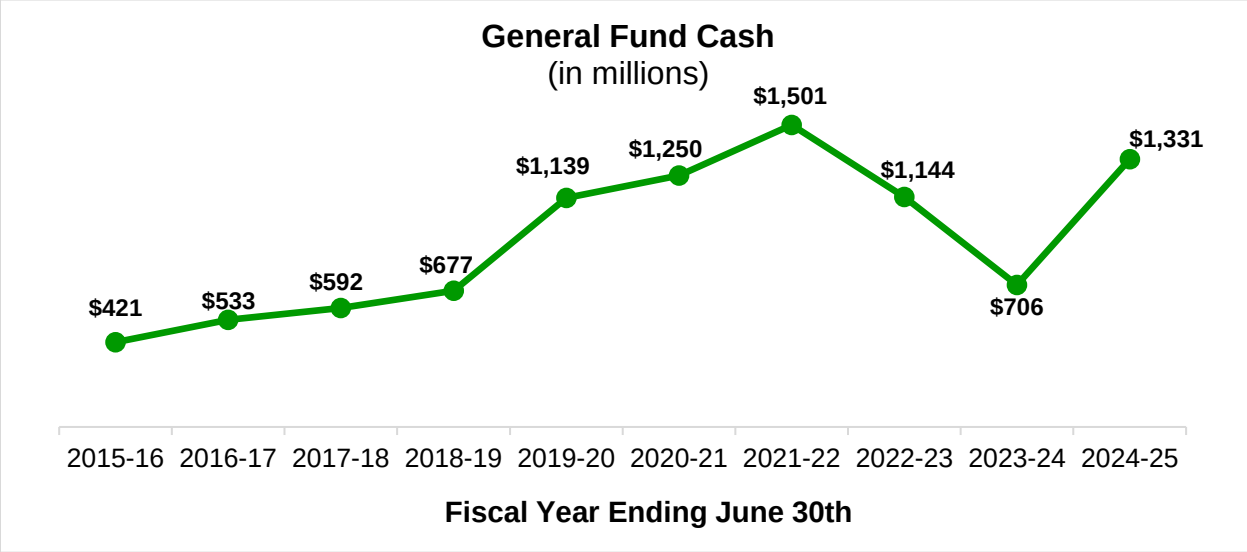
Note: Balances exclude accounts held by other authorities/agencies such as balances held by the OCERS.

During economic downturns, reserves have been used to reduce the severity of impacts to clients and departments. The County has been committed to building reserves back to a level that provides flexibility to maintain service levels and protects the County's cash position in order to meet its obligations. For FY 2025-26, the County met the GFOA recommended targets for the Budget Stabilization and Contingency Reserves.

Over the five years of the SFP, increases to the contingency and budget stabilization reserves are forecasted in order to maintain the GFOA recommended target reserve in

each of the SFP years. In accordance with Board Resolution 10-136, any excess Fund Balance Unassigned recorded at fiscal year-end is transferred to reserves by the Auditor-Controller during the year-end closing process.

The County is diligent in maintaining an adequate balance of General Fund cash to address timing variances that occur throughout the year between expense and revenue transactions. Based on the current cash management plan, it is anticipated that cash balances will remain stable throughout the financial planning period. The following chart reflects historical cash balances through June 30, 2025. The increase to cash from 2018 to 2019 is primarily due to increase in property tax revenues, realignment and public safety sales tax revenues and one-time SB90 revenue and interest payments from the State. The increase to cash from 2019 to 2022 is due to the receipt of one-time Coronavirus Aid, Relief, and Economic Security (CARES) Act and American Rescue Plan Act (ARPA) revenues. In 2025, the increase to the General Fund cash balance is primarily due to the redemption of the US Treasury Bonds purchased in lieu of the issuance of short-term Pension Obligation Bonds for the annual prepayment to OCERS. The proceeds were allocated to the Orange County Investment Pool.



Note: Cash balances are as of June 30 of each year as reported in the Annual Comprehensive Financial Report (ACFR). Cash balance for 2024-25 is preliminary as of October 31, 2025.

Key Initiatives

Key initiatives are established to guide the County in strategically allocating resources to address identified gaps in services or to develop programs that would enrich the lives of its residents. Key initiatives adopted by the County are consistent with the County's mission and are implemented through strategic planning, collaboration across

departments and community-based partners, and working in and with the community. Current key initiatives focus on integrating services within the County's systems of care, pursuing renewable energy and green technologies for sustainable infrastructure projects, and continuing fiscal management, strategic planning, and prudent allocation of resources.

Capital Improvement Plan (CIP):

The CIP aids the County in its assessment of the most effective use and development of capital assets while maintaining long-term financial stability. The assessment is an ongoing process influenced by many changing factors such as service needs, available resources resulting from changes in the economy, Board priorities, legal mandates, age and condition of existing buildings, and health and safety considerations. Economic conditions and competing priorities for General Funds influence how the County addresses capital spending. The County continues to use a portion of the modest growth in revenues to fund critical projects such as the development of a new County Emergency Operations Center.

Information Technology (IT) Plan:

The IT Plan serves as an assessment tool which provides a roadmap for future IT projects while maintaining long-term financial stability. The assessment is an ongoing process influenced by many changing factors such as service needs, available resources, Board priorities, legal mandates, age and condition of existing IT infrastructure, and considerations for changes in technology and IT data security. The County continues to use a portion of the modest growth in revenues to fund critical projects such as the implementation of a new Enterprise Resource Planning (ERP) system.

Strategic Priorities

One of the primary functions of the SFP is identification of major programmatic and infrastructure-related initiatives which are not currently addressed in the baseline operations of the County's departments, or which have high community awareness. These initiatives are referred to as Strategic Priorities and may include existing programs, new programs, program expansion, innovative partnerships with the community, new facilities, and major technology enhancements.

Strategies

It is essential that departments continue to review programs and operations to determine the best practices when sizing programs for future economic conditions and to ensure services to the community are maintained and performance goals are met within the boundaries of available resources. Departments and the County Executive Office are currently planning for the FY 2026-27 budget process with a goal of preserving the capacity to provide quality services to the community. Seeking opportunities for additional funding to maintain ongoing operations is essential to the process including efforts undertaken in development of the County's Legislative Platform.

Conclusion

The County's long-term commitment to a balanced budget and early action has proven successful in maintaining core services with minimum impact to service recipients. Through their commitment to fiscal prudence, the Board developed a vision for the County to address critical community, capital, and organizational needs while also allowing for accommodation of new fiscal challenges and opportunities as they arise.

An ongoing commitment to fiscal prudence will be required as the County attempts to balance the funding of identified needs and priorities and strives to provide high quality services and advance major initiatives. The combined efforts of the Board and County employees toward careful and responsible fiscal management will position the County to overcome new challenges as they arise, while continuing to fulfill the County's mission.

The Board will be apprised of the County's fiscal status on an ongoing basis via the annual and mid-year budget reporting processes and other methods, as appropriate. Carrying out vital services and assurance of responsible management requires that:

- Impacts continue to be evaluated and communicated timely;
- The County maintains disciplined financial management;
- Structural balance focused on values and core services continues to be a priority;
- The County remains committed to seeking creative alternatives and partnerships.

Coordinated efforts of the Board and the County employees make it possible to practice fiscal stewardship and to maintain government core services and priorities.

Economic Forecast

Introduction

This section discusses key economic indicators impacting the nation, state and Orange County including gross domestic product, consumer price index, personal income, employment, housing, and taxable sales. Potential impacts from significant changes in these economic indicators are considered as the County prepares its Strategic Financial Plan and annual Budget. The economic forecast is informed primarily by projections developed by Chapman University and University of California, Los Angeles (UCLA).

National Economy

According to the UCLA Anderson Fall 2025 Economic Forecast, the future of the economy is precarious due to a weakening labor market and rising inflation. If paired together it could lead to a potential recession or season of stagflation where inflation and unemployment remain modestly elevated. The main factors that drive these two potential scenarios include changes in monetary and fiscal policy and tariff rates. To appease ongoing political pressure and to combat the weakening labor market, the Federal Reserve is anticipated to continue reducing the Federal Funds rate by a series of 25 basis point in 2025 and 2026. The ever-changing tariff landscape continues to pose risk of trade disputes and potential illegality due to the Supreme Court ruling of International Emergency Economic Powers Act (IEEPA) which may require reimbursement of tariff revenues. Additionally, passage of the March 2025 budget reconciliation bill includes reduced funding for programs like Medicaid, SNAP and a repeal of the green investment subsidies and tax cuts that will add fiscal stimulus in 2026 and 2027.

A decline in the labor supply due to restrictive immigration policies and retiring baby boomers is weakening the labor market growth, causing the unemployment rate to peak at 4.6% in early 2026 and slowly recovering in the latter half of 2026 and 2027. Previously downward trending inflation has reversed course, and the Consumer Price Index (CPI) is anticipated to peak at 3.6% in early 2026 and will remain elevated above the 2.0% target into 2027. Despite the economic uncertainty, recovery is anticipated with growth in gross domestic product (GDP) in the latter half of 2026 and 2027 as monetary and fiscal stimulus are anticipated.

The following table provides forecasts of key national indices.

National Indices	2025	2026	2027	Annual Average	
				2028-2029	2030-2035
Real GDP	1.6%	1.1%	1.9%	1.8%	1.8%
CPI	2.7%	3.2%	2.9%	2.2%	2.2%
Unemployment Rate	4.2%	4.5%	4.4%	4.4%	4.4%

Sources: UCLA Anderson Fall 2025 Economic Forecast
Congressional Budget Office, The Budget and Economic Outlook: 2025 to 2035, January 2025

California Economy

Similar to the national economy, California may also experience a mild contraction in its economy, as noted in the UCLA Anderson Fall 2025 Economic Forecast. Income, production and employment are stagnating or contracting, resulting in the California economy growing at half the rate of the national economy. California's unemployment rate has consistently exceeded 5.0% over the past year and surpasses the national unemployment rate, with little signs of improvement until 2027. Housing affordability remains an issue due to higher interest rates, shortage of construction labor and increased costs of imported building materials. Recovery is anticipated in late 2026 and slight growth in 2027 due to anticipated resurgence in technology, durable goods manufacturing and construction.

Orange County Economy

Following the economic contractions at the federal and state level, the economic indicators for Orange County signify slight growth in real gross County product (County's equivalent of GDP), industrial production, and employment in 2025 and 2026, as noted in UCLA Anderson 2025 Regional Economic Outlook for Orange County. One notable trend is Orange County's contracting population due to the lack of available affordable housing, an issue shared by other counties in Southern California.

Two of the County's major funding sources are property and sales taxes, which commonly fluctuate with changes in the housing sector and taxable sales activity. Chapman University forecasts a decrease of 1.1% for the median price of all homes and a decrease of 0.6% in mortgage rates, both of which will positively impact housing affordability.

The following table provides trends in key local indices, followed by a discussion of the economic indicators.

Orange County Indices (Year-To-Year Changes)	**2021**	**2022**	**2023**	**2024**	**2025 Forecast**
Payroll Employment	3.6%	4.9%	0.9%	1.3%	0.8%
Total Personal Income	7.7%	2.9%	5.2%	3.7%	4.1%
Taxable Sales	22.6%	12.5%	(0.8%)	(2.1%)	0.2%
Residential Permits	30.1%	(17.4%)	66.3%	(20.3%)	12.9%
Existing Homes Price Index, Single-Family (Base Year = 2009)	16.4%	12.5%	4.8%	10.7%	(1.1%)

Source: Chapman University Economic & Business Review, December 2024

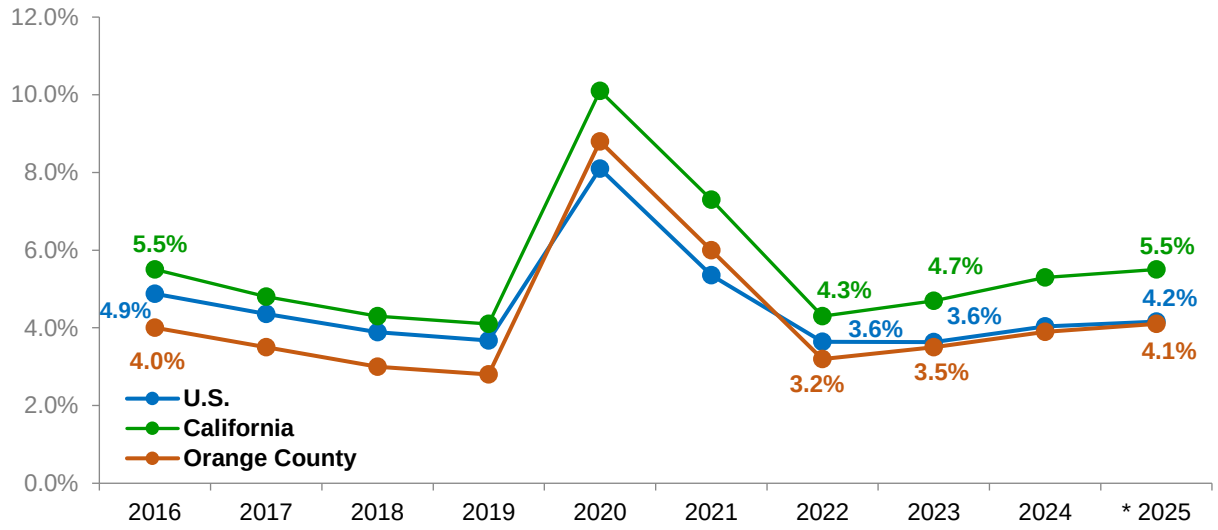
Employment – According to the California Employment Development Department, Orange County payroll employment increased by 0.3% from August 2024 to August 2025 with private education and health services sectors contributing the majority of the year-over-year nonfarm employment increase.

Orange County's unemployment rate was 4.6% in August 2025, slightly above the nation's 4.5%, but below the State's 5.8% and all surrounding Southern California counties. The following table provides key employment indices for Orange County and surrounding Southern California counties.

COMPARATIVE EMPLOYMENT STATISTICS			
County	**Total Labor Force**	**Total Employment**	**Unemployment Rate**
Los Angeles	5,127,500	4,802,800	6.3%
Orange	**1,651,500**	**1,576,200**	**4.6%**
Riverside	1,204,900	1,129,300	6.3%
San Bernardino	1,047,800	986,100	5.9%
San Diego	1,681,500	1,597,100	5.0%
Ventura	425,500	403,200	5.2%

Source: State of California Employment Development Department, September 19, 2025

Unemployment Rate
U.S., California, and Orange County



*Reflects 8-months average unemployment rate.

Sources: U.S. Bureau of Labor Statistics (National); State of California Employment Development Department (State and County); Annual average for the calendar year.

Housing – Chapman University projects an 11.9% increase in housing affordability from an index of 45.1 in 2024 to 50.5 in 2025, as the Orange County median home price and interest rates slightly decrease. The following table provides key housing indices and median household income for the Southern California region.

COMPARATIVE HOUSING STATISTICS					
	Median Sales Price (single family homes, as of August)			Unit Sales (single family homes, as of August)	Median Household Income
	2024	2025	% Change	% Change (from prior year)	Last 12 Months
Los Angeles County	$919,890	$930,720	1.2%	(12.3%)	$98,689
Orange County	**$1,400,000**	**$1,385,000**	**(1.1%)**	**1.4%**	**$126,455**
Riverside County	$618,940	$625,000	1.0%	(7.0%)	$100,392
San Bernardino County	$499,000	$503,030	0.8%	3.6%	$91,081
San Diego County	$1,010,000	$1,025,000	1.5%	(0.6%)	$121,069
Ventura County	$937,500	$965,000	(2.8%)	16.7%	$121,558

Sources: California Association of Realtors August Home Sales and Price Report; U.S. Census Bureau, 2023 American Community Survey SI901 ACS 1-Year Estimates of Median Household Income in past 12 months.

Taxable Sales – Taxable sales represent consumer spending for retail and online transactions that are subject to sales and use taxes. Taxable sales provide an indication of economic activity and contribute to County funding sources such as General Purpose Revenue sales taxes and General Fund department sources such as Public Safety Sales Tax and Realignment revenue. General Fund sales tax receipts typically trend with taxable sales. Taxable sales are forecasted to decrease by 0.2% in 2025.

Conclusion

The national, state, and local economies are expected to experience below trend growth towards the latter part of 2025, yet GDP growth in 2025 and 2026 is anticipated to slowly recover as inflation moderates compared to prior years and interest rates continue to decrease as forecasted by the UCLA Anderson. These economic impacts are taken into consideration in the SFP as the County forecasts its available sources and uses in the following five years. Additionally, the County continues monitoring the national and state budgets, including updates and prepare contingency plans to address any possible adverse funding impacts.

COUNTY OF ORANGE
CALIFORNIA

Revenue Forecast

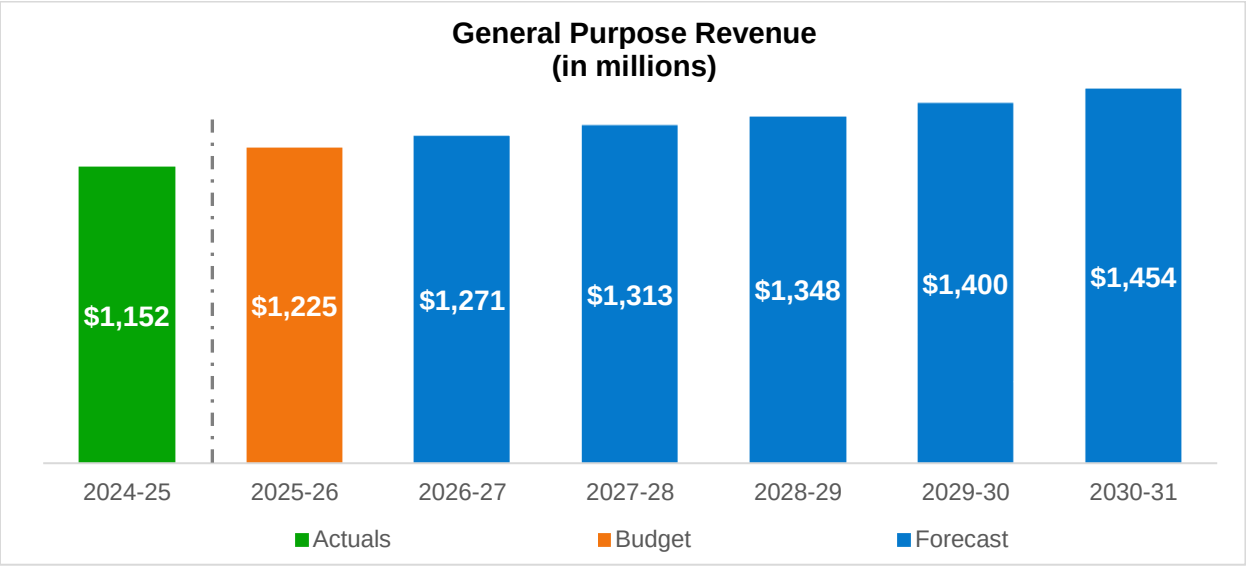
Introduction

The revenue forecast is a critical component of the Strategic Financial Plan (SFP). The forecast provides projections for General Purpose Revenue and other key General Fund revenue sources which comprise most of the funding for the 2025 SFP. County Executive Office and departments prepared the revenue projections using various tools and techniques, including institutional forecasts, national, state, and local economic indicators, trend analysis, and outside consultants. SFP projections for FY 2026-27 through FY 2030-31 are monitored closely and may be modified, if needed, during FY 2026-27 annual budget development process.

General Purpose Revenue (GPR) Forecast

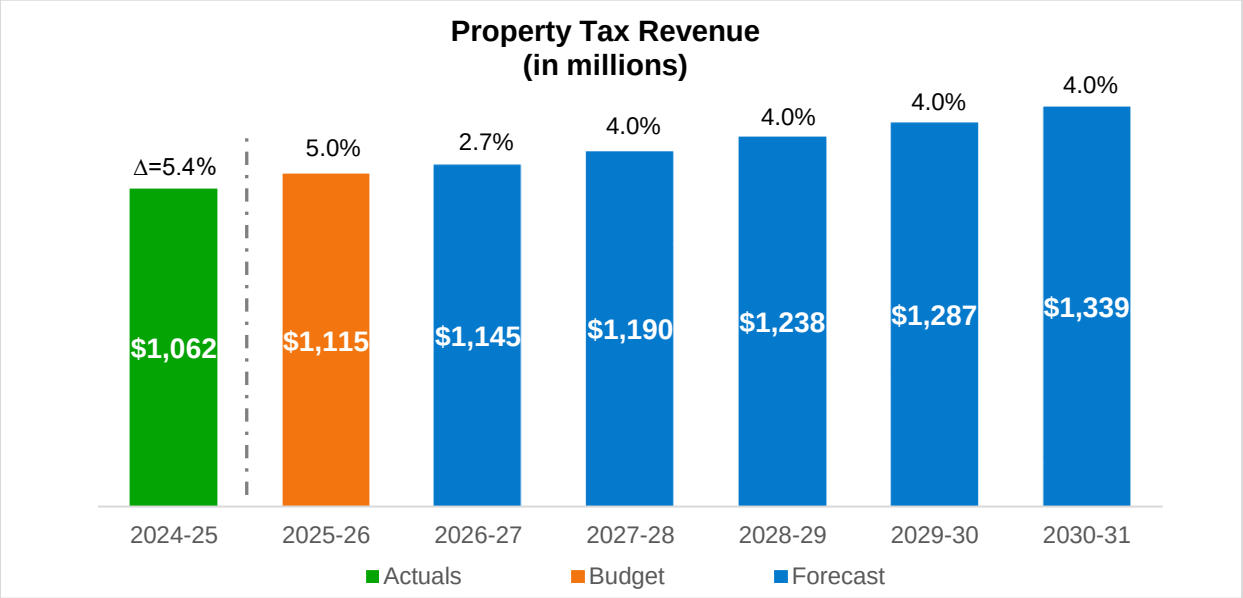
The County uses approximately 81% of GPR to meet its mandated services requirements that are not fulfilled by the state and federal governments such as match or maintenance of effort requirements for Community Services programs and operational expenses of the Public Protection and General Government Services departments.

The estimated GPR, excluding Fund Balance Unassigned (FBU – defined as funding carried over from the previous year) and use of General Fund reserves, is projected at $1.2 billion for FY 2025-26. Over the next five years, the ongoing revenue growth forecast, on average, is about 3.5% annually, and reaches $1.5 billion in FY 2030-31.



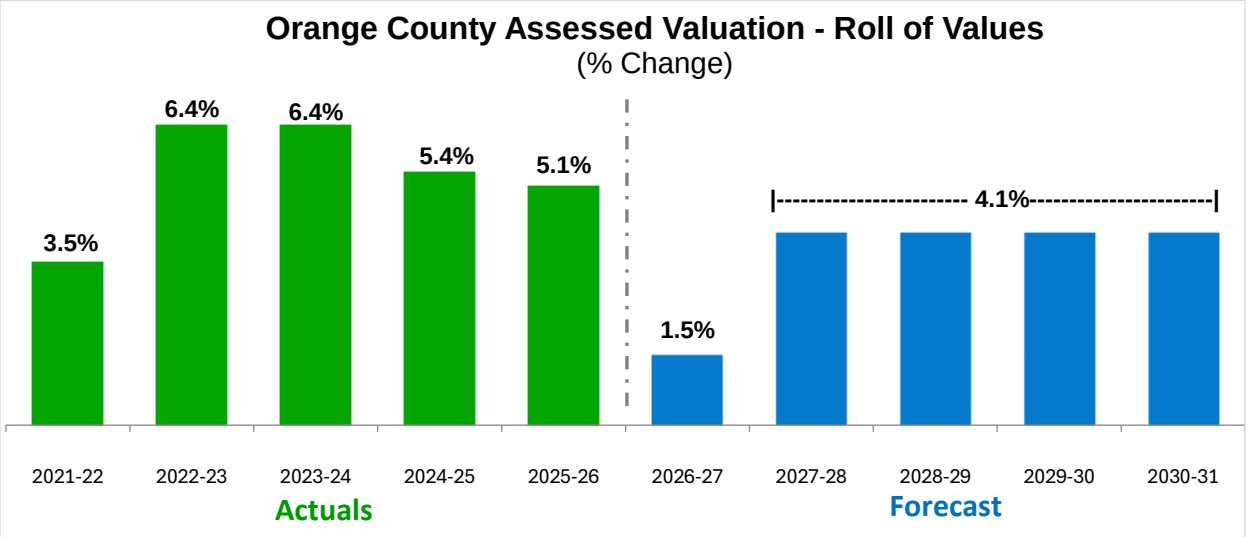
Forecasted GPR includes projections for a variety of revenue sources, with additional detail on the major categories listed below.

Property Taxes: This revenue source is the largest and most important source of GPR. As of November 2025, property taxes were forecasted to account for 91% of all GPR. Projections for FY 2026-27 through FY 2030-31 were developed early in the SFP process and factored the potential impacts of forecasted decreases in the federal funds rate and anticipated economic slowdown in 2026. The following chart illustrates the projected growth of property tax revenues over the forecasted period.



Note: The FY 2026-27 property tax growth is lower due to the agreement between the County and the City of Irvine for transfer of library services.

The following chart illustrates historical percentage changes in the Assessment Roll of Values based on the Orange County Assessor's annual press release. The chart also exhibits projected increases in the secured roll over the forecasted period.



The 2025 SFP property tax revenue projections were developed early in the SFP process and are modest as the economy is currently experiencing below trend growth in addition to the lower housing inventory and high interest rates that have impacted housing affordability. In FY 2025-26, the Assessed Roll of Values is 5.1% slightly lower when compared to last year. The Secured and Unsecured Rolls increased by 5.2% and 2.5%, respectively. The Assessed Roll of Values is potentially affected by new construction, the current commercial market climate, and economic impacts from unemployment, financing, and foreclosures.

Interest Income is earned on County funds invested in the County Treasury in compliance with criteria in the Investment Policy approved annually by the Board. Interest income is influenced by the Federal Open Market Committee (FOMC) short-term interest rate during each fiscal year. As of September 17, 2025, the FOMC lowered the short-term interest rate by 25 basis points, as well as lowered the federal funds rate to the current range of 4.00% to 4.25%. Growth in interest income will be impacted if the FOMC reduces short-term interest rates to the 2.00% target, with revenue projected to modestly increase from $41.8 million in FY 2026-27 to $47.4 million by FY 2030-31.

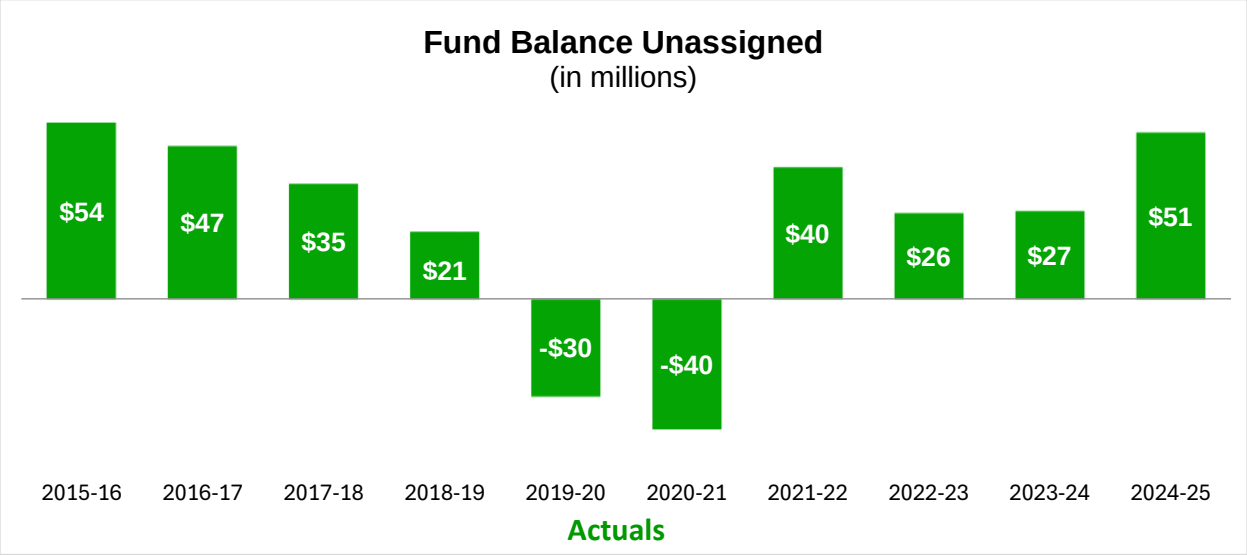
Property Tax Administration Fees relates to the recovery of the net costs incurred by County departments in the administration of property tax and administrative costs attributable to supplemental property taxes. Revenue ranges from $31.5 million to $34.1 million annually in the forecast period, averaging 2.7% of total Property Tax Revenue.

Other GPR Sources include transfers in from the Teeter Debt Service Fund (Teeter). In FY 2025-26, the County budgeted transfers in from the Teeter fund at $20.3 million. Over

the five years of the SFP, projections of annual transfers in from the Teeter Fund are $6.0 million per year. In addition, the County General Fund can draw from the OCERS Investment Account reserves toward the cost of retirement. The County is anticipating to draw $30 million from reserves in FY 2025-26, and an additional $20 million and $15 million in FY 2026-27 and FY 2027-28, respectively. However, actual use of the OCERS Investment Account reserves is determined annually and contingent upon earning sufficient investment returns, without impacting the principal balance.

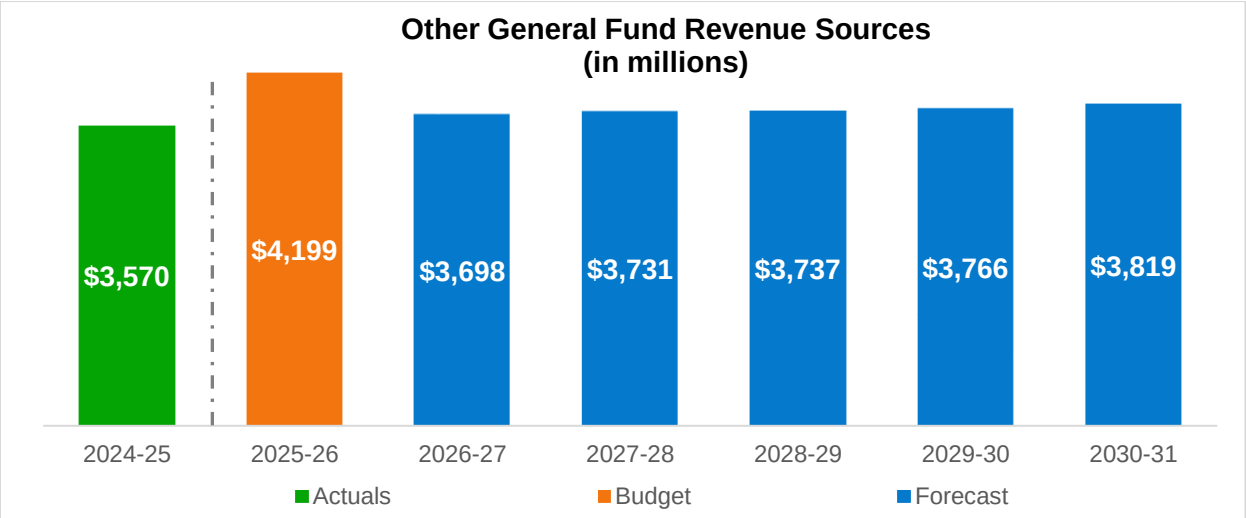
Fund Balance Unassigned (FBU) is the final component accounted for in the revenue projection for FY 2025-26. If expenditures occurred as planned in the annual budget, FBU would be zero. However, variances in projections of revenues and expenditures result in positive or negative balances recorded as increases or decreases to obligated fund balance. Since FY 2015-16 FBU balances have been on a downward trajectory falling from $54 million in FY 2015-16 to $21 million in FY 2018-19 as the cost of doing business increased and the County implemented its GPR-funded strategic priorities. In FY 2019-20 and FY 2020-21, due to revenue impacts associated with the COVID-19 pandemic FBU was a negative $30 million and $40 million respectively, necessitating a draw from contingency and budget stabilization reserves to balance the General Fund. In FY 2024-25, through responsible fiscal management, strategic planning and prudent allocation of resources, FBU closed with a positive balance of $51 million, which was transferred to the Budget Stabilization ($38 million) and Contingencies ($13 million) Reserves to meet the GFOA recommended targets for FY 2025-26.

Board policy requires any positive year-end General Fund FBU to be transferred to Obligated Fund Balance Assigned.



Other General Fund Revenue Sources Forecast

Departments have a variety of other revenue sources, such as intergovernmental revenues, charges for services, and other financing sources. These revenue sources are strategically utilized to maintain departments' current levels of service. Over the next five years, these revenue sources are forecasted at $3.7 billion in FY 2026-27 and reach $3.8 billion in FY 2030-31.



Note: Projections in this chart exclude GPR, as those details are included in GPR Forecast section above.

Intergovernmental Revenues are monies obtained from federal, state, and local governments and can include grants for specific functions, shared taxes, and contingent loans and advances. State and federal sources are estimated by departments based on established funding allocation formulas, caseload projections, and the latest state and federal budget information. Major County intergovernmental revenues include:

- **Realignment** revenue is a major and important revenue source for multiple County departments such as the Health Care Agency, Social Services Agency (SSA), OC Sheriff's Department (OCSD), OC District Attorney (OCDA), Probation and Public Defender. There have been three legislative acts whereby programs and services were realigned to the County with funding limited to those realigned services. The following provides a brief summary.
  - 1991 Health and Welfare Realignment – In FY 1991-92, the State approved the Health & Welfare Realignment Program which involved a shift of fiscal and programmatic responsibilities for many health and human services from the State

to counties. This shift was funded through a corresponding shift of new dedicated Sales Tax and Vehicle License Fee revenues.

- 2011 Realignment – Part of the FY 2011-12 Budget plan, the State enacted another major shift of fiscal and programmatic responsibilities for various criminal justice, mental health, and social services programs from the State to the counties. This shift was funded through a corresponding shift of existing state and local tax revenues.
- Juvenile Justice Realignment – Senate Bill (SB) 823, Juvenile Justice Realignment: Office of Youth and Community Restoration, enacted legislation that realigned responsibility for the youth formally eligible to serve commitments at the Department of Juvenile Justice to the counties' juvenile corrections systems to serve their custodial commitments within their home counties and undergo in-custody program/treatment and receive transitional/reentry services as ordered by the Juvenile Court.

Realignment revenue is purpose restricted to support and sustain State mandated programs, including In-Home Supportive Services (IHSS). IHSS is partially funded by Realignment revenue; however, due to increased caseload growth, IHSS costs have been increasing at a faster pace exceeding the Realignment revenue growth, resulting in higher Net County Cost contribution to support this program, which negatively impacts the delivery of other County mandated services. This revenue stream fluctuates with the economy, thus based on current trends, Realignment revenue is projected at $922 million in FY 2026-27 and forecasted to increase to $941 million by FY 2030-31.

- **The Public Safety Sales Tax (Proposition 172)** is a half-cent sales tax revenue and a significant revenue source for the OCDA and OCSD. The County's Public Safety Sales Tax revenue is distributed to OCDA (20%) and OCSD (80%) separately and is restricted for public safety uses. Forecasted Proposition 172 revenue takes into consideration the continued below trend growth in the economy. Based on current trends, Proposition 172 revenue is projected at $439 million in FY 2026-27. Over the next five years, the ongoing revenue growth forecast, on average, is about 2.5% annually, and reaches over $485 million in FY 2030-31.

- **Behavioral Health Services Act (BHSA)** – Proposition 1, Behavioral Health Services Program and Bond Measure, was voted into law on March 5, 2024 to modernize the Mental Health Services Act (MHSA) which placed a one percent tax on personal income above $1 million. MHSA was initially designed to provide a wide range of

prevention, early intervention, and treatment services, including the necessary infrastructure, technology, and enhancement of the mental health workforce to support it. Now renamed the Behavioral Health Services Act (BHSA), this legislation modernizes the MHSA categorical funding components, expands services to clients with substance use disorders, and focuses on homelessness, conservatorship and system-involved individuals. BHSA eliminates the innovation program component and mental health prevention services, and instead redirects funds to prioritize housing subsidies, intensive outpatient services, and competitive grants for supportive housing and treatment facilities for individuals, including veterans, experiencing or at risk of homelessness with behavioral health challenges. Based on current trends, BHSA revenue is projected to increase by 2.4% annually, with anticipated receipts of $262 million in FY 2026-27 and increases to $270 million in the last four years of the SFP.

The following table illustrates the Realignment, Proposition 172, and BHSA forecast for the five years of the SFP.

In millions

	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Realignment	$ 922	$ 921	$ 926	$ 933	$ 941
Proposition 172	439	450	461	473	485
BHSA (previously MHSA)	262	270	270	270	270

Charges for Services include revenues received for contract law enforcement services and County-provided services, such as mental health, institutional care, health fees, road and street, and sanitation. Fees and charges recover the cost of services provided and ensure services continue in the future. Charges for services are projected at $738 million in FY 2026-27. Over the next five years, the ongoing charges for services revenue growth forecast, on average, is about 1.5% annually, and increases to $778 million in year five of the SFP.

The Charges for Services category also includes:

- **Opioid Abatement Funds** – The County is scheduled to receive an estimated $10 million annually for 18 years (range of 1-18 years) for various nationwide settlements from Opioid manufacturers, distributors and other entities. The Opioid remediation funds must be used towards various abatement strategies including prevention, education, and intervention by leveraging current systems and infrastructure for maximum benefit for the community. These strategies meet the Opioid Use Disorder

and opioid overdose needs of Orange County by focusing on the most critical issues such as education, prevention, perinatal interventions and community awareness campaigns by leveraging current resources for mental health and recovery services and from community coalitions. Based on provided Opioid settlement payment schedules, Opioid revenue is projected at $10 to $11 million each year of the SFP.

Other Financing Sources consist of transfers between County funds and long-term debt proceeds, both of which can vary significantly annually depending on departmental funding needs, particularly related to capital projects and debt service. Other financing sources are projected at $452 million in FY 2026-27 and slightly decreases to $423 million in year five.

Conclusion

Due to national, state, and local economic conditions, moderate growth in both GPR and other General Fund revenue sources is anticipated in the current fiscal year and over the five years of the SFP. Impacts and changes to revenue growth are continuously monitored, and revenue projections may be modified accordingly during the FY 2026-27 annual budget development process.

Plan Summary

The Strategic Financial Plan Summary provides a high-level overview of forecasted sources and uses of funding supporting general County operations and obligations. Sources of funding include Fund Balance Unassigned and General Purpose Revenue (GPR) (discussed in detail in the *Revenue Forecast* section of this document). The Fund Balance Unassigned projection is zero in each of the five years of the SFP.

The Planned Use of Reserves portion of the summary indicates reserve draws for the purpose and use of covering unanticipated and severe economic downturns, major emergencies, or catastrophes that cannot be covered with existing appropriations; the use of Reserves is for one-time needs. The Planned Increases to Reserves section of the summary indicates increases to reserves anticipated over the five Plan years required to meet target amounts.

Net County Cost (NCC) Limits, established at the beginning of the Strategic Financial Plan process, are set for ongoing baseline operations (current levels of service). NCC Limit growth is 0% for all five Plan years (FY 2026-27 through FY 2030-31) and increases will be strategically allocated based on need and the County's priorities, rather than as a percentage of base limits.

The reported variance is the result of total sources, including GPR, transfers in and draws from reserves; minus total uses, including increase to reserves, NCC baseline requests, expand, capital improvement, information technology and strategic priority requests from departments, in each of the five Plan years. Departments submit NCC baseline requests which is the projected funding required to maintain current service levels. The NCC baseline request includes established NCC Limit plus additional NCC required to maintain current operations and staffing levels. Furthermore, the variance between total sources and the NCC baseline request demonstrates either overages or shortfalls in funding availability for departmental operations.

Expand level of service requests include additions of new positions or programs, or higher service levels with funding requirements of less than $1 million in any one year of the SFP. Capital Improvement Plan (CIP) requests are for projects not currently addressed through the Countywide Capital Projects Fund and department funded projects. Information Technology (IT) Plan requests are for significant IT projects costing more than $150,000 over the five-year financial planning period, not currently included in the Countywide IT Projects Fund. Strategic Priority funding requests are for major initiatives,

both programmatic and infrastructure related, not currently addressed in the baseline operations of the County departments, or which have high community awareness, and exceed $1 million in any one year of the SFP. The Key Initiatives, Projects and Strategic Priorities section of this Plan include further discussion and detail.

COUNTY OF ORANGE
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2025 STRATEGIC FINANCIAL PLAN SUMMARY
Forecasted Sources and Uses

	Final FY 2024-25	Adopted FY 2025-26	Projected FY 2025-26	FY 2026-27
SOURCES ($ Millions)				
Fund Balance Unassigned (FBU) Beginning	$0.0	$0.0	$0.0	$0.0
General Purpose Revenues (GPR)				
Property Taxes (2.7%, 4.0%, 4.0%, 4.0%, 4.0%)	1,061.8	1,115.3	1,126.4	1,144.8
Sales & Other Taxes (0.7%, 0.8%, 0.9%, 0.7%, 0.7%)	17.3	17.6	17.7	17.8
Motor Vehicle License Fees	4.2	3.4	4.1	3.4
Property Tax Administration	26.0	25.2	30.9	31.5
Franchises and Rents	2.4	2.5	2.7	2.7
Interest (3.5%, 3.2%, 3.2%, 3.2%, 3.2%)	35.2	39.0	40.4	41.8
Miscellaneous	4.9	2.2	2.7	2.7
Subtotal - GPR before Transfers In	***$1,151.8***	***$1,205.2***	***$1,224.9***	***$1,244.7***
Transfers In	0.0	20.3	20.3	6.0
Use of OCERS (2)	0.0	0.0	0.0	20.0
Total GPR (excluding FBU/Use of Reserves)	**$1,151.8**	**$1,225.5**	**$1,245.2**	**$1,270.7**
Planned Use of Reserves				
Reserve for Capital Projects (9744)	0.0	0.0	0.0	0.0
Total Planned Use of Reserves	**$0.0**	**$0.0**	**$0.0**	**$0.0**
GRAND TOTAL - SOURCES (Total GPR Plus Planned Use of Reserves)	**$1,151.8**	**$1,225.5**	**$1,245.2**	**$1,270.7**
Planned Increases to Reserves				
Catastrophic Event Contingencies (9741) (1)	12.5	0.0	12.8	5.9
Reserve for Budget Stabilization (9745) (1)	14.3	0.0	38.0	0.5
Total Planned Increases to Reserves	**$26.8**	**$0.0**	**$50.8**	**$6.4**
USES ($ Millions)				
NCC Limits [0%, 0%, 0%, 0%, 0%]	**$1,124.6**	**$1,225.5**	**$1,225.5**	**$1,195.7**
Additional NCC Requests to Maintain Levels of Service				114.6
Net Baseline Uses (NCC Limits Plus Planned Increases to Reserves & Additional NCC Requests)				**$1,316.7**
Variance Including Additional NCC Requests				(46.0)
Cumulative Variance				(46.0)
Expand Level of Service Requests				20.7
Capital Improvement Plan (CIP) Requests				54.8
Information Technology (IT) Plan Requests				20.6
Strategic Priority Requests				4.2
Total Expand, CIP, IT & Strategic Priority Requests				**$100.3**
GRAND TOTAL - USES (Net Baseline Uses Plus Expand, CIP, IT & Strategic Priority Requests)				**$1,416.9**
Variance: Grand Total Sources Less Grand Total Uses				(146.4)
Cumulative Variance				(146.4)

Notes:

(1) The County will continue to strategically increase the Budget Stabilization & Contingencies Reserves to maintain the GFOA recommended target in all five years of the Plan. The County anticipates using General Purpose Revenue growth to increase reserves.

(2) FY 2025-26 includes use of $30 million in OCERS reserves, budgeted in Miscellaneous Fund, Budget Control 004 rather than with the General Purpose Revenue.

2025 STRATEGIC FINANCIAL PLAN SUMMARY
Forecasted Sources and Uses

FIVE-YEAR FORECAST				
FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	
				SOURCES ($ Millions)
$0.0	$0.0	$0.0	$0.0	**Fund Balance Unassigned (FBU)**
				General Purpose Revenues (GPR)
1,190.4	1,237.9	1,287.4	1,339.1	Property Taxes (2.7%, 4.0%, 4.0%, 4.0%, 4.0%)
17.9	18.1	18.2	18.3	Sales & Other Taxes (0.7%, 0.8%, 0.9%, 0.7%, 0.7%)
3.4	3.4	3.4	3.4	Motor Vehicle License Fees
32.2	32.8	33.5	34.1	Property Tax Administration
2.7	2.7	2.7	2.7	Franchises and Rents
43.1	44.5	45.9	47.4	Interest (3.5%, 3.2%, 3.2%, 3.2%, 3.2%)
2.7	2.7	2.7	2.7	Miscellaneous
$1,292.4	***$1,342.1***	***$1,393.8***	***$1,447.7***	***Subtotal - GPR before Transfers In***
6.0	6.0	6.0	6.0	Transfers In
15.0	0.0	0.0	0.0	Use of OCERS (2)
$1,313.4	**$1,348.2**	**$1,399.8**	**$1,453.7**	**Total GPR (excluding FBU/Use of Reserves)**
				Planned Use of Reserves
0.0	0.0	0.0	0.0	Reserve for Capital Projects (9744)
$0.0	**$0.0**	**$0.0**	**$0.0**	**Total Planned Use of Reserves**
$1,313.4	**$1,348.2**	**$1,399.8**	**$1,453.7**	**GRAND TOTAL - SOURCES (Total GPR Plus Planned Use of Reserves)**
				Planned Increases to Reserves
7.2	7.5	7.8	8.1	Catastrophic Event Contingencies (9741) (1)
12.8	15.1	13.5	17.3	Reserve for Budget Stabilization (9745) (1)
$20.0	**$22.6**	**$21.3**	**$25.4**	**Total Planned Increases to Reserves**
				USES ($ Millions)
$1,196.5	**$1,197.3**	**$1,198.2**	**$1,199.0**	**NCC Limits [0%, 0%, 0%, 0%, 0%]**
149.4	170.4	176.0	184.9	Additional NCC Requests to Maintain Levels of Service
$1,365.9	**$1,390.3**	**$1,395.5**	**$1,409.3**	**Net Baseline Uses (NCC Limits Plus Planned Increases to Reserves & Additional NCC Requests)**
(52.6)	(42.1)	4.3	44.4	Variance Including Additional NCC Requests
(98.6)	(140.7)	(136.4)	(92.0)	Cumulative Variance
23.2	24.4	25.0	25.9	Expand Level of Service Requests
38.8	32.9	35.0	21.4	Capital Improvement Plan (CIP) Requests
29.2	7.8	2.5	2.5	Information Technology (IT) Plan Requests
2.0	2.0	2.1	2.1	Strategic Priority Requests
$93.2	**$67.1**	**$64.6**	**$51.9**	**Total Expand, CIP, IT & Strategic Priority Requests**
$1,459.1	**$1,457.4**	**$1,460.1**	**$1,461.1**	**GRAND TOTAL - USES (Net Baseline Uses Plus Expand, CIP, IT & Strategic Priority Requests)**
(145.9)	(109.2)	(60.3)	(7.5)	Variance: Grand Total Sources Less Grand Total Uses
(292.3)	(401.5)	(461.8)	(469.3)	Cumulative Variance

COUNTY OF ORANGE
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Financial Plans, Policies and Oversight

Introduction

The County maintains a number of financial plans, policies and oversight tools to strengthen its internal controls. These tools continue to be refined and are embedded in the County's robust financial management processes. The following provides a brief description of these tools.

Plans

Strategic Financial Plan (SFP)

The annual strategic financial planning process includes a five-year revenue and expense forecast as well as identification of strategic priorities and emerging initiatives. This process provides a framework for testing budget assumptions and aligning available resources with operating requirements. In testing assumptions, the SFP serves as the basis for the development of the upcoming fiscal year budget. Additionally, the SFP includes capital and information technology (IT) project proposals facilitating early evaluation of project viability and economic feasibility. Finally, a five-year forecast for strategic priorities is used in the SFP to assess the County's ability to fund new programs, initiatives, and priorities requiring more than one million dollars in any one year of the SFP.

Capital Improvement Plan (CIP)

The County and its departments develop the following capital improvement plans:

- The SFP Capital Improvement Plan is developed each year with a five-year projection of capital needs for projects anticipated to be funded by the General Fund or departmental revenues as well as those for which funding has not yet been identified. Projects identified with funding from the General Fund are reported in a summary format. Department-funded projects and those with funding to be determined are summarized using tables with brief descriptions. The *Capital Improvement Plan* section of the SFP includes requests from all departments.
- OC Public Works in collaboration with John Wayne Airport (JWA) and OC Community Resources, develops a Seven-Year CIP for OC Road, OC Flood, OC Parks, OC Public Libraries, OC Animal Care and JWA projects in preparation of the upcoming fiscal year's budget. Inclusion of a project in the CIP indicates the County's plan to develop and construct the project. However, implementation is always subject to funding and resource availability. The plan is presented to the Board for approval.

Information Technology Plan

The County compiles a five-year Information Technology (IT) Plan of significant IT projects as part of the SFP. The projects include both those requesting General Funds as well as proposed projects funded by non-General Fund sources. This document is updated annually with the SFP to reflect the changing needs and fiscal outlook of the County.

Policies

In addition to the following formal policies, the County exercises a "No Backfill" policy with regard to programs funded by specific grants or by the state or federal government sources. These programs are sized to the level of funding available unless a Maintenance of Effort requirement exists.

Budget Development Policies

The Annual Budget includes a description of budget policies and guidelines used by all departments in developing their budgets. Chief among the requirements is consistency with the SFP as well as uniform projections of salaries and benefits.

Debt Management Policy

The County's Debt Management Policy provides guidance for the issuance of bonds and other forms of indebtedness to finance capital improvements, acquire equipment, improve cash flow, and meet other identified needs. The Board approved the initial Debt Management Policy on December 6, 2016, as included in the 2016 SFP. The Board approved the amended Debt Management Policy on June 4, 2019, to include updated industry best practices. Each year, the County Budget and Finance office reviews the policy and includes the latest version in the presentation of the SFP to the Board.

Funding Allocation Policy and Process (FAPP) for Distributing Federal Housing and Community Development Funds

The FAPP outlines the methods used by the Urban County Program to distribute federal and local funds to applicants that request funding for housing and community development activities benefitting low and moderate-income communities and individuals. The Board approves the FAPP on an annual basis.

Information Technology Governance Policy

Central to the IT Policy is a governance structure that includes CEO advisory committees representing end users, technology experts, and department heads. The governance policy addresses IT issues impacting the public, staff, and investments. IT investments in excess of $150,000 annually are subject to review through the IT governance process.

The policy fosters quality, innovative, fiscally responsible, and secure IT solutions that support the County's business needs as a whole, now and into the future.

Orange County Investment Policy

Each calendar year, the Board approves the Orange County Investment Policy which provides the structure for prudent investments and may delegate the authority for investing public funds held in the County Treasury.

Pension Funding

The County participates in the Orange County Employees Retirement System (OCERS) and is committed to contributing the full Annual Required Contribution (ARC) for retirement to OCERS. The full payment is considered mandatory when developing the County's annual SFP and budget. The OCERS Board has established policies related to administration of the retirement system found at https://www.ocers.org/board-charters-and-policies.

Position Policy

The Position Policy, established in 2016, provides guidance to departments seeking to add new positions, fill vacancies, as well as establishes conditions under which aged vacant positions will be deleted. In addition, the Board approved a Vacant Position Policy effective July 1, 2018 to establish a standard protocol for managing vacant positions not filled within a reasonable period of time. Positions vacant for more than twelve months, or eighteen months in the case of public protection positions, are subject to being automatically deleted. The Position Policy was amended on November 9, 2023 to address all positions vacant for 24 months or more which are subject to deletion regardless of funding sources or planned recruitment or reallocation status.

Reserves Policy

The County's General Fund Reserves Policy provides guidance in the creation, maintenance, and use of reserves. The policy covers formal and informal reserves and includes provisions for reserves such as appropriations for contingencies, reserve-like appropriations, and reserve-like funds held by others such as the OCERS Investment Account. The policy also recognizes whether funds are legally required or discretionary or have special restrictions. The County's Reserves Policy is presented annually to the Board in the SFP.

Oversight

Audit Oversight Committee

In 1995, the Board established the Audit Oversight Committee (AOC) as an advisory committee to the Board on issues related to the County's Internal Audit function and the County's external audit coverage including financial statements and federal and state audits. The AOC assists the Board in ensuring the independence of the Internal Audit functions, reviews and recommends approval of the Internal Audit Department's Annual Audit Plan, reviews internal audit reports, and guarantees that corrective action is taken on audit findings.

Public Financing Advisory Committee

The Board established the Public Financing Advisory Committee (PFAC) in 1996. The purview of PFAC includes review and recommendation of all proposed public financings, and selection of financing professionals engaged in public financings.

Investment Oversight Committee

On March 11, 2025, the Board adopted resolutions rescinding Resolution Nos. 95-946, 16-014 and 20-087, dissolving the Treasury Oversight Committee and adopted resolution No. 25-028, establishing the Investment Oversight Committee (IOC). The IOC is responsible for reviewing investment policies approved by the Board that govern the investment of funds deposited in the County Treasury and oversee the County's compliance with the Board-approved Investment Policy. Additionally, the IOC receives all reports concerning the investment of funds deposited in the County Treasury. The IOC is composed of the members of the AOC and the County Superintendent of Schools, or their designee.

Reserves Policy

Obligated Fund Balances and Reserves Available to the General Fund

Introduction

The General Fund Reserves Policy provides guidance in the creation, maintenance and use of reserves. The policy covers formal and informal reserves and includes provisions for reserves such as appropriations for contingencies, reserve-like appropriations, and reserve-like funds held by others such as the Orange County Employees Retirement System (OCERS) Investment Account. The policy also recognizes whether funds are legally required or discretionary or have special restrictions.

Maintaining healthy reserve balances is critical in order to respond to unanticipated crises, events or budget shortfalls. Temporary utilization of fund balance or reserves can aid departments in offsetting decreases in revenue growth, funding reductions from various sources, and accommodating increased costs of doing business.

The General Fund Reserves policy strategy is to provide flexibility to the County and offer:

- Resources to address unanticipated or cyclical economic conditions.
- Resources for emergencies and/or catastrophic events.
- Mitigation of the volatility of revenues and expenditures in managing temporary cash flow shortages.
- Capacity to cover unexpected large one-time expenses and opportunities.
- Capacity to fund capital investments.
- Capacity to minimize borrowing costs.
- Capacity to provide some level of protection against statutory changes to County revenues and impacts from federal and state actions.

Reserve Targets and Descriptions

Under Government Finance Officers Association's (GFOA) recommended practice, the County establishes an overall reserve target and allocates the calculated target among the classes of obligated fund balances as appropriate. Maintaining the GFOA targets is the highest priority; however, the County may fund more or less to each reserve class, for a variety of reasons such as current financial conditions, the need to set aside for particular goals or directives, or the need to bridge one-time gaps. The goal is to ensure regular maintenance and replenishment of a prudent reserve balance.

The County has a variety of reserve funds available to both the General Fund and Non-General Funds including:

- Fund Balance Assigned for Budget Stabilization – This reserve, established through the mid-year budget report process, ensures prudent reserve levels are maintained and replenished on a regular basis. In implementing the GFOA's best practice, the County elected to establish a funding target based upon two months of General Fund operating revenues to lessen current and future risks such as revenue shortfalls and unexpected expenditures. The current year target is set at two months (approximately 17%) of General Fund operating revenues as budgeted in FY 2025-26.

General Fund Budgeted Revenues FY 2025-26	$ 5,516,570,313
Less: One-Time/Non-Operating Items	(1,028,419,724)
Net FY 2025-26 Operating Revenues	4,488,150,589
Target – 2 Months General Fund Operating Revenues	$ 748,025,098

- Fund Balance Assigned for Contingencies – This reserve was established through the Strategic Financial Plan process for the purpose and use of covering unanticipated and severe economic downturns, major emergencies, or catastrophes that cannot be covered with existing appropriations. The target for this reserve is 15% of ongoing annual General Purpose Revenues.

- Reserve-like Appropriations – These are informal reserve amounts annually appropriated in the budget such as the Miscellaneous Contingency Reserve and Annual Leave Payouts.

- Reserve-like Funds – The reserve held by the OCERS on behalf of the County and established with the proceeds of the 1994 Pension Obligation Bonds is an example of a reserve-like fund. The purpose and use of this account includes the offset of County retirement expenses and reducing the County's share of the retirement system unfunded liability. Use of this account to offset the County's retirement expenses may free up existing or future General Fund resources for other purposes.

- Department Type Reserves – These are restricted reserves set aside in Non-General Funds for specific purposes. Department type reserves are limited to the purpose and use for which the Non-General Fund was established.

The County has provided for General Fund Obligated Fund Balances, developing specific targets for each reserve type based upon recommendations by GFOA and best practices based upon review of reserve policies implemented by other local governments. The County's policy follows GFOA's current recommendation, which states that, "at a minimum, general-purpose governments, regardless of size, maintain unrestricted fund balance in their General Fund of no less than two months of regular General Fund operating revenues or regular General Fund operating expenditures."

The following table summarizes the current reserves by classification. Due to strategic and prudent allocation of one-time funding and sources, the Budget Stabilization Reserve for FY 2025-26 met the GFOA recommended target of $748,025,098. Going forward, as General Fund budgeted revenues are expected to modestly increase over the five years of the SFP, the goal is to adjust the Budget Stabilization and Contingencies Reserves in each year to maintain the GFOA recommended target amounts. Adjustments to maintain the targets could be achieved by allocation of General Purpose Revenue growth, allocation of one-time funding and sources, re-allocation of specific-use reserve balances, or any combination of the three. The 2025 SFP assumes use of General Purpose Revenue growth each year to meet the target amounts.

Reserve Classifications	Balance at 6/30/2025	Changes		Projected Balance at 6/30/2026
		Actual	Projected	
Reserve for Budget Stabilization [Goal = 2 months of General Fund Operating Revenues = $748M]	$ 710,038,279	$ 38,025,850	$ -	$ 748,064,129
Catastrophic Event Contingencies [Goal = 15% of General Purpose Revenue = $181M]	167,964,674	12,819,734	-	180,784,408
Assigned (9740)	50,845,584	(50,845,584)	-	-
Grand Total - General Fund Total Reserves	**$ 928,848,537**	**$ -**	**$ -**	**$ 928,848,537**

All the aforementioned reserves customarily are modified at the time of budget adoption (Government Code Section 29085) or at fiscal year-end (in accordance with GASB 54 requirements). Changes to reserve amounts at other times require a 4/5 vote of the Board in order to make such reserves available for appropriation to spend, if needed, during the fiscal year (Government Code Section 29130).

The Board granted the County Executive Office approval to implement GFOA best practice for funding reserves and to continue reviewing the management of those reserve funds. Regular monitoring of reserves ensures effective control and consolidation of resources, if appropriate, while maintaining proper designations and flexibility. There is no request to change the existing reserve policy with this Strategic Financial Plan.

An alternate approach used by some credit rating agencies is to evaluate the County's available fund balance as a ratio of the General Fund's assigned and unassigned fund balances (from the County's Annual Comprehensive Financial Report [ACFR]) as a percentage of total expenditures. A threshold of 15% of expenditures or greater is considered strong. On a Generally Accepted Accounting Principles (GAAP) basis, the County's percentage in FY 2022-23 and FY 2023-24 was 42% and 29% of expenditures, respectively, and the preliminary percentage for FY 2024-25 is 29%. The following table demonstrates the available fund balance for FYs 2022-23, 2023-24 and 2024-25 (preliminary):

Amounts in thousands

	2022-23 ACFR [1]	2023-24 ACFR [1]	2024-25 Prelim ACFR [1]
Fund Balance			
Non-Spendable	$ 2,175	$ 4,529	$ 2,324
Restricted	284,714	217,922	184,685
Assigned	653,241	160,213	31,447
Unassigned	772,383	905,908	1,212,740
Total Fund Balances	$ 1,712,513	$ 1,288,572	$ 1,431,196
General Fund Expenditures	$ 4,074,355	$ 4,429,523	$ 4,855,154
Calculated %	42%	29%	29%

[1] Fund balance amounts in ACFR are calculated by Auditor-Controller based on GAAP

It is important to note that effective with FY 2022-23, the County strategically opted to not prepay its pension contribution due to higher interest rate earnings eliminating the benefit of doing so, therefore resulting in lower Non-Spendable Fund Balances, as required by Governmental Accounting Standards Board (GASB) Statement Number 54.

Additionally, FY 2022-23 ACFR numbers were atypical due to the initiation of various capital projects such as the Marine Way facility and various critical initiatives in the County's 2025 Vision for OC Cares. The FY 2023-24 and preliminary FY 2024-25 ratios of 29% have returned to a more typical percentage.

General Fund Obligated Fund Balances

Obligated Fund Balances are formal reserves and currently include Fund Balance Assigned for Contingencies and Fund Balance Assigned for Budget Stabilization. The reserves defined in the following pages are General Fund Obligated Fund Balances that are neither restricted nor committed as defined by GASB Fund Balance Reporting policy.

Assigned for Budget Stabilization Reserve

Target	$748,025,098
Projected Balance @ June 30, 2026	$748,064,129
Variance from target	Above target by $39,031

Please see the following table for specific details of the Budget Stabilization reserve:

Reserve for Budget Stabilization	
Fund Number	100
Authority	Approved Quarterly Budget Report
When established	November 17, 2015
Budgeted	Schedule 4 of the County Budget
Board approval required	4/5 vote to change amount during the year or to appropriate and make available for use during the year
Expiration Date	N/A
Interest Earnings	Credited to the General Fund
Plan for reducing the variance	NA

Contingencies

Target	15% of ongoing annual General Purpose Revenues (excluding FBA, transfers & other one-time revenue) or, currently, $180,784,408
Projected Balance @ June 30, 2026	$180,784,408 (15% of ongoing General Purpose Revenues)
Variance from target	At target

This compares to GFOA guidelines for funding contingencies at 15% or higher. A review of surrounding counties found contingency targets are based on varying percentages and criteria, which range from 5% to 25% of either a percentage of annual expenses, estimated discretionary revenue or locally funded appropriations.

Please see the following table for specific details of the contingency reserve:

Reserve for Contingencies	
Fund Number	100
Authority	Government Code Section 29085
When established	Budget Adoption
Budgeted	Schedule 3 of the County Budget
Board approval required	4/5 vote to change amount during the year or to appropriate and make available for use during the year (Government Code Section 29130)
Expiration Date	Ongoing
Interest Earnings	Credited to General Fund
Plan for reducing the variance	N/A

Appropriated Reserve-type Funds

Miscellaneous Contingency Reserve & Annual Leave Payouts

These appropriations are maintained in the Miscellaneous Fund within the County General Fund. The purpose and use of the appropriations is to provide additional appropriations to General Fund departments through the end of the fiscal year for budgetary shortfalls, unanticipated one-time expenditures, emergencies, and opportunities. The appropriations are typically distributed during the mid-year budget process and require a 4/5 Board vote for transfers of these funds per Government Code Section 29125(a)(2).

The FY 2025-26 beginning balance is $23,012,862 with an additional $1,000,000 earmarked by the Board on November 23, 2010, to establish funding for unanticipated annual leave payouts impacting small departments (approximately 100 employees or less). The Miscellaneous Contingency target is typically budgeted at $10,000,000 each year. The FY 2025-26 amount is slightly higher than the target to provide flexibility in funding department potential FY 2025-26 one-time gaps during this unprecedented time but is expected to return to the target amount in future fiscal years. Funds will be allocated through this SFP process to fund ongoing and/or one-time augmentations, key initiatives, capital improvement projects, information technology projects, and strategic priorities. Future Strategic Financial Plans may recommend changes to the current balance as funds are needed or become available.

Please see the following specific details of the Miscellaneous contingency and Annual Leave Payouts appropriations:

Miscellaneous Contingency Reserve & Annual Leave Payouts	
Fund/Budget Control Number	100-004
Authority	Board adoption of the Final Budget
Budgeted	Yes
Board approval required	4/5 Board vote to transfer funds
Target	$10,000,000
Expiration Date	Re-budgeted annually
Interest Earnings	Credited to the General Fund

Reserve Type Funds – OCERS Retirement Investment Account

The balance of this account at June 30, 2025 was $164,926,163. The assets held in the Investment Account are invested with the OCERS portfolio. As such, the balance in the account will change based on the performance of the investment assets and any draws from the account.

Reserves in this account are projected to decrease by the end of the current fiscal year due to a planned reserve draw of $30,000,000 for the FY 2025-26 OCERS annual contribution slightly offset by projected net investment earnings of $161,224.

Projected Balance @ June 30, 2026	$135,087,387 including projected net investment earnings/<losses> and draws

Please see the following table for specific details of the OCERS Investment Account:

Retirement Investment Account	
Fund Number	Held by OCERS
Authority	Board agreement with OCERS
When established	1994
Interest Earnings	Credited to this account

Debt Management Policy

Introduction

The County of Orange Debt Management Policy provides guidance for the issuance of bonds and other forms of indebtedness to finance capital improvements, equipment acquisition, improve cashflow, and meet other identified needs.

The Debt Management Policy is intended to guide the County of Orange to:

- Maintain long-term financial stability by ensuring that its long-term financing commitments are affordable and do not create undue risk or burden
- Provide guiding principles for the use of debt as one source of financing to provide the proper funding for infrastructure needs identified in the Capital Improvements section of the Strategic Financial Plan and the annual budget
- Achieve and maintain high credit ratings
- Minimize debt service interest expense and issuance costs
- Provide accurate and timely financial disclosure and reporting
- Comply with applicable State and Federal laws and financing covenants

The Debt Management Policy is intended to improve the quality of decisions, provide guidance for the structure of debt issuance, and demonstrate a commitment to long-term financial planning. Adoption and adherence to a debt management policy is one factor by which rating agencies assess financial management practices. This policy governs all debt issued by the County of Orange (County), including bonds and other securities issued through any joint powers authority where the Board acts as the legislative body.

The County is committed to fiscal responsibility and sustainability, as demonstrated by its Strategic Financial Plan, annual budget development and administration, maintenance of appropriate reserve levels, accurate and timely financial reporting, and management of debt and other long-term liabilities. As repeatedly stated in the Strategic Financial Plan, the County is dedicated to long-term strategic financial planning to ensure its ability to respond to economic fluctuations and unanticipated events in a manner that allows the County to maintain the quality and range of services provided to the community. This policy is intended to help ensure that, in managing its debt and other long-term liabilities, the County is able to meet these planning goals and objectives.

The County Executive Office (CEO), through the County Budget and Finance Office, is responsible for County debt management, including debt issuance, administration of proceeds, timely debt service payments, financial reporting, and continuing compliance

with disclosure and other post-issuance obligations with exception of enterprise funds that are responsible for post-issuance administration and compliance.

Acceptable Uses of Debt

The County will consider financing for the acquisition, substantial refurbishment, replacement or expansion of major physical assets that would be unreasonable to cash finance from current revenues. Debt financing may also be appropriate for certain other extraordinary expenditures and for managing cashflows over a period of time.

The primary purpose of County debt is to finance one of the following:

1. Acquisition of a capital asset with a useful life of five or more years
2. Construction or reconstruction of a facility or other public improvement
3. Refunding, refinancing, or restructuring debt and similar obligations, subject to refunding objectives and parameters
4. The costs associated with a debt-financed project, including project planning, design, engineering and other preconstruction efforts; project-associated furniture, fixtures and equipment; and the costs of the financing itself, including capitalized interest, a debt service reserve, underwriter's discount and other costs of issuance
5. Interim or cashflow financing to better match revenues and expenditures, such as tax and revenue anticipation notes, or to provide temporary financing pending a more permanent financing plan
6. Prepaying a portion of the annual pension contribution to Orange County Employees Retirement System (OCERS) to receive an early payment discount that exceeds the cost of the borrowing
7. Paying for an extraordinary expense such as financing a major judgment or loss exceeding insurance

Prohibited Uses of Debt

The County will not use debt to defer obligations in a way that unduly burdens future taxpayers, rate payers or residents.

Types of Financing Instruments

Many different types of financing instruments are available to the County, the use of which will depend on the source of repayment and the use of proceeds. Some of these instruments are used to finance County projects, while others are used to provide tax-exempt financing to projects that are primarily for third parties where public benefit can

be achieved while minimizing public risk. The following are the types of debt the County is most likely to issue.

Direct Debt Obligations

The following are considered "direct debt" obligations by rating agencies and other market participants, meaning that the debt is serviced out of tax or other general revenues.

1. General Obligation Bonds
   General Obligation (GO) Bonds need approval of 2/3 of those voting in an election as required by California State Constitution Article 16. GO bonds are secured by the levy of additional ad valorem property taxes to pay debt service. Uses of bond proceeds are limited to the acquisition and improvement of real property and costs of issuance.

2. Lease Revenue Bonds or Certificates of Participation
   Lease Revenue Bonds (LRBs) and lease-backed Certificates of Participation (COPs) are debt obligations serviced by a lease payment from the County's general fund. California courts have determined that such long-term contracts do not require voter-approval under California law (and therefore, are not "indebtedness" under the State Constitutional Debt Limit) as long as the lease meets certain conditions. These financings are typically secured by a lease-back agreement between the County and another public entity (e.g., South Orange County Public Financing Authority).

   To qualify as a valid lease, payments are due only to the extent that the County has use and occupancy of the leased property. The judicial decisions that define a valid lease financing effectively require that the fair rental of the leased property be equal to or greater than the lease payment that secures debt service. The governmental lessee is obligated to appropriate in the Annual Budget the rental payments that are due and payable during each fiscal, and to secure insurance to ensure that the property stays available for use.

   Because it is paid from the General Fund and does not require voter approval, lease financing is the most common form of financing used by counties. Therefore, establishing thresholds for the appropriate levels for this form of "debt" is one of the critical goals of a debt policy. There are few external guidelines for the appropriate amount of lease debt. Agencies that set limits on "affordability" have established limits from 4% to 10% of General Fund expenditures or revenues (referred to as "lease burden").

Rather than establish a specific limit on lease-backed debt, the County has a limit on long term General Fund debt obligations. Annual principal and interest payments on long term General Fund debt obligations will not exceed 4% of general fund revenue. The appropriate level of General Fund appropriation debt should also be considered in the development of the County's Annual Strategic Financial Plan and Annual Budget process.

Revenue and other Special Fund Obligations

Debt secured by the County's enterprise funds and certain other special funds can also be issued without voter approval. These obligations are payable solely from the dedicated revenues, and do not have recourse to ad valorem taxes or general fund revenues of the County.

- Revenue Bonds and Certificates of Participation (COPs)

  Revenue Bonds are obligations payable from revenue generated by an enterprise fund. These obligations can be in the form of revenue bonds issued under an indenture, or COPs secured by an installment sale agreement. Two County enterprise funds that have supported revenue debt in the past are John Wayne Airport and Orange County Waste and Recycling.

  In accordance with the agreed upon bond covenants, the revenues generated by these enterprise funds must be sufficient so that net revenues, after the payment of operating expenses, are greater than debt service so as to maintain required coverage levels. The revenue bond issuer covenants to revise the rates, fees and charges of the enterprise to maintain the required net revenue coverages.

  In determining whether to issue revenue bonds, the County should consider similar principles that it would for the incurrence of other governmental debt: the extent it is more appropriate to spend the cost of capital improvements over time, without unduly increasing the capital costs, rather than pay for them out of current revenues. Other factors include the County's ability to maintain the rate covenants that will be required by the bond market.

Interim Financing

The County may consider the use of various debt instruments to better match short-term revenues and expenditures.

1. Tax and Revenue Anticipation Notes

   Tax and Revenue Anticipation Notes (TRANs) are short-term notes payable out of current year revenues, proceeds of which allow a municipality to cover the periods of cash shortfall resulting from a mismatch between timing of revenues and timing of expenditures.

   The County may issue TRANs if necessary to meet General Fund cashflow needs in the upcoming fiscal year, which consist primarily of salaries and benefits, in anticipation of the receipt of property taxes and other revenues later in the fiscal year. The cashflow needs are determined by projections prepared by Auditor-Controller and CEO that require an estimate of a cashflow deficit during the fiscal year. The County's municipal advisor is required to review and concur with the County's cashflow projections if a TRANs is to be considered. As property tax payments and other revenues are received, they are used in part to repay the TRANs.

2. Prepayment of Annual Employer Pension Contribution

   The County may receive notification from OCERS that the Board of Retirement approved a discount in the amount due if paid early. Typically, the payment must be received by mid-January to fund the next fiscal year's annual employer contribution to OCERS, a period of no longer than eighteen months. The County prepares an analysis, to determine the budget savings achieved from the OCERS discount, to evaluate whether to recommend financing the prepayment. While these borrowings are essentially a cashflow financing such as TRANs, they are structured as a short-term pension obligation bond to allow the obligation to extend beyond the fiscal year in which it is issued.

3. Teeter Financing

   Under the alternative method of allocating taxes commonly referred to as the "Teeter Plan," a county can advance property taxes to its taxing jurisdictions whether or not they are received, in exchange for retaining the penalties and interest received from late payments. These advances can be financed with funds of the County or by an external borrowing. For a number of years, the County issued commercial paper to finance these advances (Teeter Program). Commercial paper

(CP) is an obligation maturing in less than 270 days that is secured by a letter of credit. Maturing CP is typically refinanced with a subsequent CP issue until a permanent financing source is in place or the debt can otherwise be retired. Since 2013, the Teeter Program has been financed by a revolving line of credit from a commercial bank.

4. Interfund Borrowing

   In lieu of issuing bonds or otherwise borrowing from third-parties, there will be situations where the most appropriate means is to temporarily transfer money from a County fund. Annually, in the final budget adoption, the Board authorizes those funds which can provide temporary transfers. The Board establishes the appropriate term and interest rate of each Interfund loan by resolution. The interest rate will be the amount that would have been earned by the lending fund from the County's investment pool.

Conduit Financings

Conduit financings are sponsored by the County to allow third-parties to access tax-exempt interest rates. These financings are not secured by regular County revenues.

1. Community Facilities and Assessment Districts

   Community Facilities Districts (CFD) and 1913/1915 Act Assessment Districts (AD) are typically developer initiated, whereby the developer seeks a public financing mechanism to fund public infrastructure. Special taxes or assessments may be levied upon properties within a district to pay for facilities. The conditions for the County's approval of these financings are contained in a separate set of policies. Further information on formation of CFDs and ADs is available in the Orange County Public Finance Program Policy Statement and Application Information Package as amended September 12, 2000 and as amended May 18, 2004. This policy is posted on the County's website.

2. Multi-Family Housing Revenue Bonds

   Multi-Family Housing Revenue Bonds are issued to finance construction or rehabilitation of multi-family housing projects providing tax exempt financings for developers willing to set aside a portion of the units in the project as affordable housing. The County, as well as State agencies and joint powers authorities, may sponsor this type of conduit financing for those activities that have a general public purpose.

3. Public-Private Partnership (P3)

   A P3 is a partnership between a public sector entity and a private sector entity to develop, design, construct, and finance a public facility. It can involve alternate approaches to both project procurement and its financing. In some cases, the private entity is a not-for-profit entity, with the financing structured to allow for the issuance of tax-exempt bonds to provide the lowest cost funding.

   While the financing costs of a P3 can at times be higher than a direct County borrowing, there can still be offsetting benefits to a P3, such as transferring design and construction risks. The County shall perform an analysis to determine the benefits of this type of project procurement and alternate financing versus the County issuing the debt directly.

Tax Increment Financing

Tax increment financing is a tool that allows municipalities to promote economic development by earmarking tax revenues from increases in assessed value within a designated tax increment financing district. Redevelopment Agencies, a frequently used tool of the past, were dissolved by the California legislature as of February 12, 2012.

1. Enhanced Infrastructure Financing District

   On September 24, 2014, the governor approved Senate Bill 628, which authorized the formation of an Enhanced Infrastructure Financing District (EIFD). An EIFD is a limited tax increment financing district created after the dissolution of redevelopment agencies in 2012.

   An EIFD would allow two or more governmental entities to agree to secure a portion of property tax revenue for the construction of infrastructure and other capital needs. A key difference between EIFDs and former redevelopment agencies is that the tax increment given to the new district excludes all property taxes associated with school districts.

   No new taxes are created by establishing an EIFD. The County's participation in any such district is voluntary and would require Board approval. The conditions for the County's participation in an EIFD are contained in a separate EIFD participation policy.

Debt Structure

The following are some general principles that will govern the structuring of County debt issues from time to time.

1. Term of Debt

   In general, debt will be structured to distribute the payments for the asset over its useful life so that benefits closely match costs for current and future residents. Notwithstanding this policy goal, the early payment of principal (referred to as the "rapidity of debt repayment") is considered a credit strength by the rating agencies, as it creates future debt capacity. The County will consider such accelerated retirement when there is the capacity to accommodate such payments. Debt should not exceed the useful life of the improvement that it finances.

2. Debt Service Structure

   To the extent practical, bonds will be amortized on a level repayment schedule. Alternate schedules can be considered when appropriate. For example, escalating debt service may be considered if it better matches forecasted available revenues; any such escalation of debt service should be modest, to provide a margin of safety if revenue growth should underperform expectations. Deferral of the amortization of principal can be considered in order to wrap outstanding debt and create total level debt service. Extreme deferral of debt service (such as with capital appreciation bonds, which defer both interest and principal) should be avoided.

3. Optional Prepayment

   Long-term debt will, in most cases, contain an optional call provision to allow for the refunding of debt at lower interest rates in the future. A ten-year call option is most common for tax-exempt bonds. In considering the terms of the call, the County will evaluate any additional interest cost demanded by investors with the potential future benefits of the option.

4. Capitalized Interest

   Use of capitalized interest (where interest in the early years is funded through the sale of additional bonds) should be minimized where possible. Interest may be capitalized for the construction period of a revenue producing project so that debt service expense does not begin until the project is expected to be operational and generating revenue. State law requires that interest be capitalized when a lease financing is secured by the project being constructed with the proceeds, so that no payment is due until the

County has use and occupancy. When possible, the County will secure its lease financing with existing County facilities to avoid issuing additional bonds for capitalized interest; this structure is referred to as an "asset transfer."

5. Interim Project Financing

Due to project phasing, the County may consider a short-term direct purchase note or other interim financing to avoid capitalized interest during the construction period. The interim financing may then be paid off using long-term bonds or other funds available to the County. This option will be considered on a case-by-case basis.

6. Debt Service Reserve Fund

Debt service reserve funds are held by and are available to the bond trustee to make principal and interest payments to bondholders in the event that pledged revenues are insufficient to do so.

The maximum size of the reserve fund for a tax-exempt bond issue is governed by tax law, which permits the lesser of: 1) 10% of par; 2) 125% of average annual debt service; or 3) 100% of maximum annual debt service. The County may issue bonds with a debt service reserve fund that is sized at a lower level or without a reserve fund if economically advantageous and recommended by the finance team.

The reserve fund requirement may also be satisfied by a surety policy, a form of insurance provided by a bond insurer to satisfy a reserve fund requirement for a bond issuance. Under this arrangement, instead of depositing cash in a reserve fund, the issuer buys a surety policy by paying a one-time premium equal to a percentage of the face value of the policy. The County may use a surety policy instead of a debt service reserve when an analysis indicates that net cost to the County will be lower, taking into account the potential cost of replacing the surety at the time of any future refunding.

7. Credit Enhancement

Credit enhancement may be used to improve a credit rating on a County debt issuance. The most common form of credit enhancement is bond insurance, which will be considered when the cost of insurance is offset, on a present value basis, to the savings in debt service through the first optional call date of the bonds. Because of the County's high bond ratings, bond insurance will not be cost effective for most of the County's debt in the current market. The benefit of a credit enhancement will be evaluated for each bond issuance.

8. Variable Rate Debt

   To maintain a predictable debt service burden, the County will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is variable rate debt. It may be appropriate to issue long-term variable rate debt to diversify the County's debt portfolio, reduce interest costs, provide interim funding for capital projects or improve the match of the County's assets (such as cash in the Treasury invested in shorter-term securities) to debt liabilities.

9. Use of Derivatives

   The County will not use interest rate swaps in connection with variable rate debt to create synthetic fixed-rate debt.

Method of Sale

Debt issues can be sold through a public offering through either a competitive sale or a negotiated sale. In a competitive sale, bid parameters are established in the notice of sale or notice inviting bids. Bids are received from various underwriters at a given time, and the bonds awarded to the bid producing the lowest true interest cost (the interest rate that discounts debt service to the net amount of proceeds received after accounting for underwriter's discount). In a negotiated sale, the County selects the underwriter in advance through a request for proposal process, and the interest rate is set based on the orders received from investors during the pricing period. While there are advantages to both methods of sale, most municipal bonds are currently sold on a negotiated basis, which has been the County's primary practice.

On occasion, the County may choose to privately place a financing with a bank, rather than borrowing through a public offering sold to multiple investors. Such financings can be more cost effective for smaller transactions, or for financings such as commercial paper that would otherwise require an alternative bank facility such as a letter of credit.

The Budget and Finance Director will recommend the appropriate method of sale based on the specific offering and market conditions, seeking advice from the County's municipal advisor.

Refunding of Indebtedness

Most municipal bonds can be pre-paid prior to their maturity by the exercise of an optional call. As a result, sometimes bond issues can be refunded for savings. The following are the two types of refundings.

- Current Refunding - The refunding bonds are issued less than 90 days before the date upon which the refunded bonds will be redeemed.

- Advance Refunding - The refunding bonds are issued more than 90 days prior to the date upon which the refunded bonds will be redeemed, and the refunding bond proceeds placed in an escrow that is sufficient to pay interest and principal until the call date. Municipal bonds may only be advanced refunded once over the life of a bond issuance. The Tax cuts and Jobs Act, enacted December 22, 2017 essentially eliminated advanced refunding for municipal bonds issued after 2017 by making interest on advanced refunding bonds taxable. Interest on current refunding bonds remains tax-exempt eligible.

The County will regularly review its outstanding debt portfolio to identify opportunities to achieve net economic benefits from refunding its bonds. Recognizing that the County's ability to refund its debt is limited (i.e., federal tax law constraints on advance refundings and the market practice of making most fixed-rate bond issues non-callable for their first ten years), the County will seek to deploy its refunding options prudently. At a minimum, the County will seek to achieve net present value ("NPV") savings equal to at least three percent (3%) of the par amount of the bonds that are refunded. For advance refundings, the threshold goal will be five percent (5%) NPV savings. A second limiting factor on advance refundings will be that negative arbitrage (the amount of additional funds that need to be deposited into an escrow to make up for interest earnings being less than the interest on the defeased bonds) will be no greater than half the amount of the NPV savings. The present value savings will be net of all costs of the refinancing and will consider the difference in interest earnings of the debt service reserve funds of the refunded and refunding bonds.

These savings requirements may be waived by the Board upon a finding that a refunding producing lower savings is in the County's best financial interest; for example, by restructuring debt service or eliminating burdensome covenants.

Debt Management Practices

The County Budget and Finance Office shall be responsible for ensuring the County's debt is administered in accordance with the terms of the governing bond documents, federal and state law and regulations, and the best industry practices.

1. Arbitrage

   Arbitrage is the profit made by issuing bonds bearing interest at tax-exempt rates and investing the proceeds at materially higher taxable yields. The Internal Revenue Code limits the opportunity for borrowers to retain such investment profits; in most cases, the borrower must calculate such profits and rebate them to Internal Revenue Service every five years.

   Public Finance shall maintain a system of recordkeeping to meet the arbitrage compliance requirements. The County will retain an arbitrage rebate consultant to assist in calculating any earnings on bond proceeds in excess of the rate on its bonds, and to calculate whether arbitrage should be rebated to the Federal Government. The County Budget and Finance Office shall ensure the calculation and payment are made in a timely manner.

2. Administration and Investment of Bond Proceeds

   Bond proceeds are administered in the County Budget and Finance Office to provide segregation of duties between the County administrative function responsible for disbursing bond proceeds and the County department or entity expensing the proceeds. Bond documents contained in the official bond transcripts govern the use of bond proceeds, as well as debt service payment terms and other legal covenants, and are maintained and accessible in the County Budget and Finance Office. Bond proceeds shall be deposited in a trustee bank and invested consistent with federal tax requirements and requirements contained in the governing bond documents.

   Finance Accounting, an Auditor-Controller department satellite unit located within the County Budget and Finance Office, is responsible to ensure bond proceed receipts are recorded in the County's accounting records, and confirm accounts established at the trustee and deposit of bond proceeds reconcile with controlling bond documents. Finance Accounting monitors accounts at the trustee, records expenditure activity, and reconciles trustee statements to County accounting records monthly.

Drawdown and use of bond proceeds are initiated by the project manager representing the County department or entity expensing the proceeds for eligible purposes. The requisition or drawdown request will contain invoices and other back-up documentation to validate the eligible expenses. Each requisition or drawdown request is reviewed by Finance Accounting staff and management and a Finance analyst before final approval and authority to disburse from the Finance Team Lead, and then forwarded to the trustee.

3. Continuing Disclosure

The County is committed to primary and secondary market disclosure practice. To remain in compliance with Security and Exchange Commission Rule 15C2-12, required information shall be submitted as stated in each bond financings' continuing disclosure certificate.

The County shall maintain a log or file evidencing that all continuing disclosure filings have been made promptly. Continuing disclosure procedures are maintained by the County Budget and Finance Office and will be updated as needed.

4. Disclosure on County's Website

All disclosure reports, County credit ratings and the debt program are posted on the County's website. The website shall be updated as needed.

5. Compliance with Other Bond Covenants

The County is responsible for verifying compliance with all covenants and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:

- Annual appropriations to meet debt service payments
- Taxes/fees are levied and collected where applicable
- Timely transfer of debt service/rental payments to the trustee or paying agent
- Compliance with insurance requirements
- Compliance with rate covenants where applicable
- Recordkeeping and continued public use of financed asset
- Compliance with tax covenants including the timely spend-down of project fund proceeds
- Compliance with all other bond covenants

Rating Agency Relations and Annual or Ongoing Surveillance

The County seeks to maintain the highest possible credit ratings that can be achieved for debt instruments without compromising the County's policy objectives. Ratings are a reflection of the general fiscal soundness of the County.

The Finance Team Lead shall be responsible for maintaining the County's relationship with S & P Global Ratings, Fitch Ratings, Moody's Investors Service and any other rating agency, including communicating with credit analysts at each agency and providing any requested information as deemed appropriate.

The Finance Team Lead shall report feedback from rating agencies to the Chief Financial Officer and Board, when and if available, regarding the County's financial strengths and weaknesses and recommendations for addressing any weaknesses as they pertain to maintaining the County's existing credit ratings.

Prior to each proposed new debt issuance, the Finance Team Lead shall determine the number of rating agencies to provide a credit rating based upon the recommendations of the finance team. Meetings and/or conference calls with agency analysts shall be conducted to provide a thorough update on the County's financial position, including the impacts of the proposed debt issuance.

Financing Professionals

Process and Selection of Professionals

Once a financing need is identified, the County Budget and Finance Office will work with the appropriate County departments to recommend a finance team, debt structure, and debt service term to the Public Financing Advisory Committee (PFAC) and the Board for consideration.

PFAC is responsible for reviewing and recommending debt financing proposals. The Board may approve a PFAC recommendation by a majority vote but may amend, modify or rescind any recommendation by a four-fifths (4/5) vote. Further information on PFAC is included in the Fourth Amended and Restated County of Orange Board of Supervisors Policies and Procedures approved by the Board on February 26, 2019 and posted on the County's website.

The Board shall be responsible for the selection of Financing Professionals engaged to assist in a public financing. Financial Professionals shall include Municipal Advisor(s),

Underwriters, Bond Counsel and Disclosure Counsel utilized in connection with a proposed financing. The procurement of financial professionals shall be conducted according to procedures delineated in the County's Contract Policy Manual.

Selection and Compensation

The Finance Team Lead shall request the County Procurement Office to establish a solicitation and selection process for securing professional services that are required to develop and implement a debt issuance.

The identification of municipal advisor, underwriter, bond counsel and disclosure counsel shall be done through a Request for Qualifications (RFQ) process to create a pool of professionals in each of the stated categories. For each new financing, a Request for Proposal (RFP) shall be completed for municipal advisor, underwriter, bond counsel and disclosure counsel, as appropriate. The RFQ and RFP shall be in accordance with the County Procurement rules. The selection of the professional from each category and financing shall be first recommended for approval by PFAC and then ratified by the Board.

If a sole source selection of a financial professional or consultant is recommended, the County Procurement Office will follow sole source selection procedures as outlined in the County's Contract Policy Manual.

Compensation for the financing professionals is typically paid from the bond proceeds cost of issuance account.

1. Municipal Advisor

   The primary responsibilities of the Municipal Advisor are to provide independent analysis of the proposed financing to the County. Their responsibilities also include but are not limited to, working with underwriters and other finance team members to formulate a general financing plan for the issuance of bonds, assisting in the financing schedule, transaction structuring, and pricing of bonds. The Municipal Advisor shall provide pricing comparables and market conditions advice.

2. Bond Counsel

   The County will retain external Bond Counsel for all debt issuances. Bond Counsel will prepare the necessary authorizing resolutions, ordinances, agreements, and other legal documents necessary to execute the financing.

3. Disclosure Counsel

   The County will retain Disclosure Counsel for all public issuances that entail disclosure of County finances and financial status. Disclosure Counsel will advise on issuer disclosure obligation, federal securities laws and proper disclosure practices, and due diligence process.

   The Finance Team Lead may recommend separate firms in the capacity of Bond and Disclosure Counsel or a single firm to perform bond and disclosure counsel functions based on anticipated complexity of the financing.

4. Underwriter

   An Underwriter is a firm that administers the public issuance and distribution of the bond issuance. Underwriter services may include assisting in securing credit and meetings with principal retail/institutional investors. When undertaking a negotiated sale, the County will select an Underwriter through the solicitation process described previously.

5. Other Service Providers

   Other professionals may be selected, at the discretion of the Finance Team Lead, on an as-needed basis. These include, but are not limited to, the services of trustee, credit rating agencies, escrow agents, bond insurance providers, credit and liquidity banks, verification agents, title insurance companies, and document printing services.

Conclusion

This Policy is intended to guide and regulate the County's issuance of debt. The County is aware, however, the financial environment and best practices may change. This policy will be reviewed annually during the Strategic Financial Plan process and any necessary updates will be presented to the Board for consideration.

General Fund Debt Service

The following table provides details of the 5-year ongoing General Fund debt service as well as the final maturity and optional redemption at par dates:

	Fiscal Year						
Description of General Fund Debt	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**Final Maturity**	**Optional Redemption at Par**
California Municipal Finance Authority Lease Revenue Bonds, Series 2017A (Orange County Civic Center Infrastructure Improvement Program - Phase I) (1)	$9,982,000	$9,979,000	$9,981,750	$9,979,500	$9,982,000	6/1/2047	6/1/2027 $129,565,000
California Municipal Finance Authority Lease Revenue Bonds, Series 2018A (Orange County Civic Center Infrastructure Improvement Program - Phase II) (1)	12,917,250	12,916,500	12,919,750	12,916,250	12,920,750	6/1/2048	6/1/2028 $160,995,000
South Orange County Public Financing Authority, Lease Revenue Bonds, Series 2022 (OC Sheriff's Department Facility)	5,507,750	5,505,250	5,504,000	5,508,750	5,504,000	6/1/2052	6/1/2032 $68,625,000
Total General Fund Debt Service	**$28,407,000**	**$28,400,750**	**$28,405,500**	**$28,404,500**	**$28,406,750**		

Notes:
(1) These amounts represent the total debt service. A portion of these amounts are allocated to Non-General Fund departments occupying the County Administration South (CAS) and County Administration North (CAN) buildings.
(2) Par value represents the face value of the bonds as no premium, or additional amount, is required to redeem bonds after this date.
(3) The South Orange County Public Financing Authority, Central Utility Facility Lease Revenue Bonds, Series 2016 are no longer included in the table above as they will be redeemed at par in April 2026.

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Key Initiatives, Projects and Strategic Priorities

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Key Initiatives

Introduction

The Strategic Financial Plan focuses on the County's commitment to key initiatives and projects aimed at moving the County toward a future that will enrich the lives of its residents and visitors. Key initiatives adopted by the County are consistent with the County's mission, values, and guiding principles and are implemented through strategic planning, collaboration across departments and community-based partners, and working in and with the community. The following section highlights the County's current major initiatives.

OC Cares:

OC Cares is a countywide initiative addressing the needs of Orange County residents and accessibility to services and programs. The initiative strives to address the current and possible underlying needs of individuals involved in any of the County's five systems of care: behavioral health, healthcare, housing, benefits and support services and community corrections. The OC Cares vision is to build a resilient community that supports the well-being of all its members, now and for generations to come. The OC Cares initiative strives to ensure services are provided in an efficient, cost-effective manner without duplication of effort and resources through the five systems of care. There have been two focus populations for the OC Cares Initiative, justice-involved individuals and older adults.

OC Cares 2025 Vision – Justice through Prevention and Intervention

The initial undertaking of OC Cares was the 2025 Vision – Justice through Prevention and Intervention. This initiative was developed to link the various systems of care to provide full care coordination and services for justice-involved individuals to successfully reenter society and work towards self-sufficiency. The Vision included coordinated care management, linkages to programs and services, and assistance with job readiness and employment. This innovative approach was developed building on the County's efforts as part of the nationwide Stepping Up Initiative and locally developed Integrated Services Strategy. The overall strategy focused on reducing the number of individuals with mental illness in custodial care and required the integration of services from disparate County departments and community partners. This strategy was then expanded and used to create the Integrated Services – 2025 Vision (2025 Vision) implementation plan, which has been updated to serve OC Cares. The 2025 Vision was built on five pillars with each made up of goals, projects and programs

assigned to specific departments that are tracked with progress reported quarterly. The pillars include 1) Prevention; 2) Courts; 3) In-Custody; 4) Reentry; and 5) Juvenile & Transitional Aged Youth.

The 2025 Vision was adopted by the Board on October 22, 2019, and was maintained quarterly to ensure the direction remained relevant with County goals and objectives. The 2025 Vision addressed the expansion or implementation of multiple projects which at the time of SFP publishing are in progress and on target to be completed by their anticipated completion date.

- Be Well Irvine Campus
- Coordinated Case Management Program
- Coordinated Reentry System
- Expand Adult Specialty Courts
- Housing for Transitional Aged Youth (TAY)
- Juvenile Campus
- Pre-Trial Intervention Program
- Compass OC
- Housing for Pre-Justice Involved Youth and TAY
- Permanent Supportive and Affordable Housing Access

Maintenance and further enhancements of the 2025 Vision after December 31, 2025, will transition to an established oversight group consisting of key stakeholder departments and community-based organizations.

The 2025 Vision remains a permanent component of Orange County's annual Strategic Financial Plan. Its oversight is provided by the Orange County Criminal Justice Coordinating Council (OCCJCC), chaired by current Chairman Doug Chaffee and vice-chaired by Supervisor Donald Wagner. The OCCJCC includes County departments, Courts, and local law enforcement. Additional information can be found on the County's website: https://ocgov.com/oc-cares

OC Cares: Master Plan for Aging

The successful integration of services established during the implementation of the 2025 Vision paved the way for expanding the focus to a new population through the development of the OC Cares Master Plan for Aging (OC MPA). This plan focuses on those aged 65 and older, ensuring housing security, expanding access to vital information and resources, and providing enhanced, whole-person care coordination. The goal of the OC MPA is to ultimately foster a community where residents can age

with dignity, security, and vitality. The *Master Plan for Aging* is included as a Strategic Priority in the Strategic Priority section of this plan. Additional information on the plan can be found on the County's website:
https://www.officeonaging.ocgov.com/master-plan-aging

OC Builds:

OC Builds is a countywide initiative that addresses the infrastructure needs for transportation, travel, and cybersecurity that prioritizes the safety of its residents, staff, and resources; renewable energy and sustainability; and provides an enjoyable customer experience. The County is focused on reducing its carbon footprint by replacing older vehicles with low to zero emission vehicles and building electric vehicle charging infrastructure and stations to comply with California's Air Resource Board's Initiative. In addition, the County continues to enhance its airport infrastructure to provide a world-class airport that is safe, facilitates efficient travel, and provides an enjoyable customer experience. Planned and proposed projects supporting this initiative are included in the Capital Improvement Plan and Strategic Priorities sections of this plan.

OC Housing:

This initiative addresses the need for permanent and supportive affordable housing for those experiencing homelessness and chronic homelessness. OC Community Resources Department's OC Housing & Community Development Division administers the County's affordable housing development and the community development and housing successor agency program and activities. Included in the Division is the OC Housing Authority (OCHA) which administers federally funded programs providing housing assistance to County residents (except for the cities of Anaheim, Garden Grove and Santa Ana) through the following Special Housing Programs designed to address the needs of targeted populations may include the following:

- Homeownership Program
- Family Self-Sufficiency Program
- Veterans Affairs Supportive Housing Program
- Portability Program
- Non-Elderly Disabled Program
- Mainstream Voucher Program

The *Permanent Supportive and Affordable Housing Access* is included in the SFP as a Strategic Priority. The Housing Funding Strategy and regular updates are posted on the County's website: https://ochousing.org/

Homelessness:
The Office of Care Coordination works with County stakeholders and other partners including cities, nonprofits and faith-based organizations to address the need for case management services for individuals who are homeless or at risk of becoming homeless and are involved in multi systems of care in the County. These systems of care include housing, healthcare, benefit & support services, behavioral health, and community corrections. The County is committed to conducting outreach and engagement to connect to resources which could then lead to permanent, sustainable solutions.

To better address the demands on the County's systems of care, a significant investment was made to establish a comprehensive care coordination program known as Compass OC which serves as a data sharing platform for coordinated care management. This model allows data sharing, for care coordination purposes, across departments and incorporates the use of a multi-disciplinary team approach to identify individuals involved in multiple systems of care, better address the underlying issues and increase self-sufficiency. Planned and proposed projects supporting this initiative are included in the departments baseline, Capital Improvement Plan and Strategic Priorities sections of this plan. For available resources on Orange County's System of Care, please refer to the County's Office of Care Coordination website:
https://ceo.oc.gov/office-care-coordination

Fiscal Sustainability:
Funding reserves at targeted amounts through responsible fiscal management, strategic planning, and prudent allocation of resources. Regular maintenance of a prudent reserve balance is necessary to provide financial resiliency, flexibility, long-term sustainability, and to maintain the Government Finance Officers Association's recommended target amounts.

Capital and Infrastructure Improvements:
The County maintains and annually updates the 10-year County Facilities Master Plan that outlines all real estate projects currently in progress and reports on projects that have been completed. The County strategizes the development and modernization of various County-owned facilities and tracks the aging infrastructure that may require significant investments in the future to ensure County-provided services to the community are easily accessible and provide a positive client experience.

The County continues to improve agency infrastructure in various areas including the Civic Center Facilities Strategic Plan (CCFSP), an initiative addressing the County's long-term occupancy in the Orange County Civic Center. The goals are to improve delivery of services to the community, space usage and departmental adjacencies; address the

aging portfolio of County facilities; better manage long-term occupancy; and provide sustainable infrastructure that minimizes energy and water consumption and maintenance costs. Additional details of the CCFSP can be found in the *County Facilities Master Plan Strategic Priority*. In addition, the County is actively investing in the future by exploring options for development projects that would use County assets to generate ongoing revenue streams. Furthermore, the County is seeking innovative and efficient emergency preparedness strategies that are essential for the community and a major part of the County's critical infrastructure.

Environmental Conservation & Sustainability:

The County is pursuing various efforts aimed towards environmental sustainability and green technologies. As a governmental entity, the human, social, and economic aspects of sustainability continue to be the core functions of the County. As such, the County created the Office of Sustainability within OC Waste & Recycling. Its objective is to assist the County with all federal and state mandates related to climate change, complete a Climate Action Plan (CAP) for the County, align the CAP with the CIP, and put the County in the most strategic position for local, state and federal funding. A preliminary CAP progress report was brought to the Board in September 2024. A comprehensive CAP is expected to be brought back to the Board for approval once complete. This will include the development of measures and a complete California Environmental Quality Act analysis.

Action items in the CAP will be ranked and prioritized when the document is finalized. Prioritization will be based on factors such as cost-effectiveness (cost/ton of carbon dioxide), alignment with the CIP, secondary adverse impacts, needs of the County and its constituents, and implementation timeline. Projects may shift if grant funding becomes available and/or new state and federal mandates are adopted. This movement aligns with state and federal priorities and fundings opportunities.

Prior to the establishment of the Office of Sustainability, the County was already pursuing the conversion to green technologies and infrastructure improvements wherever feasible. These changes include, but are not limited to, the conversion of on-road and off-road equipment and passenger vehicles to zero-emission, installation of associated charging infrastructure, installation of solar, green waste and composting initiatives, replacement of lighting systems for energy efficiency, and increased capture of landfill gas for energy. Planned and proposed projects supporting this initiative are included in the departments baseline, Capital Improvement Plan and Strategic Priorities sections of this plan.

COUNTY OF ORANGE
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Five-Year Capital Improvement Plan

Introduction

The five-year Capital Improvement Plan (CIP) is a compilation of significant projects countywide and is divided into three sections. For the purposes of the SFP, the first section focuses on projects funded by the General Fund Capital Projects, Budget Control 036, through the Countywide Capital Projects Non-General Fund 15D, the second focuses on capital projects with no identified funding, and the third focuses on department funded projects.

The CIP aids the County in its assessment of the most effective use of County General Funds and provides goals for developing capital assets while maintaining long-term financial stability. The assessment is an ongoing process influenced by many changing factors such as service needs, available resources resulting from changes in the economy, Board priorities, legal mandates, age and condition of existing buildings, and health and safety considerations.

The five-year CIP provides information about capital projects in excess of $150,000 per project. The CIP is not a budget document but rather a planning tool to be used in conjunction with the budget development process for FY 2026-27 through FY 2030-31 and the County Facilities Master Plan.

This document is updated annually to reflect the changing needs and the fiscal outlook of the County.

Capital Projects – Countywide Capital Projects Non-General Fund 15D

The Net County Cost (NCC) limit for Capital Projects is set at $12.1 million for each fiscal year of the five-year plan, which is transferred to the Countywide Capital Projects Non-General Fund. This NCC along with other funding sources provide potential funding for multi-year projects including Probation and OC Sheriff's Department capital projects. As of October 31, 2025, appropriations in the Countywide Capital Projects Non-General Fund total $496.2 million for FY 2025-26. This includes allocations for OC Cares initiatives and various significant countywide projects currently under evaluation or in the planning (design/pre-construction) phase. The closing fund balance reserve line in the table below includes funding for the projects that are in the planning phase. Funds will be appropriated for use closer to actual project start.

The five-year capital projects cost summarized in the Countywide Capital Projects Non-General Fund includes $434.2 million in appropriations and $231.7 million decrease to reserves held for capital projects. This is funded by $68.7 million in transfers in from OC Cares Fund 12M, $60.7 million in transfers from the General Fund, $53.0 million from OC Waste & Recycling (OCWR) Net Importation Revenue Sharing, $10.6 million transfers in from Utilities for future Central Utility Facility (CUF) project reserves, and $9.5 million from Criminal Justice Facilities Fund 104.

These projects (and any subsequently identified) will be evaluated for funding during the FY 2026-27 annual budget process. Project needs and related costs will be reviewed again during the next Strategic Financial Planning cycle which will begin in August 2026.

Countywide Capital Projects Non-General Fund

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Appropriations						
Countywide Capital Projects - OC Public Works (OCPW)						
New Fleet Facility	19,500,000	0	0	0	0	**19,500,000**
Emergency Operations Center	10,000,000	10,956,855	0	0	0	**20,956,855**
County Operations Center	8,963,493	1,925,000	0	0	0	**10,888,493**
Health Care Agency (HCA) Capital Projects	2,500,000	1,700,000	950,000	25,000	0	**5,175,000**
Manchester Office Building	2,050,000	1,650,000	8,315,000	1,400,000	500,000	**13,915,000**
Probation Facilities Capital Projects	495,000	1,350,000	2,055,000	1,200,000	795,000	**5,895,000**
1015 and 1055 N. Main Street	375,000	1,900,000	0	250,000	1,500,000	**4,025,000**
Hutton Towers (Brad Gates & Osborne)	250,000	2,060,000	2,027,000	2,347,000	0	**6,684,000**
Other OCPW Projects & Project Contingency	3,852,000	4,927,000	6,452,000	6,452,000	5,052,000	**26,735,000**
Countywide Capital Projects Subtotal	**28,485,493**	**26,468,855**	**19,799,000**	**11,674,000**	**7,847,000**	**94,274,348**
OC Cares Projects						
Workforce Reentry Center	40,000,000	40,411,149	0	0	0	**80,411,149**
Juvenile Corrections Campus - Phase 1	35,719,036	0	0	0	0	**35,719,036**
Juvenile Corrections Campus - Phase 2	33,660,760	50,000,000	48,582,027	0	0	**132,242,787**
Coordinated Reentry Center	3,000,000	31,400,000	0	0	0	**34,400,000**
OC Cares Capital Projects Subtotal	**112,379,796**	**121,811,149**	**48,582,027**	**0**	**0**	**282,772,972**
Total Capital Projects Appropriations	**160,365,289**	**148,280,004**	**68,381,027**	**11,674,000**	**7,847,000**	**396,547,321**
Transfers to:						
Central Utilities Facility Projects (BC 040)	6,708,200	2,293,070	2,032,240	2,140,000	5,716,000	**18,889,510**
Sheriff Construction & Facility Development (Fund 14Q)	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000	**13,500,000**
Trial Courts Capital and Maintenance Projects (BC 080)	2,000,000	750,000	750,000	750,000	750,000	**5,000,000**
Animal Care Shelter (BC 024)	124,296	10,112	71,292	21,000	77,550	**304,250**
Total Transfers Out Appropriations	**11,532,496**	**5,753,182**	**5,553,532**	**5,611,000**	**9,243,550**	**37,693,760**
Total Appropriations	**171,897,785**	**154,033,186**	**73,934,559**	**17,285,000**	**17,090,550**	**434,241,081**

Countywide Capital Projects Non-General Fund (continued)

Revenue Sources						
Funding from Capital Projects General Fund (BC 036)	12,133,931	12,133,931	12,133,931	12,133,931	12,133,931	**60,669,655**
OCWR Net Importation Revenue Sharing (Fund 295)	5,516,800	11,347,850	11,688,634	12,039,593	12,401,028	**52,993,904**
Funding from Criminal Justice Facilities (Fund 104)	4,155,760	1,350,000	2,055,000	1,200,000	795,000	**9,555,760**
Funding from OC Cares Fund (Fund 12M)	3,000,000	31,400,000	34,301,064	0	0	**68,701,063**
Funding from Utilities - CUF Reserves (BC 040)	2,115,399	2,115,399	2,115,399	2,115,399	2,115,399	**10,576,995**
Total Revenue	**26,921,890**	**58,347,180**	**62,294,027**	**27,488,923**	**27,445,358**	**202,497,377**
Beginning Fund Balance Reserves	**284,132,598**	**139,156,703**	**43,470,696**	**31,830,164**	**42,034,087**	**284,132,598**
Increase/(Decrease) to Fund Balance Reserves	(144,975,896)	(95,686,006)	(11,640,532)	10,203,923	10,354,808	(231,743,704)
Closing Fund Balance Reserves	**139,156,703**	**43,470,696**	**31,830,164**	**42,034,087**	**52,388,894**	**52,388,894**

Notes:
[1] The above SFP requests do not commit the County for funding. The funding is committed through the annual budget process and the above information is subject to change at that time.
[2] Transfer In revenue from Criminal Justice Facilities, Fund 104, is restricted for Probation facilities projects.

Capital Projects – NCC Requests

The County monitors and strategizes for department-specific capital improvement projects that are significant in cost, have significant community impact, and/or have long-range impact on County government and the community. These projects are considered essential by departments and may require General Fund support if other funding sources are not available. The County Executive Office will work with departments to review and identify strategies and potential funding sources, other than NCC, for implementation of these projects.

The five-year capital projects cost summarized in this section include projects pertaining to OC Sheriff's Department ($111.0 million), Social Services Agency ($51.6 million), and Orange County Trial Courts ($20.0 million).

These projects (and any subsequently identified) will be evaluated for funding during the FY 2026-27 annual budget process. Project needs and related costs will be reviewed again during the next Strategic Financial Planning cycle which will begin in August 2026.

Countywide Capital Projects – NCC Requests

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
OC Sheriff's Department (OCSD)						
Intake Release Center						
ADA, Safety and Security Upgrades - Mod J & N	5,491,814	0	0	0	0	**5,491,814**
Air Handler Units Replacement	5,165,242	2,959,888	0	0	0	**8,125,130**
Safety and Security Upgrades to Booking Loop Cells	1,000,000	1,100,000	0	0	0	**2,100,000**
Sally Port Concealment Solar Panels	0	0	0	1,200,000	0	**1,200,000**
Central Men's Jail						
Roof Expansion - Recreation Area	3,595,887	0	0	0	0	**3,595,887**
Guard Screening Station in the Lobby	1,755,000	0	0	0	0	**1,755,000**
Building Roof Replacement	0	0	0	3,074,141	3,074,141	**6,148,282**
Overhaul of Freight Elevators	0	0	0	2,632,160	0	**2,632,160**
Warehouse Remodel	0	0	0	2,000,000	0	**2,000,000**
Central Women's Jail						
Building Roof Replacement	1,378,130	0	0	0	0	**1,378,130**
Theo Lacy Facility						
Replace Roof - Mods I & J	1,362,200	0	0	0	0	**1,362,200**
Replace Administration Building Roof	1,180,144	0	0	0	0	**1,180,144**
Replace Air Handler Units - Mods I & J Housing	0	0	2,000,000	0	0	**2,000,000**
Replace HVAC - Mods I & J	0	0	0	0	3,000,000	**3,000,000**
Replace Air Handler Units - Mods I & J Admin Building	0	0	0	392,530	2,302,545	**2,695,075**
Orange County Jail Facilities						
Jail Security Electronic Control Systems Upgrade	4,500,000	4,500,000	4,500,000	3,500,000	3,500,000	**20,500,000**
ADA Compliance Upgrades	1,368,561	1,702,272	1,982,464	0	0	**5,053,297**
James A. Musick Facility - Add Retaining Wall	220,000	2,420,000	0	0	0	**2,640,000**
Jail Hardening	0	0	1,071,102	1,072,135	0	**2,143,237**
Hazardous Material Abatement	0	0	0	1,576,951	0	**1,576,951**
OCSD Facilities Projects						
Headquarters Renovations and Hazardous Materials Abatement	4,759,667	0	4,759,667	0	0	**9,519,334**
Research & Development Office Renovation	4,000,000	0	0	0	0	**4,000,000**
Sandra Hutchens Regional Law Enforcement Training Center - Air Conditioner Replacement	2,500,000	0	0	0	0	**2,500,000**
Loma Ridge - Underground Storage Tank Replacement	821,000	7,065,000	0	0	0	**7,886,000**
Various Fire Systems Retrofit	0	5,000,000	3,000,000	0	0	**8,000,000**
OC Crime Lab - Renovate Forensic Areas	0	1,386,375	0	0	0	**1,386,375**
Replace HVAC Units at Multiple Facilities	0	0	0	0	1,081,500	**1,081,500**
OCSD NCC Request	**39,097,645**	**26,133,535**	**17,313,233**	**15,447,918**	**12,958,186**	**110,950,517**

Note: The above CIP information does not commit the County for funding. Funding is committed through the annual budget process and the above information is subject to change at that time.

Countywide Capital Projects – NCC Requests (Continued)

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Social Services Agency (SSA)						
Children Services Headquarters (Eckhoff)						
Fire Alarm Systems Upgrade	0	0	0	1,100,000	0	**1,100,000**
Facility Rehabilitation	0	0	700,000	5,000,000	0	**5,700,000**
Santa Ana Regional Center						
Facility Rehabilitation	8,000,000	5,500,000	5,500,000	8,000,000	1,500,000	**28,500,000**
Orangewood Children & Family Center						
Facility Rehabilitation	2,033,200	2,543,513	4,736,563	1,524,469	2,425,781	**13,263,526**
Tustin Facility Campus						
Facilities Rehabilitation	1,737,500	1,570,313	1,566,406	835,938	246,094	**5,956,251**
Walnut Facility						
Aging and Adult Services Center Exterior Painting	0	0	0	0	1,200,000	**1,200,000**
SSA Capital Projects Requests	**11,770,700**	**9,613,826**	**12,502,969**	**16,460,407**	**5,371,875**	**55,719,777**
SSA Revenue Offset	**460,000**	**920,000**	**920,000**	**920,000**	**920,000**	**4,140,000**
SSA NCC Request	**11,310,700**	**8,693,826**	**11,582,969**	**15,540,407**	**4,451,875**	**51,579,777**
Countywide Capital Projects						
Trial Courts Deferred Capital and Maintenance Projects	3,996,283	3,996,283	3,996,283	3,996,283	3,996,283	**19,981,415**
COC Bldg A & B - Restroom Upgrades	400,000	0	0	0	0	**400,000**
Countywide Capital Projects NCC Request	**4,396,283**	**3,996,283**	**3,996,283**	**3,996,283**	**3,996,283**	**20,381,415**
Total Expense:	**55,264,628**	**39,743,644**	**33,812,485**	**35,904,608**	**22,326,344**	**187,051,709**
Total Revenue:	**460,000**	**920,000**	**920,000**	**920,000**	**920,000**	**4,140,000**
Total NCC Request:	**54,804,628**	**38,823,644**	**32,892,485**	**34,984,608**	**21,406,344**	**182,911,709**

Note: The above CIP information does not commit the County for funding. Funding is committed through the annual budget process and the above information is subject to change at that time.

OC Sheriff's Department (OCSD) – Requests $111.0 million in General Fund over the five-year period for projects in excess of the NCC allocation to OCSD. Request of $76.6 million is for various renovations, repairs and replacements to ensure safety and reduce ongoing maintenance costs at the Intake Release Center, Central Men's Jail, Theo Lacy Facility, and Orange County jail facilities; $34.4 million is for various renovations, repairs and replacements to optimize space, ensure safety, and reduce ongoing maintenance costs at the Headquarters facility, Research & Development Office, the Sandra Hutchens Regional Law Enforcement Training Center, Loma Ridge Emergency Operations Center, and OC Crime Lab.

Social Services Agency (SSA) – Requests $51.6 million in General Fund to support projects totaling $55.7 million, with $4.1 million in identified funding over the five-year period. The Children Services Headquarters on Eckhoff requires $6.8 million for facility upgrades and safety improvements. The Santa Ana Regional Center requires $28.5 million for various safety upgrades and replacement of major components such as HVAC, electrical and roofing. The Orangewood Children & Family Center requires $13.3 million to address and comply with the Americans with Disabilities Act (ADA) standards in

providing access to all services and activities for all children, staff and clients. The other projects include $6.0 million for facilities rehabilitation at the Tustin Facility Campus and $1.2 million for exterior painting of the Aging Adults Services Center.

Orange County Trial Courts – The Lockyer-Isenberg Trial Court Funding Act of 1997, Assembly Bill 233 (AB 233), provided that the State of California assume fiscal responsibility for operations of all Orange County Trial Courts and required the County to contribute its share of costs. The Board approved the transfer of all Court facilities maintenance responsibilities from the County to the State, as required by the 2002 Trial Court Facilities Act, Senate Bill 1732 (SB 1732). In addition, SB 1732 required the County make County Facility Payments to the State for all Court facilities. By December 31, 2009, the County executed Transfer Agreements and Joint Occupancy Agreements for all Court facilities with the State. Most of these facilities are jointly occupied by the Courts and County. An additional $20.0 million in General Fund is requested over the five-year period for deferred capital and maintenance projects in excess of the NCC allocation of $3.8 million.

Capital Projects - Department Funded and Other Non-General Funds

Departments also plan for capital improvement projects that are significant for their ongoing operations for which there are dedicated revenue sources. This section includes capital improvement needs for OCSD, OC Community Resources (OC Animal Care, County Tidelands, Dana Point Harbor, OC Public Libraries and OC Parks), OCPW (CUF, OC Road, OC Flood), John Wayne Airport (JWA), and OC Waste & Recycling (OCWR). The five-year CIP for department funded and non-General Funds totals $1.8 billion, excluding Countywide Capital Projects Non-General Fund.

Summaries of these projects are provided by Program in the following pages. Project funding comes from local, state, and federal sources. These projects (and those subsequently identified) will be evaluated for funding during the FY 2026-27 annual budget process.

Program/Dept: **Public Protection / OC Sheriff's Department** Fund: **14Q**
Budget Control: **14Q – Sheriff-Coroner Construction & Facility Development**

OCSD five-year CIP is $13.5 million. Due to the age of the OCSD facilities, various renovations, repairs and replacements are needed to optimize space, ensure safety, and reduce ongoing maintenance costs. Funding for these projects is allocated from Fund 15D Countywide Capital Projects Non-General Fund.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Central Men's (CMJ) & Women's Jails (CWJ)						
Renovation of Attorney Bonds Booth Area (CMJ)	1,100,000	0	0	0	0	**1,100,000**
Laundry Guard Station Construction	0	571,000	0	0	0	**571,000**
Emergency Panic Alarms In Kitchens	0	295,000	0	0	0	**295,000**
Office Remodel - 2nd Floor	0	0	208,716	0	0	**208,716**
Install a New Joint Briefing Room	0	0	0	0	359,000	**359,000**
Overhaul of Elevator 3	0	0	0	255,473	0	**255,473**
Theo Lacy Facility						
Replace Central Plant Boiler	1,118,100	0	0	0	0	**1,118,100**
Central Plant Building A Roof Replacement	0	546,900	0	0	0	**546,900**
Building A Roof Replacement	0	527,569	0	0	0	**527,569**
Building C Roof Replacement	0	302,660	0	0	0	**302,660**
Barracks A-E Walkway	0	0	733,500	0	0	**733,500**
Parking Lot Repairs	0	0	346,876	0	0	**346,876**
Inmate Programs Building Roof Replacement	0	0	257,346	0	0	**257,346**
Deputy Work Station for Module Q	0	0	242,000	0	0	**242,000**
Back Parking Lot Security Improvements	0	0	0	950,000	0	**950,000**
Barracks A-H & IPB Energy Efficiency	0	0	0	311,400	0	**311,400**
Perimeter Security Enhancements	0	0	0	0	204,100	**204,100**
Brad Gates Building						
Brad Gates - Remodel 4th Floor Reception Areas	0	0	0	311,400	0	**311,400**
OC Crime Lab - Renovate Forensics Basement	0	0	0	305,827	0	**305,827**
OC Crime Lab - Refurbish Photo Lab & Processing Room	0	0	0	175,000	75,000	**250,000**
OC Crime Lab - Workspace Modernization	0	0	0	0	800,000	**800,000**
Other Facilities						
Loma Ridge - Roof Upgrade	450,000	0	0	0	0	**450,000**
Intake Release Center - Roof Replacement	0	424,971	0	0	0	**424,971**
Katella Training Facility - Carpet Replacement	0	0	445,352	0	0	**445,352**
Headquarters Tenant Improvements	0	0	434,310	0	0	**434,310**
Coroner - Training Facilitiy Roof Replacement	0	0	0	359,000	0	**359,000**
Southwest Admin & Special Investigations Bureau - Office Move/Buildout	0	0	0	0	900,000	**900,000**
Musick - Construct Exterior Kitchen Canopy	0	0	0	0	330,000	**330,000**
Other Deferred Maintenance, Projects & Contingencies	31,900	31,900	31,900	31,900	31,900	**159,500**
Total Expense:	**2,700,000**	**2,700,000**	**2,700,000**	**2,700,000**	**2,700,000**	**13,500,000**
Total Funding:	**2,700,000**	**2,700,000**	**2,700,000**	**2,700,000**	**2,700,000**	**13,500,000**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Community Services / OC Community Resources** Fund: **100**
Budget Control: **024 – OC Animal Care**

OC Animal Care's five-year CIP for the OC Animal Shelter is $1.8 million for interior remodel and HVAC replacement.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
OC Animal Shelter						
Interior Remodel	0	101,124	712,924	0	0	**814,048**
HVAC Replacement	0	0	0	210,000	775,500	**985,500**
Total Expense:	**0**	**101,124**	**712,924**	**210,000**	**775,500**	**1,799,548**
Total Funding:	**0**	**101,124**	**712,924**	**210,000**	**775,500**	**1,799,548**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Community Services / OC Community Resources** Fund: **106**
Budget Control: **106 – County Tidelands – Newport Bay**

OC Community Resources' (OCCR) five-year CIP for the County Tidelands – Newport Bay is $1.6 million for a patrol air conditioner replacement at Newport Harbor Bayside Beach.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Newport Harbor Bayside Beach						
Patrol Air Conditioner Replacement	1,595,000	0	0	0	0	**1,595,000**
Total Expense:	**1,595,000**	**0**	**0**	**0**	**0**	**1,595,000**
Total Funding:	**1,595,000**	**0**	**0**	**0**	**0**	**1,595,000**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Community Services / OC Community Resources** Fund: **108**
Budget Control: **108 – OC Dana Point Harbor**

OCCR's five-year CIP for Dana Point Harbor (DPH) is $2.1 million and includes relocating the existing outrigger at DPH to provide storage space, and repairs to the Cove Road slope to control corrosion. The OC Sailing and Events Center requires reconfiguration of the adjacent parking lots and amenities and rehabilitation of the floating docks.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Dana Point Harbor (DPH)						
Cove Road Cathodic Protection Repairs	755,000	0	0	0	0	**755,000**
Outrigger Relocation/Storage	105,000	265,000	0	0	0	**370,000**
OC Sailing & Events Center (OCSEC)						
Reconfigure Adjacent Parking Lots & Amenities	800,000	0	0	0	0	**800,000**
Rehabilitate Floating Docks	160,000	0	0	0	0	**160,000**
Total Expense:	**1,820,000**	**265,000**	**0**	**0**	**0**	**2,085,000**
Total Funding:	**1,820,000**	**265,000**	**0**	**0**	**0**	**2,085,000**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Community Services / OC Community Resources** Fund: **119**
Budget Control: **119 – OC Public Libraries - Capital**

OC Public Libraries' (OCPL) five-year CIP includes $30.9 million in various modernization and repair projects, such as roof replacements, HVAC system replacements and interior refurbishments.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Library Branches Projects						
Roof, HVAC and Building Automated System (BAS) Replacment and Tenant Enhancements at Multiple Locations	10,900,000	5,350,000	11,330,000	900,000	1,525,000	**30,005,000**
Roof and HVAC Replacement for Library Headquarters	0	900,000	0	0	0	**900,000**
Total Expense:	**10,900,000**	**6,250,000**	**11,330,000**	**900,000**	**1,525,000**	**30,905,000**
Total Funding:	**10,900,000**	**6,250,000**	**11,330,000**	**900,000**	**1,525,000**	**30,905,000**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Community Services / OC Community Resources** Fund: **406**
Budget Control: **406 – OC Parks Capital**

OC Parks' five-year CIP is $80.5 million and includes modifications, repairs, replacements and restorations at various parks, beaches and historic sites. Park projects total $56.0 million and include irrigation infrastructure replacement, roof replacements, drainage improvements, water line and crossing repairs and replacements, a new pickleball court and replacement of multiple restrooms. Beach projects total $10.6 million and include storm drain repairs, boardwalk replacement and restroom replacements. Historic Sites projects total $11.2 million and include restoration projects and HVAC and roof replacements. Other projects total $2.7 million and include EV charging stations for select parks, roof replacement at the Saddleback Gateway, and new fencing at the OC Zoo.



2025 Strategic Financial Plan *Capital Improvement Plan*

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Parks & Trails						
Irvine Regional Park	3,422,000	95,000	0	1,770,000	2,067,500	**7,354,500**
Yorba Regional Park	1,690,000	0	840,000	0	0	**2,530,000**
Ted Craig Regional Park	1,340,000	5,775,000	3,095,000	315,000	1,625,000	**12,150,000**
O'Neill Regional Park	496,000	1,070,000	0	0	0	**1,566,000**
Carbon Canyon Regional Park	350,000	1,155,000	1,960,000	0	0	**3,465,000**
Aliso and Wood Canyon Wilderness Park	340,000	0	0	0	0	**340,000**
Whiting Ranch Wilderness Park	278,000	0	0	0	0	**278,000**
Ronald Caspers Wilderness Park	240,000	2,622,000	0	0	0	**2,862,000**
Laguna Niguel Regional Park	0	4,305,000	1,245,000	1,570,000	1,530,000	**8,650,000**
Ralph B. Clark Regional Park	0	230,000	980,000	375,000	2,820,000	**4,405,000**
Irvine Ranch Open Space	0	180,000	1,440,000	6,890,000	0	**8,510,000**
William Mason Regional Park	0	0	260,000	660,000	1,960,000	**2,880,000**
Mile Square Regional Park	0	0	0	1,010,000	0	**1,010,000**
Beaches						
Salt Creek Beach	2,115,000	385,000	2,270,000	890,000	0	**5,660,000**
Dana Point Strands Beach	1,300,000	0	0	305,000	0	**1,605,000**
Capistrano Beach	200,000	2,680,000	250,000	100,000	100,000	**3,330,000**
Historic Sites						
Old County Courthouse	2,875,000	0	0	0	1,000,000	**3,875,000**
Heritage Hill Historical Park	490,000	0	0	0	0	**490,000**
Irvine Ranch Historic Park	320,000	2,070,000	0	0	1,130,000	**3,520,000**
Arden Modjeska Historic Park	0	1,535,000	0	0	0	**1,535,000**
Cooper Laboratory	0	0	0	0	1,835,000	**1,835,000**
Other Projects						
EV Charging Stations - Various Park Locations	200,000	200,000	200,000	200,000	200,000	**1,000,000**
Saddleback Gateway	0	0	0	0	1,170,000	**1,170,000**
Orange County Zoo	0	0	0	0	505,000	**505,000**
Total Expense:	**15,656,000**	**22,302,000**	**12,540,000**	**14,085,000**	**15,942,500**	**80,525,500**
Total Funding:	**15,656,000**	**22,302,000**	**12,540,000**	**14,085,000**	**15,942,500**	**80,525,500**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Infrastructure & Environmental / OC Public Works** Fund: **100**
Budget Control: **040 – Utilities**

OCPW CUF's five-year CIP is $18.9 million and includes various modifications, repairs and replacements needed to ensure safety as well as uninterrupted delivery of electrical, steam and chilled water supply to the Civic Center. These projects are funded through OCPW CUF utilities rates and Countywide Capital Projects Non-General Fund 15D.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Central Utility Facility						
Steam Line Leg 2 Replacement	3,500,000	0	0	0	0	**3,500,000**
Replace Natural Gas Compressors	1,674,200	0	0	0	0	**1,674,200**
Gas Turbine 101 Controls Upgrade	1,184,000	0	0	0	0	**1,184,000**
Construct New Storage Structure	250,000	0	0	0	0	**250,000**
Cooling Tower Foundation Modification	100,000	756,000	0	0	0	**856,000**
Switchgear & Intake Release Center's Electrical Meter	0	660,000	0	0	0	**660,000**
Metering Upgrade for CUF Customer Buildings	0	425,000	0	0	0	**425,000**
Automatic Transfer Switch Motor Control Centers (MCC)-A Replacement	0	151,000	0	0	0	**151,000**
Automatic Transfer Switch MCC-B Replacement	0	151,000	0	0	0	**151,000**
Turbine Hall Equipment Upgrades	0	150,070	0	0	0	**150,070**
Clarifier Modification	0	0	690,000	0	0	**690,000**
Low Temp Tank Removal	0	0	414,000	0	0	**414,000**
Chiller Haul Roof Replacement	0	0	394,800	0	0	**394,800**
HVAC Unit Upgrades	0	0	288,000	0	0	**288,000**
Cooling Tower Demister Replacement and Modification	0	0	245,440	0	0	**245,440**
Emergency Diesel Generator Replacement	0	0		1,560,000	0	**1,560,000**
Old County Courthouse - Line Replacement	0	0	0	400,000	4,880,000	**5,280,000**
Gas Turbine Fuel Modifications	0	0	0	180,000	0	**180,000**
Underground Diesel Fuel Tank Replacements	0	0	0	0	836,000	**836,000**
Total Expense:	**6,708,200**	**2,293,070**	**2,032,240**	**2,140,000**	**5,716,000**	**18,889,510**
Total Funding:	**6,708,200**	**2,293,070**	**2,032,240**	**2,140,000**	**5,716,000**	**18,889,510**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Infrastructure & Environmental / OC Public Works** Fund: **174**
Budget Control: **174 – OC Road - Capital Improvement Projects**

OC Road's five-year CIP is $346.3 million and includes bridge replacements, construction of paved bikeways, extensions and repairs to roadways, sidewalks, and drainage, and replacement of traffic signal hardware, among other various upgrades and repairs. The projects are needed to enhance safety and mobility and to comply with ADA standards.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Bikeway Projects						
OC Loop Segment O, P, Q Coyote Creek Bikeway	68,320,000	2,060,000	2,060,000	0	0	**72,440,000**
Bridge Projects						
Trabuco Canyon Bridge Replacement	13,195,000	35,000	0	0	0	**13,230,000**
Silverado Canyon Road Bridge Replacements	8,623,000	1,215,000	0	0	0	**9,838,000**
Brea Canyon Channel Bridge Maintenance	3,529,000	0	0	0	0	**3,529,000**
Modjeska Canyon Road Bridge Retrofit	220,000	2,050,000	0	0	0	**2,270,000**
Road, Drainage, and Other Projects						
Santa Clara Avenue and Yorba Street Improvements	9,250,000	50,000	0	0	0	**9,300,000**
Trabuco Creek Road Stabilization	8,700,000	0	0	0	0	**8,700,000**
Crawford Canyon Road Sidewalk Extension (Phase II)	4,644,000	599,500	0	0	0	**5,243,500**
Costa Mesa Island Active Transportation Improvements	2,185,000	240,000	0	0	0	**2,425,000**
Antonio Parkway Gateway Improvements	1,965,000	0	0	0	0	**1,965,000**
Barrett Lane Drainage and Sidewalk Improvements	1,815,000	0	0	0	0	**1,815,000**
Collins Yard - Utility Undergrounding	1,480,000	0	0	0	0	**1,480,000**
Modjeska Road Drainage and Road Improvements	1,280,000	0	0	0	0	**1,280,000**
Traffic Signal Upgrades Esperanza Rd. at Fairlynn Blvd.	595,000	0	0	0	0	**595,000**
Annual Road Projects	500,000	500,000	250,000	250,000	250,000	**1,750,000**
El Toro Road Corridor Improvements	490,000	1,970,000	11,000,000	0	0	**13,460,000**
Silverado Canyon Road Guardrail Project	450,000	4,220,000	0	0	0	**4,670,000**
Panorama Heights Drainage and Road Improvements	424,000	18,010,000	1,106,000	0	0	**19,540,000**
Browning Avenue Drainage Improvements	170,000	380,000	6,355,000	0	0	**6,905,000**
Prospect Avenue Drainage and Sidewalk Improvements	50,000	4,050,000	0	0	0	**4,100,000**
Signalized Intersection Systemic Safety Improvements	5,000	5,000	1,154,000	0	0	**1,164,000**
Santiago Canyon Road Corridor Improvements	0	555,000	2,350,000	23,525,000	0	**26,430,000**
Fairhaven Avenue, Road and Drainage Improvements	0	0	0	135,000	48,000	**183,000**
Los Patrones Parkway						
Los Patrones Parkway Safety Improvement Project	7,983,750	200,000	0	0	0	**8,183,750**
Los Patrones Parkway Extension	340,000	740,000	0	50,000,000	50,000,000	**101,080,000**
Accessibility Improvements						
Santiago Creek Island Improvements	2,155,000	0	0	0	0	**2,155,000**
El Modena Island Accessibility Improvements-Phase 1	340,000	485,000	4,610,000	0	0	**5,435,000**
Rossmoor Island Accessibility Improvements-Phase 1	0	915,000	415,000	9,315,000	0	**10,645,000**
Skyline Drive Accessibility Improvements	0	850,000	5,650,000	0	0	**6,500,000**
Total Expense:	**138,708,750**	**39,129,500**	**34,950,000**	**83,225,000**	**50,298,000**	**346,311,250**
Total Funding:	**138,708,750**	**39,129,500**	**34,950,000**	**83,225,000**	**50,298,000**	**346,311,250**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Infrastructure & Environmental / OC Public Works** Fund: **401**
Budget Control: **401 – OC Flood - Capital Improvement Projects**

OC Flood's five-year CIP is $239.3 million and includes improvements needed for flood channels to withstand a 100-year storm event, improvements to segments that are hydraulically deficient, replacement of existing corroded sheet piles, reconstruction of channel to original grade, and widening portions of the channel to create additional habitat area.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Flood Channel & Flood Control Projects						
Flood Channel Annual Repair Projects	5,000,000	5,000,000	5,000,000	2,000,000	2,000,000	**19,000,000**
Bolsa Bay Outlet Flood Control Improvements	3,650,000	2,120,000	39,585,000	1,100,000	0	**46,455,000**
San Juan Creek Channel	3,370,000	32,936,000	1,576,600	22,048,000	30,122,000	**90,052,600**
East Garden Grove Wintersburg Channel	2,150,000	30,100,000	19,300,000	15,300,000	1,541,000	**68,391,000**
Santa Ana-Delhi Channel	961,000	10,000	0	0	0	**971,000**
Fullerton Creek Channel	447,000	394,000	12,561,000	0	0	**13,402,000**
Santa Ana River Reach 5 Levee Height Correction	200,000	0	0	0	0	**200,000**
Carbon Creek Channel	0	0	0	350,000	515,000	**865,000**
Total Expense:	**15,778,000**	**70,560,000**	**78,022,600**	**40,798,000**	**34,178,000**	**239,336,600**
Total Funding:	**15,778,000**	**70,560,000**	**78,022,600**	**40,798,000**	**34,178,000**	**239,336,600**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Infrastructure & Environmental / John Wayne Airport** Fund: **281**
Budget Control: **281 – Airport Construction Fund**

JWA's five-year CIP is $662.6 million and includes replacements and repairs to the airport terminals, runways and taxiways, apron facilities, airport parking lots and structures, and enhancement of drainage control infrastructure.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Airport Airfield Projects						
Taxiways A, D, and E Reconstruction	41,650,000	13,200,000	0	0	0	**54,850,000**
Airfield Asphalt Pavement Improvements	4,354,000	0	0	0	0	**4,354,000**
Aircraft Rescue & Fire Fighting Stormwater and Material Storage Improvements	2,123,000	0	0	0	0	**2,123,000**
Pavement Marking Improvements	1,578,000	0	0	0	0	**1,578,000**
Runway 2L/20R Rehabilitation	1,214,050	7,276,700	17,863,180	0	0	**26,353,930**
Taxiway B Widening - West Infield Restricted Access Road Relocation	565,000	6,838,000	141,000	0	0	**7,544,000**

2025 Strategic Financial Plan — Capital Improvement Plan

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Airport Terminal Projects						
Facilities Security Improvements	12,465,630	26,340,380	0	0	0	**38,806,010**
Vertical Conveyance Systems Improvements - Phase 2	8,974,700	9,055,610	0	0	0	**18,030,310**
Common Use Passenger Processing System Upgrades	7,274,800	0	0	0	0	**7,274,800**
Airport Access Control System Improvements	3,857,340	7,055,670	160,000	0	0	**11,073,010**
Terminal Grease Interceptor Replacement and Improvement	3,791,310	762,660	0	0	0	**4,553,970**
Terminals A and B Baggage Handling System Improvements - Phase 3	1,004,000	9,788,690	44,853,160	54,480,070	381,300	**110,507,220**
Concessions Infrastructure - Phase 2	223,000	0	0	0	0	**223,000**
Vertical Conveyance Systems Improvements - Phases 3 and 4	0	1,477,940	21,569,630	25,787,770	2,527,470	**51,362,810**
Terminal Seating and Flooring Replacement	0	1,390,000	5,519,000	0	0	**6,909,000**
Facility Accessibility Improvements - Phase 3	0	0	0	0	43,374,000	**43,374,000**
Terminal Roof and Covered Walkway Replacement	0	0	0	0	28,133,690	**28,133,690**
Terminal Accessibility Improvements	0	0	0	0	453,000	**453,000**
Apron Projects						
Commercial Ramp Stormwater Treatment Improvements	11,322,000	5,722,000	0	0	0	**17,044,000**
Commercial Ramp Ground Service Equipment Electric Vehicle Upgrades - Phase 2	4,361,260	1,941,250	0	0	0	**6,302,510**
Terminal Apron Improvements - Biffy Dump Redesign	693,590	5,598,650	5,497,630	0	0	**11,789,870**
Terminal Apron Improvements - Apron Panel Rehabilitation	601,000	1,858,000	21,740,000	12,181,000	0	**36,380,000**
Parking Lots						
Main Street Parking Lot Improvement and EV Charging Implementation	1,450,500	0	0	0	0	**1,450,500**
Main Street Parking Lot Improvement - Phase 2	1,109,500	0	0	0	0	**1,109,500**
Parking Access Revenue Control Systems Replacement	664,000	7,173,740	155,000	0	0	**7,992,740**
Parking Structure Assessment and Repair/Remediation - Phase 3	0	0	0	0	7,688,000	**7,688,000**
Other Projects						
Power Generation & Distribution Upgrades	38,820,030	35,254,440	28,015,350	27,406,040	1,535,620	**131,031,480**
Perimeter Fence Security Enhancement - Phase 3	9,696,340	6,077,900	0	0	0	**15,774,240**
South Fuel Farm and Maintenance Yard Stormwater Management Improvements	161,000	1,530,500	6,682,500	110,000	0	**8,484,000**
Total Expense:	**157,954,050**	**148,342,130**	**152,196,450**	**119,964,880**	**84,093,080**	**662,550,590**
Total Funding:	**157,954,050**	**148,342,130**	**152,196,450**	**119,964,880**	**84,093,080**	**662,550,590**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Program/Dept: **Infrastructure & Environmental / OC Waste & Recycling** Fund: **273**
Budget Control: **273 – OCWR Capital Project Fund**

OCWR's five-year CIP is $436.7 million and includes repairs to landfill roads, expansions of landfill disposal areas which include protective liners, installation of leachate collection systems, landfill gas collection and facility drainage control. Other projects include various technologies for processing organic materials such as installing Covered Aerated Static Pile systems that will increase the compost output, and a new Household Hazardous Waste Collection Center in the City of Irvine to comply with the Household Hazardous Waste Element of the County's Solid Waste Disposal Plan.

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Olinda Alpha Landfill (OAL) Projects						
Leachate Panel Access Road Paving	1,500,000	0	0	0	0	**1,500,000**
Materials Recovery Facility Awnings	500,000	0	0	0	0	**500,000**
Frank R. Bowerman (FRB) Landfill Projects						
East Drainage Remediation	25,000,000	5,000,000	0	0	0	**30,000,000**
Phase VIII-A2 Groundwater Protection & Stockpile	21,000,000	3,000,000	0	0	0	**24,000,000**
Sewer Line & Water Treatment System	10,000,000	0	0	0	0	**10,000,000**
Infrastructure Expansion	3,000,000	0	0	0	0	**3,000,000**
Landfill Gas Probe Expansion	0	0	600,000	0	0	**600,000**
Prima Deshecha Landfill Projects						
Renewable Energy Power Upgrade	4,000,000	25,715,000	47,500,000	10,926,500	0	**88,141,500**
Infrastructure Expansion Phase II Project	3,900,000	3,900,000	0	0	0	**7,800,000**
Zone 4 Phase A Main Gas Line	2,500,000	500,000	0	0	0	**3,000,000**
Flare Installation	2,000,000	0	0	0	0	**2,000,000**
Zone 4 Phase A Mass Excavation and Ground Water Protection	1,000,000	0	0	0	0	**1,000,000**
Zone 4 Phase B Mass Excavation & Liner	0	68,000,000	70,000,000	30,000,000	0	**168,000,000**
Resource Recovery Facility	0	0	2,850,000	3,350,000	0	**6,200,000**
Organics Management Projects						
Organics Phase IB - Prima Capistrano Greenery	17,000,000	10,000,000	0	0	0	**27,000,000**
Organics Phase IC - FRB Bee Canyon Greenery	5,000,000	15,000,000	0	0	0	**20,000,000**
Organics Phase II - FRB Source Separated Organics	0	16,000,000	13,000,000	0	0	**29,000,000**
Organics Phase IB - Olinda Valencia Greenery	0	0	0	0	8,000,000	**8,000,000**
OCWR Projects						
Household Hazardous Waste Center in Irvine	7,000,000	0	0	0	0	**7,000,000**
Total Expense:	**103,400,000**	**147,115,000**	**133,950,000**	**44,276,500**	**8,000,000**	**436,741,500**
Total Funding:	**103,400,000**	**147,115,000**	**133,950,000**	**44,276,500**	**8,000,000**	**436,741,500**
Balance*:	**0**	**0**	**0**	**0**	**0**	**0**

*Note: Balance is funded by NCC or Fund Balance.

Summary of Countywide Capital Projects

15D Countywide and Non-General Funds Capital Projects

Summary of Countywide Capital Projects	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
General Fund - Capital Projects						
Expense Total	171,897,785	154,134,310	74,647,483	17,495,000	17,866,050	**436,040,629**
Revenue Total	159,763,854	142,000,379	62,513,552	5,361,069	5,732,119	**375,370,974**
Net County Cost	**12,133,931**	**12,133,931**	**12,133,931**	**12,133,931**	**12,133,931**	**60,669,655**
Non-General Funds - Capital Projects						
Expense Total	445,811,800	433,963,630	422,989,050	303,249,380	194,036,580	**1,800,050,440**
Revenue Total	445,811,800	433,963,630	422,989,050	303,249,380	194,036,580	**1,800,050,440**
Balance	**0**	**0**	**0**	**0**	**0**	**0**
Total County Expense Total	**617,709,585**	**588,097,940**	**497,636,533**	**320,744,380**	**211,902,630**	**2,236,091,069**
Total County Revenue Total	**605,575,654**	**575,964,009**	**485,502,602**	**308,610,449**	**199,768,699**	**2,175,421,414**
Total County Balance	**12,133,931**	**12,133,931**	**12,133,931**	**12,133,931**	**12,133,931**	**60,669,655**

NCC Capital Project Requests

Summary of Countywide Capital Projects - NCC Request	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Expense Total	55,264,628	39,743,644	33,812,485	35,904,608	22,326,344	**187,051,709**
Revenue Total	460,000	920,000	920,000	920,000	920,000	**4,140,000**
Total County Balance	**54,804,628**	**38,823,644**	**32,892,485**	**34,984,608**	**21,406,344**	**182,911,709**

Note: The table above represents capital projects that do not have identified funding sources. The County Executive Office will work with departments to review and identify strategies and potential funding sources, other than NCC, for implementation of these projects.

Five-Year Information Technology Plan

Introduction

The five-year Information Technology (IT) Plan is a compilation of significant IT projects and is divided into two sections. For the purposes of the SFP, the first section focuses on projects funded by the General Fund Data Systems Development Projects, Budget Control 038, through Countywide IT Projects Non-General Fund 15I and the second section focuses on IT projects with no identified funding.

The IT Plan serves as an assessment tool to assist in the evaluation of funding commitments, as well as potential project overlap. Moreover, the plan provides a roadmap for future IT projects while maintaining long-term financial stability. The assessment is an ongoing process influenced by many changing factors such as service needs, available resources, Board priorities, legal mandates, age and condition of existing IT infrastructure, and considerations for changes in technology and IT data security.

The five-year IT Plan provides information about IT projects in excess of $150,000 per project. The IT plan is not a budget document, but rather a planning tool to be used in conjunction with the budget development process for FY 2026-27 through FY 2030-31.

The County has an established IT Governance Policy to ensure alignment of IT strategies and planned expenditures with the County's strategic objectives. Compliant with this policy, all new IT projects costing $150,000 or more are to be reviewed and approved by the County's IT Investment Review Committee and the IT Executive Council prior to inclusion in the following year's budget requests.

This document is updated annually to reflect the changing needs and fiscal outlook of the County.

IT Projects – Countywide IT Projects Non-General Fund 15I

The Net County Cost (NCC) limit for Data Systems Development Projects is set at $4.0 million for each fiscal year of the five-year plan, which is transferred to the Countywide IT Projects Non-General Fund. This NCC along with other funding sources provide potential funding for the IT project requests included in this SFP. As of October 31, 2025,

appropriations in the IT Projects Non-General Fund total $74.8 million for FY 2025-26. This includes allocation for various significant countywide IT projects currently underway. The closing fund balance reserve line in the table below includes funding for IT projects that are in the planning phase. Funds will be appropriated for use as more projects are reviewed and approved. The five-year IT projects' costs summarized in the Countywide IT Projects Non-General Fund includes $41.0 million in appropriations. This is funded by $20.0 million in transfers from General Fund and $21.0 million decrease to reserves held for IT projects.

These IT projects (and those subsequently identified) will be evaluated for funding during the FY 2026-27 annual budget development process. Project needs and related costs are reviewed again during the next SFP cycle which will begin in August 2026.

IT Project Proposal Summary

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
Appropriations						
BC 026 - OC District Attorney (OCDA)						
C Case Management System	1,559,613	1,662,325	266,280	0	0	**3,488,218**
BC 003 - Auditor-Controller (A-C)						
N Property Tax System (PTS) Upgrade	650,000	0	0	0	0	**650,000**
C Enterprise Resource Planning System (CAPS+ Replacement)	31,691,018	3,000,000	0	0	0	**34,691,018**
Fund 15I - Countywide IT Projects Non-General Fund						
C Voice Over Internet Protocol (VOIP) Migration to Cloud	2,227,485	0	0	0	0	**2,227,485**
Total Appropriations:	**36,128,116**	**4,662,325**	**266,280**	**0**	**0**	**41,056,721**
Revenue Sources						
Funding from IT Projects General Fund (BC 038)	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	**20,000,000**
Total Revenue:	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**20,000,000**
Beginning Fund Balance Reserves:	**32,799,844**	**671,728**	**9,403**	**3,743,123**	**7,743,123**	**32,799,844**
Inc/(Dec) to Fund Balance Reserves:	(32,128,116)	(662,325)	3,733,720	4,000,000	4,000,000	**(21,056,721)**
Closing Fund Balance Reserves:	**671,728**	**9,403**	**3,743,123**	**7,743,123**	**11,743,123**	**11,743,123**

Legend: C = Continuing IT Project, N = New IT Project

Note: The above SFP requests do not commit the County to funding. The funding is committed through the annual budget process and the above information is subject to change at that time.

- **Case Management System (CMS)** – OCDA is in process of replacing its current CMS. Replacement would include new features and functions such as improved productivity and reliability and a more user friendly, stable, resilient, and modern system to securely maintain and preserve all OCDA case files. The new CMS would utilize an updated computer language framework which would improve staff efficiency and further business continuity. The project is expected to begin in FY 2025-26. Remaining implementation costs are estimated at $3.5 million, and this project would be completed in FY 2028-29. Annual ongoing costs are estimated at $1.1 million and would be funded from OCDA, Budget Control 026.

- **Property Tax System (PTS) Upgrade** – A-C proposes upgrading the County's PTS to implement a suitable tool to process the apportion of property taxes and special assessments to the County, cities, school districts, community colleges, redevelopment trust funds, and special districts. This project is in the early planning stages and a technological analysis of the current PTS version, including system design and report development, would be completed in FY 2026-27, if funding were available. The analysis, system design and report development costs are estimated at $650 thousand, and the report would serve as the road map for the PTS upgrade. The PTS upgrade project implementation timeline and cost is yet to be determined.

- **Enterprise Resource Planning System (CAPS+ Replacement)** – A-C executed a contract with Deloitte Consulting LLC for an integrated Enterprise Resource Planning (ERP) Software-as-a-Service system to replace the County's financial, procurement, human resources, and payroll information system, collectively known as the County-wide Accounting and Personnel System+ (CAPS+). The new ERP system will consolidate 20 separate County systems into an integrated solution and will improve efficiency, increase automation, and enhance internal controls and collaboration between County functions. Implementation began in FY 2024-25 and is anticipated to be completed in FY 2027-28. Implementation costs are estimated at $93.5 million, and CAPS Program, Budget Control 014, would charge $4.0 million annual ongoing costs to users beginning in FY 2028-29. Approximately $18.0M in funding remains to be identified as shown in the NCC Requests table below.

- **Voice Over Internet Protocol (VOIP) Migration to Cloud Service** – OCIT will transition County traditional desk phones to a cloud-based voice solution. This project will provide flexibility in adjusting the County’s communication resources as needs change. The cloud-based VOIP solutions will enhance reliability including automatic maintenance updates and security to safeguard data and communication. The project is expected to begin in FY 2025-26 and will be implemented to County departments in three phases over an 18 to 24 month period. Remaining implementation costs are estimated at $2.2 million. This project is anticipated to provide departments a cost avoidance of approximately $1.9 million over a five year period beginning in FY 2026-27. Annual ongoing costs of $1.0 million will be billed to users beginning in FY 2027-28.

IT Projects – NCC Requests

The County monitors and strategizes for department-specific IT projects that are significant in cost, may have significant community impact, or may have long-range impact on the County and the community. These projects are considered essential by departments and may require General Fund support if other funding sources are not available. The County Executive Office will work with departments to review and identify strategies and potential funding sources, other than NCC, for implementation of these projects.

Departments are requesting $62.6 million in General Fund support for IT projects which are summarized in the section below.

These projects (and any subsequently identified) will be evaluated for funding during the FY 2026-27 annual budget process. Project needs and related costs will be reviewed again during the next Strategic Financial Planning cycle which will begin in August 2026.

IT Project Proposal Summary
NCC Requests

Description	FY 26-27 Forecast	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast	SFP Total Forecast
OC Sheriff's Department (OCSD)						
Crime Lab Network Infrastructure	3,500,000	3,000,000	0	0	0	**6,500,000**
Inmate Commissary System	375,000	0	0	0	0	**375,000**
Coroner Management Solutions	2,500,000	0	0	0	0	**2,500,000**
Computer Aided Dispatch and Records Management System	2,000,000	0	0	0	0	**2,000,000**
Artificial Intelligence Solutions	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	**10,000,000**
Investigative Technology Solutions	2,000,000	0	0	0	0	**2,000,000**
Health Care Agency (HCA)						
Environmental Health Data Management System	0	2,278,286	0	0	0	**2,278,286**
Correctional Health Services Electronic Health Records	2,810,000	0	0	0	0	**2,810,000**
Auditor-Controller (A-C)						
Enterprise Resource Planning System (CAPS+ Replacement)	1,034,613	16,943,685	0	0	0	**17,978,298**
Countywide IT Projects Non-General Fund						
Data Classification Platform	2,500,000	3,350,000	4,150,000	0	0	**10,000,000**
Endpoint Management Platform	925,000	800,000	800,000	0	0	**2,525,000**
Enterprise Remote Control Software	475,000	350,000	350,000	0	0	**1,175,000**
Copper to Fiber Optic Cabling	500,000	500,000	500,000	500,000	500,000	**2,500,000**
Total Expense:	**20,619,613**	**29,221,971**	**7,800,000**	**2,500,000**	**2,500,000**	**62,641,584**
Total Revenue:	0	0	0	0	0	**0**
Total NCC Request:	**20,619,613**	**29,221,971**	**7,800,000**	**2,500,000**	**2,500,000**	**62,641,584**

Note: The above SFP requests do not commit the County to funding.

- **Crime Lab Network Infrastructure** – OCSD proposes to upgrade its existing systems and migrate the Crime Lab's network infrastructure, which is currently on a separate network, to OCSD's network to enhance performance and security. Transiting networks will include the reconfiguration of hardware, transfer of data, and re-establishment of network services. The scope encompasses detailed planning and execution of the migration process, including assessing the current network, selecting and setting up new hardware and software, performing data backups, and ensuring minimal disruption to operations. Total costs are estimated at $6.5 million and funding for project implementation cost has not been identified.

- **Inmate Commissary System** – OCSD proposes to update its commissary system used within the County's correctional facilities to streamline the management of inmate accounts, orders, and inventory to increase efficiencies for users. The replacement project will introduce advanced features such as automated order processing, real-time inventory tracking, and secure payment options, which will reduce manual processes, minimize errors, and improve overall operational efficiency. Total project implementation costs are estimated at $2.5 million with $2.1 million funded by OCSD from the Jail Commissary Fund 143 and $375 thousand in funding remaining to be identified.

- **Coroner Management Solutions** – OCSD proposes to update its case management and record system for the Coroner Division. The new solution will include advanced capabilities such as digital case management, automated reporting, and improved data integration with other County systems. The project will streamline the processes involved in managing coroner cases from initial reports to final documentation, ensuring accuracy, efficiency, and compliance with regulatory standards. This upgrade is essential to support the increasing volume of cases and to enhance the overall effectiveness of the Coroner Division. Total costs are estimated at $2.5 million and funding for project implementation cost has not been identified.

- **Computer Aided Dispatch and Records Management System** – OCSD proposes to implement a new initiative aimed at implementing a modern, integrated system to enhance the efficiency and effectiveness of emergency response and records management across the County's public safety agencies, such as OC Fire Authority, city police departments, and federal agencies. The new system will streamline the dispatching process, improve communication between units, and centralize the management of critical incident and records data. Total implementation costs are estimated at $2.0 million and funding has not been identified.

- **Artificial Intelligence (AI) Solutions** – OCSD proposes to implement a new initiative focusing on leveraging AI technology to enhance public safety operations across the County. The project aims to implement AI-driven systems that can assist in predictive policing, crime pattern recognition, real-time threat analysis, and resource allocation. These AI tools will be integrated into existing law enforcement workflows to provide actionable insights, automate routine tasks, and improve decision-making processes. Total costs are estimated at $10.0 million and funding for project implementation cost has not been identified.

- **Investigative Technology Solutions** – OCSD proposes to implement a new solution to modernize the County's investigative capabilities by integrating data analysis and digital evidence management systems. This initiative will involve the deployment of cutting-edge technology solutions to collect, store, and analyze data from various sources, including surveillance footage, digital devices, and online platforms. The new system will support complex investigations by enabling cross-referencing of data, automated pattern recognition, and secure management of digital evidence, ensuring compliance with legal and regulatory standards. Total implementation costs are estimated at $2.0 million, and funding has not been identified.

- **Environmental Health Data Management System** – HCA plans to implement a new database for Environmental Health that would provide streamlined workflows for more efficient inspections, cloud-based data with platform agnostic capability, customizable reports, data transparency, appropriate fee collection, and offer a range of dashboards for customers, staff and the public to conduct county business with ease. In addition, this new database system would provide data interface with other County and HCA-approved software to provide for better output reporting to County end-users and stakeholders with access to data, information, and reporting that provides transparency. Total implementation costs are estimated at $5.9 million with $3.6 million funded by HCA Environmental Health fees and $2.3 million in funding remaining to be identified. Annual ongoing costs are estimated at $757 thousand and would be funded by Environmental Health fees from HCA, Budget Control 042.

- **Correctional Health Electronic Health Records –** HCA proposes to replace the existing electronic health records system with a more modern system for the Correctional Health Services program. This new system would provide superior capability in the management of patient health information, enhance clinical efficiency, improve patient care, enhance security and interoperability, ensure clinical regulatory compliance, support a variety of interfaces and integrations with third party

medical devices and support and enhance the efficiency of our operations. Total costs are estimated at $2.8 million and funding for project implementation cost has not been identified.

- **Data Classification Platform** – OCIT proposes to implement a large-scale data governance tool for data classification. This project would establish a new cybersecurity platform for data classification and security to analyze data from various sources and determine sensitivity, type, and compliance with the various County requirements for data and accessibility. The project proposal includes the acquisition of a cloud-service solution to assist all participating departments with deploying the solution and scanning and classifying existing data. Total costs are estimated at $10.0 million and funding for project implementation cost has not been identified.

- **Endpoint Management Platform** – OCIT proposes to implement an enterprise-grade platform to secure and administer devices connected to the network by improving IT efficiency, standardizing support across departments, and enhancing cybersecurity. The project would centralize endpoint visibility, automate asset discovery, streamline computer and software deployments, and deliver real-time threat detection across managed and shared services. The solution unifies management across platforms, strengthens patch compliance, and provides accurate asset inventories for improved lifecycle and procurement planning to drive operational consistency countywide. Total costs are estimated at $2.5 million and funding for project implementation cost has not been identified.

- **Enterprise Remote Control Software** – OCIT proposes to implement a centralized remote support platform for internal IT and managed shared service vendors. The new project would create centralized control, visibility, and security features required for a modern, enterprise-grade support environment. The solution would strengthen cybersecurity through session logging, access controls, and detailed auditing integrated with the County's Security Information and Event Management (SIEM). It would standardize support practices across departments, improve accountability, and ensure compliance with internal and external requirements. Total costs are estimated at $1.2 million and funding for project implementation cost has not been identified.

- **Copper to Fiber Optic Cabling** – OCIT proposes to transition legacy copper wiring to more advanced and reliable wiring solutions to help reduce connectivity issues, enhance higher bandwidth and faster data transmission speeds. Total costs are estimated at $2.5 million and funding for project implementation cost has not been identified.

COUNTY OF ORANGE
CALIFORNIA

Strategic Priorities

One of the primary functions of the Strategic Financial Plan (SFP) is identification of major programmatic and infrastructure-related initiatives which are not currently addressed in the baseline operations of the County's departments, or which have high community awareness. These initiatives are referred to as Strategic Priorities and may include existing programs, new programs, program expansion, innovative partnerships with the community, new facilities, and major technology enhancements. As a companion to Strategic Priorities, the County Executive Office developed a sub-category, referred to as Emerging Initiatives, for requests that require additional information and analysis related to scope, timing, or funding requirements before being presented as Strategic Priorities.

Strategic Priorities submissions are characterized by the following basic criteria:

- **Significant in Cost Impact** – items at or exceeding $1 million in any one year, particularly those that would require County General Purpose Revenue (Net County Cost)
- **Of Community Awareness** – items that have or may have significant community impact
- **Measurable Outcomes** – measurable results have been identified so items can be evaluated from time to time on the basis of objective results
- **Personnel Impact** – may impact current work activities and/or require new positions
- **Efficient** – achieves the desired results in a sensible and cost-effective manner
- **Strategic** – may have a long-range impact on County government and the community it serves

The process of identifying Strategic Priorities involves the County's Department Heads, their staff, the County Executive Office and the Board. Departments submitted 19 Strategic Priorities (Priorities), and it was determined that 14 more closely fit the definition of Emerging Initiatives. The remaining five Priorities, three of which are continuing priorities and two are new, represent a total Net County Cost (NCC) of $12.4 million over the first five years with an aggregate ten-year NCC estimated to be $22.8 million. All Priorities are standardized into a ten-point format designed to capture all significant and relevant factors considered when making funding recommendations.

The primary focus of the SFP is on programs and resources funded from General Purpose Revenues (NCC); however, some Strategic Priorities may be funded from dedicated revenue sources (e.g. State and Federal grants). The County Executive Office will work with departments to review and identify strategies and potential funding sources, other than NCC, for implementation of the priorities. At this time, no funding is recommended

for implementation of Strategic Priorities. Any funding of Strategic Priorities will be recommended as part of the FY 2026-27 budget process due to increasing ongoing operating costs beyond General Purpose Revenue growth and the need to maintain department current levels of service to the community to the extent possible.

The following have been identified as Emerging Initiatives and the County Executive Office will work with the respective departments to review and refine the requests and identify strategies and possible funding sources, other than NCC, for potential future inclusion as Strategic Priorities:

OC Sheriff's Department (OCSD)

- Expand OCSD Staffing – Request for additional staffing to address anticipated increasing workload in the Coroner Division, OC Crime Lab, Patrol Operations, Professional Standards, Records, Special Services, Research and Development, and the Theo Lacy Facility.
- New Jail Complex – Request for additional resources to construct a new jail complex to replace the existing Central Men's Jail and Central Women's Jail buildings.
- New Records Storage Location – Request for a new open warehouse building within the secure perimeter of the James A. Musick Facility to store property, records, and evidence for OCSD.
- Southeast Operations New Location – Request for a new location for the Sheriff Station serving the residents of Lake Forest, Mission Viejo, Rancho Santa Margarita, and Southeast unincorporated communities.
- Patrol Vehicle Technology Modernization – Request to update the technology systems within the OCSD's fleet of police vehicles to ensure they are equipped with the latest advancements in public safety technology.

Health Care Agency

- Federal Directive to End Homelessness – Request for additional staffing in anticipation of potential impacts to Behavioral Health Services, Correctional Health Services, and Public Guardian as a result of increased involuntary institutionalization and conservatorship due to new mandates for individuals with serious mental illness or substance use disorders required to participate in treatment as a condition of receiving housing assistance.
- Expand Medical Services for Indigents – Request for additional staffing and resources for the Medical Safety Net program should the eligible population expand significantly due to recent state and federal changes, such as AB 116 (Health Omnibus Trailer Bill) and H.R.1 (One Big Beautiful Bill Act).

Social Services Agency

- Transition Existing CalWORKs Case Management Contract to In-House Staffing – Response to February 25, 2025, Board directive to develop a plan to transition case management services in-house, with the goal of stabilizing service delivery, enhancing program oversight, and ensuring greater alignment with County workforce strategies. After review and analysis, it was determined that SSA would need an additional 70 full-time positions to replace contract staffing beginning in FY 2026-27. SSA estimates a $10 million annual funding gap to support the additional positions. Transition to in-house staffing would be dependent upon Federal and State funding availability; therefore, due to the lack of adequate funding from the Federal and State governments and the existing County's General Fund budget gap, SSA cannot identify a specific transition timeline.

OC Public Works

- South Orange County Water Quality Improvement Plan – Request for additional resources to implement the South Orange County Water Quality Improvement Plan and achieve stormwater runoff pollutant load reductions. All municipalities, wastewater special districts, and stakeholders of South Orange County will fund this 30-year project. The National Pollutant Discharge Elimination System (NPDES) Storm Water Permit Implementation agreement governs contributions from each agency.
- Orange County Regional Stormwater Capital Improvement Program – Request for additional resources to deliver 50 regional scale projects to capture and treat stormwater runoff in compliance with NPDES requirements. This would improve water quality, augment water supply and reduce flood risk by 2045. This initiative is anticipated be funded by state and federal grants, loans and existing NPDES, and Total Max Daily Load cost sharing with participating cities.
- Building Energy Auditing and Carbon Intensity Reduction Plan – Request for additional resources to identify opportunities to reduce energy use and cost by upgrading facilities or increasing operational efficiencies, as well as identifying methods of sourcing less carbon-intense energy to facilitate the County's transition to "Net-Zero" State objectives.

Assessor

- Assessment Tax System (ATS) – Request for additional resources to upgrade or replace the current ATS which is used to assess Orange County property values and produce assessment rolls of value in accordance with State laws and regulations.

County Executive Office, Office of Care Coordination

- Preventing Homelessness – Request for additional resources identified through Homeless Prevention Ad Hoc Committee, established by Board directive with the goal of preventing homelessness through a coordinated countywide initiative.

Registrar of Voters (ROV)

- Voting Equipment – Request to replace voting equipment which is over five years old and approaching the end of its useful life expectancy, to ensure ROV continues to provide quality, responsive, and timely election services.

OC Fleet Services

- Electric Vehicle Charging Infrastructure – Request for additional resources to support OC Fleet Services electrification and decarbonization objectives as part of the County's preliminary Climate Action Plan, increasing availability of chargers at new and existing County parking locations.

The following is a summary of the 2025 Strategic Priorities and the NCC request in support of County Initiatives or department priorities.

Overwatch Monitoring System

1. **Program Area**
   Public Protection

2. **Involved Agencies and Departments**
   OC Sheriff's Department (OCSD)

3. **New or Continuing Strategic Priority**
   This is a new Strategic Priority.

4. **Description of Strategic Priority**
   OCSD requests to pilot an early warning overwatch monitoring system at the Intake Release Center (IRC) to continuously monitor inmates with high-risk medical conditions for in-custody medical emergencies that have been occurring primarily during nighttime hours and safety checks. The system will combine ruggedized biosensors, mobile applications, control dashboards, analytics reports, and cloud services that will continuously monitor an arrestee's or detainee's biometric signs from the moment of arrest, through transport, processing, and detention. The purpose of this overwatch system will be to monitor an inmate's health in real time, enabling early detection of medical distress and expediting emergency response and treatment for inmates. The monitoring system will apply to both the intake process and inmates housed at the IRC, as well as those transferred to other locations depending on their health status and housing needs. The system will be closely monitored during the pilot phase to assess effectiveness and any modifications needed before requesting expansion to other jail facilities.

5. **Personnel Impacts**
   No additional staffing is required.

6. **Cost Impact**
   FY 2026-27: $3,054,680 one-time costs for hardware and monitoring system.
   FY 2027-28 through FY 2035-36: $2,020,375 ongoing annual cost for licensing and maintenance.

Overwatch Monitoring System

7. Funding Sources

General Fund support is requested.

Funding Sources			
Federal	**State**	**General Fund**	**Other**
0%	0%	100%	0%

8. Stakeholders

OCSD and Correctional Health Services staff and inmates housed at the IRC.

9. Mandated or Discretionary Program/Project?

Discretionary: This project is discretionary.

10. Implementation Period if Funding Were Available

Implementation can begin as early as FY 2026-27, if funding and resources are identified.

11. Sustainability if Funding Were Available

N/A

Replacement Incident Command Post (SAM I)

1. **Program Area**
   Public Protection

2. **Involved Agencies and Departments**
   OC Sheriff's Department (OCSD)

3. **New or Continuing Strategic Priority**
   This is a new Strategic Priority initally identified as an Emergining Initiative in the 2022 through 2024 Strategic Financial Plans.

4. **Description of Strategic Priority**
   OCSD requests the replacement of a mobile incident command post, Samantha I (SAM I), which is over 23 years old. SAM I is nearing the end of its useful life and the technology is slowly becoming obsolete. A new mobile incident command post will ensure OCSD has access to critical technology when responding to incidents of civil unrest, protests, special events, and mutual aid requests. The operational use of a command post ranges between 20-25 years.

5. **Personnel Impacts**
   No additional staffing is required.

6. **Cost Impact**
   One-time cost for the mobile incident command post for FY 2026-27 is $1.1 million. Ongoing costs for services and supplies range from $21 thousand to $51 thousand over the Plan.

7. **Funding Sources**
   General Fund support is requested.

Funding Sources			
Federal	**State**	**General Fund**	**Other**
0%	0%	100%	0%

8. **Stakeholders**
   Orange County residents and first responder personnel.

Replacement Incident Command Post (SAM I)

9. Mandated or Discretionary Program/Project?
Discretionary. This project is discretionary but is a critical to the OCSD operations.

10. Implementation Period if Funding Were Available
The purchase and acquisition of this mobile incident command post can begin as early as FY 2026-27, if funding and resources are identified.

11. Sustainability if Funding Were Available
N/A

Master Plan for Aging

1. Program Area
Community Services

2. Involved Agencies and Departments
County Executive Office (CEO)
Health Care Agency (HCA)
OC Community Resources (OCCR)
OC Information Technology (OCIT)
Social Services Agency (SSA)

3. New or Continuing Strategic Priority
This is a continuing Strategic Priority previously identified in the 2021 to 2024 Strategic Financial Plans.

4. Description of Strategic Priority
The County is experiencing a significant demographic shift; by 2049, the population aged 65 and above is projected to increase by 66%, and projected to reach 36% of the total population by 2060. In response to the growing older adult population and their needs, the OC Cares initiative was leveraged to develop a plan focused on enhancing coordinated services that address the evolving needs of the County's diverse aging population. The vision is to build a resilient community that supports the well-being of all its members, now and for generations to come.

In response to California Executive Order N-14-19, which established a statewide Master Plan for Aging, the County submitted the OC Cares: Master Plan for Aging (OC MPA) to the Board in August 2025. This five-year plan focuses on ensuring housing security, expanding access to vital information and resources, and providing enhanced, whole-person care coordination through robust collaboration among County departments, community organizations, and private partners, ultimately creating a community where residents can age with dignity, security, and vitality. The plan envisions a future where all older adults and their caregivers thrive in a healthy, independent, and high-quality living environment.

Master Plan for Aging

To achieve this vision, three priority initiatives were developed, each with their own mission statement and action plan. The three priority initiatives are:

- Housing Security
  To ensure housing security with a focus on supporting older adults to age in place. This includes increasing access to affordable, supportive, and accessible housing options, addressing financial instability, and exploring innovative housing models. The County is committed to leveraging existing County investments and fostering new partnerships to meet this critical need.

- Public Information & Resource Campaign
  To create a comprehensive, accessible public information and resource campaign for older adults and their care givers. This initiative will expand awareness and connection to vital programs and services aligned with the State's Master Plan for Aging goals, utilizing online platforms like OC Navigator (ocnavigator.org) and enhancing community resource fairs across all supervisorial districts throughout the County.

- Enhanced Care Coordination
  Through this initiave, the County will leverage partnerships, both existing and new, to better connect older adults to resources with a whole person care approach. The long-term vision for enhanced care coordination uses data to ensure the effective and efficient connection of resources and opportunities to individuals and to minimize or eliminate barriers.

Additional details on this Strategic Priority and OC MPA report can be found here: https://www.officeonaging.ocgov.com/master-plan-aging

5. Personnel Impacts

For strategic planning purposes, no additional staffing has been identified. However, it is uncertain if additional positions would be requested, as departments will continue to evaluate staffing needs.

6. Cost Impact

This Strategic Priority continues to evolve and multiple unknown variables remain regarding potential opportunities to establish new programs and more integrated services for this demographic. Preliminary estimated costs will depend on the recommendations from the plan’s project leaders and stakeholders as they work through the action items of the three aforementioned prioritiy initiatives and identify gaps that may require the addition of programming or project funding.

Master Plan for Aging

7. Funding Sources

Specific funding sources are not known at this time; however, the California Department of Aging has committed to providing funds to broaden services.

Funding Sources			
Federal	**State**	**General Fund**	**Other**
0%	100%	0%	0%

8. Stakeholders

County's senior population, multiple County departments including CEO, HCA, OCCR, OCIT, and SSA, advisory committees and community based-organizations.

9. Mandated or Discretionary Program/Project?

Discretionary: The OC MPA is a critical component of the OC Cares initiative, focused on accommodating the needs of the growing aging adult population. While the OC MPA framework is not mandated, the plan includes components within the priority initiatives that are and may become legislatively required as they have been developed to align with the State's Master Plan for Aging goals.

10. Implementation Period if Funding Were Available

This is an ongoing initiative. Full implementation has begun and spans over five years with planned action steps defined in the OC MPA. The plan is anticipated to be substantially completed in FY 2030-31, in which all priority initiatives will be reassessed for future recommendations.

11. Sustainability if Funding Were Available

N/A

Permanent Supportive and Affordable Housing Access

1. Program Area
Community Services

2. Involved Agencies and Departments
County Executive Office
Health Care Agency
OC Community Resources
OC Public Works
Social Services Agency

3. New or Continuing Strategic Priority
This is a continuing Strategic Priority previously identified in the 2017 to 2024 Strategic Financial Plans.

In June 2018, the Board received the County's Housing Funding Strategy (HFS) which identified the plan for producing 2,700 units of permanent supportive housing throughout Orange County. In March 2019, the Board approved the Joint Powers Authority Agreement for the establishment of the Orange County Housing Finance Trust (OCHFT) with the purpose of funding housing specifically designated to assisting the individuals and families experiencing homelessness, and individuals and families of low income within Orange County.

In December 2022, the Board received and filed the Housing Funding Strategy: 2022 Update (HFS Update). The HFS Update is based on the Orange County 2022 Point In Time (PIT) Count and outlines recommendations for a strategic approach to achieve an updated goal of developing 2,396 permanent supportive housing units by 2029. The updated goal reflects the progress under the 2018 HFS as well as the additional permanent supportive housing units needed over the next seven-year period based on the 2022 PIT count.

Since 2018, 1,147 permanent supportive housing units have been built, 169 units are under construction, and 272 units are in progress of funding. Additionally, 905 units of affordable housing have been built, resulting in a combined total of 2,052 supportive and affordable housing units built as of August 2025.

Permanent Supportive and Affordable Housing Access

4. Description of Strategic Priority

Housing represents the fundamental solution to addressing and ending homelessness in Orange County; however, Orange County has one of the least affordable housing markets in the nation. The shortage of affordable housing and the accompanying high rent burdens not only contribute to homelessness but have also put a growing number of Orange County residents at-risk of homelessness. Furthermore, the existing inventory of affordable and permanent supportive housing resources remain insufficient to meet the current need within the County.

With the addition of emergency shelter beds and other shelter and interim housing programs, the County has created a significant safety net to stabilize those experiencing a housing crisis, allowing a path for many to transition to self-sufficiency and pursue permanent housing stability. However, due to an insufficient supply of permanent supportive housing and affordable housing, the length of stay in emergency shelters, transitional housing and interim housing can be prolonged. The overall effectiveness of the shelter programs is contingent upon development of permanent housing options. As part of the five County Systems of Care (OC Cares), the goal of this System of Care is to reduce length of stay in emergency shelters and transitional housing and interim housing programs, and ensure high retention rates in permanent housing programs and long-term housing stability.

Permanent supportive housing is subsidized housing that combines affordable housing assistance with voluntary supportive services to address the needs of those experiencing chronic homelessness. Supportive services are designed to ensure long-term housing stability, build independent living and tenancy skills, and provide an overall better quality of life by connecting individuals with community-based health care, social services, and employment resources. This type of housing with community integrated supportive services has proven effective for individuals who have experienced prolonged periods of homelessness and barriers to housing due to their disabling conditions and/or other challenges.

This Strategic Priority continues to focus on the creation of needed housing for Orange County residents of all income levels.

5. Personnel Impacts

No additional staffing is required.

Permanent Supportive and Affordable Housing Access

6. Cost Impact

The HFS Update estimated $1.3 billion needed for capital expenses to develop the 2,396 permanent supportive housing units, which amounted to $550 thousand per unit based on average development costs at that time. The HFS Update identified available funding of $860 million, leaving an estimated funding gap of approximately $458 million.

In addition to capital funding needs, rental and operating subsidies are provided to ensure the permanent supportive housing units are affordable to people with histories of chronic homelessness. The HFS Update identified a funding gap $495 million in rental and operating subsidies. Furthermore, supportive services are also needed for permanent supportive housing development, and it is estimated that the funding gap for the supportive services needed for the 2,396 units is $350 million.

7. Funding Sources

This Strategic Priority continues to evolve, and multiple unknown variables remain regarding potential opportunities, including the type of housing, location, and number of units. Preliminary funding sources have been identified and will be utilized as eligible projects emerge. Funding is project-specific; however, potential funding sources identified may include the following:

Low Income Housing Tax Credits and Tax-Exempt Bonds
Community Development Block Grant
HOME Investments Partnership Program
Housing Successor Agency
Project-Based Housing Choice Vouchers
Project-Based Mainstream Vouchers
Project-Based Veterans Affairs Supportive Housing (VASH) vouchers
Housing and Urban Development (HUD) Continuum of Care
Orange County Housing Finance Trust
Orange County Housing Trust
Cal-Optima Health
Various State Programs and Funding Sources, including Homekey+; Multi-Family Housing Program, Infill Infrastructure Grant Program and Veterans Housing and Homelessness Prevention Program through the SuperNOFA; Affordable Housing and Sustainable Communities Program and Permanent Local Housing Allocation.

Permanent Supportive and Affordable Housing Access

Funding Sources			
Federal	**State**	**General Fund**	**Other**
63%	10%	18%	9%

8. Stakeholders

Individuals and families experiencing homelessness or at-risk of homelessness who would benefit from the necessary support services and resources to become stably housed and achieve self-sufficiency in our community.

9. Mandated or Discretionary Program/Project?

Discretionary: This project is discretionary but is a critical component of many initiatives including County's OC Cares Initiative for the Housing System of Care, City and County Housing Element progress, HFS, and to the Commission to Address Homelessness.

10. Implementation Period if Funding Were Available

This is an ongoing initiative. Implementation is contingent upon continued funding and identification of feasible projects eligible for funding. The County has an ongoing request for projects and is working with cities and developers to identify opportunities for potential projects and partnerships.

11. Sustainability if Funding Were Available

Most existing affordable housing programs include requirements and incentives for reduction of the environmental footprint, green and energy efficient efforts and closer proximity to amenities to reduce reliance on vehicles.

County Facilities Master Plan

1. Program Area
General Government Services

2. Involved Agencies and Departments
County Executive Office (CEO)
Health Care Agency (HCA)
OC Community Resources (OCCR)
OC Flood Control District (OCFCD)
OC Public Works (OCPW)
OC Sheriff's Department (OCSD)
OC Waste and Recycling (OCWR)
Probation Department

3. New or Continuing Strategic Priority
This Strategic Priority is a recurring annual update to the prior year's Strategic Financial Plan.

4. Description of Strategic Priority
The Facilities Master Plan is a long-term plan developed by CEO Real Estate to ensure the most efficient and cost-effective use of County-owned property. The plan focuses on opportunities to improve delivery of services to the community, improve space usage and departmental adjacencies, address the aging portfolio of County facilities, and better manage long-term occupancy and maintenance costs. All projects require Board approval and additional information can be found on the County's website under the Board of Supervisors, Board Meeting Agendas section.

The following are projects currently in progress:

a. Laguna Niguel Parcel (Former South County Justice Center):
This project involves the redevelopment of an approximately 23-acre County-owned parcel located in the City of Laguna Niguel. The County-owned property includes a now-vacant County Vehicle Maintenance Yard, the former South County Justice Center, undeveloped land, and an Orange County Public Library branch. The approved 79-year term Lease Agreement with Laguna Niguel Town Center Partners (LNTCP), which will be executed if LNTCP fulfills the conditions of its Option, provides for the development of a new mixed-use project consisting of approximately 158,600 square

County Facilities Master Plan

feet (sq. ft.) of commercial space (retail shops, restaurants, office space), a new community library (approximately 16,250 sq. ft.), 275 residential apartment units, parking structure, and extensive walkable open spaces, paseos, and plazas.

LNTCP received entitlements for the project, but continues to perform due diligence and has proposed changes to the project, Option and Lease. Changes will be included in a revised Option and Lease Agreement, which will be presented to the Board for consideration in December 2025.

This Strategic Priority includes $525 thousand in staffing and maintenance costs offset by $4 million in revenue from the development of the site, resulting in an anticipated $3.5 million in net revenue available to the County General Fund for FY 2026-27 through FY 2035-36.

b. El Toro Parcels (100 Acres and West Alton):

The County currently owns, or leases in further of conveyance, two parcels at the former Marine Corps Air Station El Toro: approximately 108 acres along Marine Way (referred to as 100AP) and approximately 32 acres along West Alton Parkway (WAP).

The 100AP includes the Be Well Irvine Campus, the County's second hub for countywide behavioral health and substance use services under the OC Cares initiative. Phase 1, was completed in November 2025 and includes crisis stabilization units, a sobering center, adult residential treatment, and an outpatient clinic for children and families, funded by federal and state sources. Phases 2 and 3 will add outpatient mental health care, short-term residential programs, and a community wellness hub. At full build-out, the campus will feature 300,000 sq. ft. of new facilities, including the Wellness Discovery Center, Be Well Center, and Community and Family Center.

To support HCA's facility and other County developments at the 100AP site, improvements to Marine Way are underway, such as storm drain and pavement improvements. Per Implementation Agreement No. 2, the County's "Fair Share" contribution toward roadway and utility improvements totals $15.6 million. This cost will be offset by approximately $5.0 million credit for estimated storm drain expenses incurred by the County and $9.3 million from the anticipated sale of the Notch Parcels, for a revised contribution of $1.3 million. The El Toro Improvement Fund 15T is anticipated to contribute $1.3 million from reserves for the County's Fair Share

County Facilities Master Plan

contribution, leaving $1.7 million to be offset by revenue from the existing Ground Lease.

Planning is ongoing for the WAP parcel for potential development through a Public-Private Partnership (P3). In the interim, both sites are generating revenue through interim licenses and ground leases.

For the duration of this Strategic Priority, both 100AP and WAP projects are anticipated to incur a combined $4.1 million in expenses offset by $7.6 million from El Toro Improvement Fund 15T reserves and $2.8 million in revenue from license fees and ground lease rent, resulting in an anticipated $6.3 million net revenue available to the County General Fund for FY 2026-27 through FY 2035-36.

c. Civic Center Facilities Strategic Plan:

On April 25, 2017, the Board approved the Civic Center Facilities Strategic Plan (CCFSP) as a long-term framework to guide the development and use of the County's Civic Center and surrounding areas within the City of Santa Ana. On October 22, 2024, the Board approved an updated 2024 CCFSP, which now outlines three revised phases that offer flexible implementation options individually, sequentially, or in combination.

The implementation of the 2024 CCFSP will be guided by Board direction, insights from the selected P3 partner, and market conditions to optimize both financial outcomes and project success. No funding or revenue is currently allocated for this project.

d. Fruit Street Assessment, County Operations Center Plan:

The Fruit Street Complex is a roughly 12-acre collection of County-owned properties near the Santa Ana Regional Transportation Center. The complex contains approximately 111,048 sq. ft. of building space, some dating back to 1929, with a total gross area including storage of 165,000 sq. ft. Orange County Public Works has started relocating its operations to other sites and will eventually vacate the Fruit Street Complex completely, opening the site for future redevelopment and opportunities for interim storage license revenue.

To support potential redevelopment, an initial environmental assessment of the Fruit Street parcels is underway and includes reviewing historical site uses, performing site

reconnaissance, and identifying potential environmental rehabiliations. Once complete, the findings will guide next steps in pursuing potential redevelopment options.

For the duration of this Strategic Priority, the project is anticipated to incur $337 thousand in staffing and consultant expenses related to planning for future development, offset by an estimated $102 thousand in interim license fee revenue, resulting in an anticipated $235 thousand Net County Cost for FY 2026-27 through FY 2035-36.

e. Ninety-Five Acre Industrial Development Opportunity in Chino (Prado Dam Mountains):

This project includes an executed lease agreement and fill dirt license agreement for a planned logistics warehouse development comprised of two industrial buildings totaling 2,082,174 sq. ft, on 95 acres of vacant OCFCD property in the City of Chino.

For the duration of this Strategic Priority, the project is anticipated to incur $869 thousand in staffing expenses offset by $33.6 million in revenue, resulting in an anticipated $32.7 million in net revenue. Net revenue generated from this project will be shared between OCFCD and the County at a rate of 35% and 65%, respectively, resulting in an anticipated $11.4 million in net revenue available to OCFCD and $21.3 million in net revenue available to the County General Fund during FY 2026-27 through FY 2035-36. OCFCD and CEO Real Estate will enter into a Cooperative Agreement with each other when the project is closer to completion.

f. Prado – San Bernardino County:

This project is for the development of a parking lot, park/recreation, and outdoor entertainment area on 65.64 acres of OCFCD property in the City of Chino, with a Ground Lease. The Ground Lease will begin with an initial rent of $32 thousand increasing 3% annually, plus 20% of gross receipts from activities. The term of the Master Ground Lease is 10 years, with two 10-year extension options.

For the duration of this Strategic Priority, the project is anticipated to incur $30 thousand in staffing expenses offset by $360 thousand in revenue, resulting in an anticipated $330 thousand in net revenue. Net revenue generated from this project will be shared between OCFCD and the County at a rate of 60% and 40%, respectively, resulting in an anticipated $198 thousand in net revenue available to OCFCD and $132

thousand in net revenue available to the County General Fund during FY 2026-27 through FY 2035-36.

g. HCA 17th Street Clinic, Santa Ana, CA:

HCA operates a 9.3-acre clinic at 1725 West 17th Street, Santa Ana, one of its largest facilities. The site includes multiple clinic buildings, modular units, the Public Health Services building, and surface parking. However, the buildings and their major systems have reached the end of their useful life, making rehabilitation as costly as new construction without the benefits of modern design, efficient systems, or seismic upgrades.

After thorough analysis of HCA's programming needs and the options to rebuild or relocate, the County determined relocating HCA off site is the most viable option. With HCA vacating this site, the County is evaluating proposals to redevelop the 17th Street property with a mixed-use development, including a mandatory residential component in compliance with the Surplus Land Act. No funding or revenue is currently allocated for this project.

h. Coyote Canyon Development Opportunity in Newport Beach, CA:

Coyote Canyon, located in the City of Newport Beach, is a 361-acre closed landfill. On October 8, 2019, the Board approved an option agreement with Tait Development LLC (Tait), for a 75-year ground lease to construct and operate a golf course and related amenities.

Since 2019, Tait has been actively working with the City of Newport Beach (City) on securing entitlements, while recently exploring adding multi-family housing to the project, as allowed by General Plan updates by both the City and County in 2024 and 2025, respectively. However, the appropriateness of building housing adjacent to the closed landfill is still being assessed by OCWR and CEO Real Estate.

For the duration of this Strategic Priority, the project is anticipated to incur $558 thousand in staffing expenses offset by $2.7 million in revenue, resulting in an anticipated $2.1 million in net revenue. Net revenue generated from this project would be shared between OCWR and the County at a rate of 35% and 65%, respectively, resulting in an approximately $751 thousand in net revenue available to OCWR and $1.4 million in net revenue available to the County General Fund during FY 2026-27 through FY 2035-36.

County Facilities Master Plan

i. Joplin Property in Trabuco Canyon, CA:

The Joplin property located in Trabuco Canyon, an unincorporated area of Orange County, encompasses roughly 329 acres of largely undeveloped open space and includes more than 31,000 sq. ft. of former youth facility improvements. CEO Real Estate has submitted a grant application to facilitate funding for the potential sale of Joplin for conservation purposes. In the event the conservation sale is not finalized, CEO Real Estate would seek Board approval to declare Joplin as surplus property and initiate an open solicitation requesting bids.

For the duration of this Strategic Priority, the project is anticipated to incur $6.3 million in staffing and maintenance expenses. Revenue projections cannot be anticipated at this time, resulting in an anticipated $6.3 million Net County Cost for FY 2026-27 through FY 2035-36.

j. Workforce Reentry Center in Orange, CA:

In 2018, OC Animal Care vacated the approximately 3.75-acre property located at 561 The City Dr. South, Orange and relocated to its new animal shelter facility in Tustin. The vacated property is now the project site for a Workforce Reentry Center (WRC). The WRC is a critical component of the County's 2025 Vision for OC Cares, Justice through Prevention and Intervention. The WRC would provide transitional housing and vocational training for adult individuals involved in the criminal justice system or other County systems of care to facilitate their transition into the workforce. Project construction is estimated to begin in the summer of 2026 and would last approximately 22 months, concluding in spring 2028. Funding for the construction of this project is included in the Countywide Capital Projects Non-General Fund 15D.

5. Personnel Impacts

These projects will be managed by existing staff and consultants hired for specific projects.

6. Cost Impact

The following $12.7 million in costs are for staff and consultant time and materials and do not include offsetting revenues.

Fiscal Year	Costs (in millions)
2026-27	$3.2
2027-28	1.5

County Facilities Master Plan

Fiscal Year	Costs (in millions)
2028-29	1.3
2030-31	1.4
2031-32	0.8
2032-33	0.8
2033-34	0.8
2034-35	0.8
2035-36	0.8
Total	**$12.7**

7. Funding Sources

The following $45.8 million gross revenue included in the Strategic Priority stems from various real estate initiatives. Some Facilities Master Plan projects propose requests for General Fund, but each project will be discussed separately with the CEO and the Board for possible alternate funding.

Fiscal Year	Revenue (in millions)
2026-27	$5.6
2027-28	3.5
2028-29	4.0
2029-30	4.3
2030-31	4.8
2031-32	4.7
2032-33	5.1
2033-34	5.5
2034-35	5.9
2035-36	2.4
Total	**$45.8**

Funding Sources			
Federal	**State**	**General Fund**	**Other**
0%	0%	0%	100%

County Facilities Master Plan

8. Stakeholders

Residents and leadership of the City of Laguna Niguel, City of Irvine, City of Santa Ana, City of Newport Beach, unincorporated Trabuco Canyon, City of Chino, San Bernardino County, and residents served by CEO, HCA, OCCR, OCFCD, OCPW, OCWR, Probation and other County agencies and departments.

9. Mandated or Discretionary Program/Project?

Discretionary: All projects are discretionary and would be implemented as directed by the Board.

10. Implementation Period if Funding Were Available

This is a continuing Strategic Priority since 2006 based on prior Board directives and is updated annually to reflect input from Board members and CEO Executives.

This Strategic Priority is projected to provide $33.1 million in net revenue, of which $20.8 million will be distributed to the County General Fund to address one-time capital investments and other obligations in the ten-year plan and may provide net revenue contributions to the General Fund as follows:

Fiscal Year	Net Revenue (in millions)
2026-27	$2.4
2027-28	2.0
2028-29	2.7
2029-30	3.0
2030-31	3.4
2031-32	3.9
2032-33	4.3
2033-34	4.7
2034-35	5.1
2035-36	1.6
Total	**$33.1**

These amounts are the net revenue to the County after deducting $12.3 million for FY 2025-26 through FY 2035-36 revenue sharing with OC Flood ($11.6 million) and OC Waste & Recycling ($0.7 million). In addition to these projects, the County has aging infrastructure, such as its central jail and Probation facilities that may require substantial infrastructure investments in the future. The County will use its Computerized

County Facilities Master Plan

Maintenance Management System (CMMS), in the identification of pending capital and deferred maintenance projects and infrastructure needs for all County facilities.

11. Sustainability if Funding Were Available

These projects will seek to utilize green building or sustainable construction, operations, or maintenance techniques where required, appropriate, or feasible, including resource conserving technology such as energy efficient HVAC systems, LED lighting, as well as water and electrical conserving systems.



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COUNTY OF ORANGE

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

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Debt Management Policy

Introduction

The County of Orange Debt Management Policy provides guidance for the issuance of bonds and other forms of indebtedness to finance capital improvements, equipment acquisition, improve cashflow, and meet other identified needs.

The Debt Management Policy is intended to guide the County of Orange to:

- Maintain long-term financial stability by ensuring that its long-term financing commitments are affordable and do not create undue risk or burden
- Provide guiding principles for the use of debt as one source of financing to provide the proper funding for infrastructure needs identified in the Capital Improvements section of the Strategic Financial Plan and the annual budget
- Achieve and maintain high credit ratings
- Minimize debt service interest expense and issuance costs
- Provide accurate and timely financial disclosure and reporting
- Comply with applicable State and Federal laws and financing covenants

The Debt Management Policy is intended to improve the quality of decisions, provide guidance for the structure of debt issuance, and demonstrate a commitment to long-term financial planning. Adoption and adherence to a debt management policy is one factor by which rating agencies assess financial management practices. This policy governs all debt issued by the County of Orange (County), including bonds and other securities issued through any joint powers authority where the Board acts as the legislative body.

The County is committed to fiscal responsibility and sustainability, as demonstrated by its Strategic Financial Plan, annual budget development and administration, maintenance of appropriate reserve levels, accurate and timely financial reporting, and management of debt and other long-term liabilities. As repeatedly stated in the Strategic Financial Plan, the County is dedicated to long-term strategic financial planning to ensure its ability to respond to economic fluctuations and unanticipated events in a manner that allows the County to maintain the quality and range of services provided to the community. This policy is intended to help ensure that, in managing its debt and other long-term liabilities, the County is able to meet these planning goals and objectives.

The County Executive Office (CEO), through the County Budget and Finance Office, is responsible for County debt management, including debt issuance, administration of proceeds, timely debt service payments, financial reporting, and continuing compliance

with disclosure and other post-issuance obligations with exception of enterprise funds that are responsible for post-issuance administration and compliance.

Acceptable Uses of Debt

The County will consider financing for the acquisition, substantial refurbishment, replacement or expansion of major physical assets that would be unreasonable to cash finance from current revenues. Debt financing may also be appropriate for certain other extraordinary expenditures and for managing cashflows over a period of time.

The primary purpose of County debt is to finance one of the following:

1. Acquisition of a capital asset with a useful life of five or more years
2. Construction or reconstruction of a facility or other public improvement
3. Refunding, refinancing, or restructuring debt and similar obligations, subject to refunding objectives and parameters
4. The costs associated with a debt-financed project, including project planning, design, engineering and other preconstruction efforts; project-associated furniture, fixtures and equipment; and the costs of the financing itself, including capitalized interest, a debt service reserve, underwriter's discount and other costs of issuance
5. Interim or cashflow financing to better match revenues and expenditures, such as tax and revenue anticipation notes, or to provide temporary financing pending a more permanent financing plan
6. Prepaying a portion of the annual pension contribution to Orange County Employees Retirement System (OCERS) to receive an early payment discount that exceeds the cost of the borrowing
7. Paying for an extraordinary expense such as financing a major judgment or loss exceeding insurance

Prohibited Uses of Debt

The County will not use debt to defer obligations in a way that unduly burdens future taxpayers, rate payers or residents.

Types of Financing Instruments

Many different types of financing instruments are available to the County, the use of which will depend on the source of repayment and the use of proceeds. Some of these instruments are used to finance County projects, while others are used to provide tax-exempt financing to projects that are primarily for third parties where public benefit can

be achieved while minimizing public risk. The following are the types of debt the County is most likely to issue.

Direct Debt Obligations

The following are considered "direct debt" obligations by rating agencies and other market participants, meaning that the debt is serviced out of tax or other general revenues.

1. General Obligation Bonds

   General Obligation (GO) Bonds need approval of 2/3 of those voting in an election as required by California State Constitution Article 16. GO bonds are secured by the levy of additional ad valorem property taxes to pay debt service. Uses of bond proceeds are limited to the acquisition and improvement of real property and costs of issuance.

2. Lease Revenue Bonds or Certificates of Participation

   Lease Revenue Bonds (LRBs) and lease-backed Certificates of Participation (COPs) are debt obligations serviced by a lease payment from the County's general fund. California courts have determined that such long-term contracts do not require voter-approval under California law (and therefore, are not "indebtedness" under the State Constitutional Debt Limit) as long as the lease meets certain conditions. These financings are typically secured by a lease-back agreement between the County and another public entity (e.g., South Orange County Public Financing Authority).

   To qualify as a valid lease, payments are due only to the extent that the County has use and occupancy of the leased property. The judicial decisions that define a valid lease financing effectively require that the fair rental of the leased property be equal to or greater than the lease payment that secures debt service. The governmental lessee is obligated to appropriate in the Annual Budget the rental payments that are due and payable during each fiscal, and to secure insurance to ensure that the property stays available for use.

   Because it is paid from the General Fund and does not require voter approval, lease financing is the most common form of financing used by counties. Therefore, establishing thresholds for the appropriate levels for this form of "debt" is one of the critical goals of a debt policy. There are few external guidelines for the appropriate amount of lease debt. Agencies that set limits on "affordability" have established limits from 4% to 10% of General Fund expenditures or revenues (referred to as "lease burden").

Rather than establish a specific limit on lease-backed debt, the County has a limit on long term General Fund debt obligations. Annual principal and interest payments on long term General Fund debt obligations will not exceed 4% of general fund revenue. The appropriate level of General Fund appropriation debt should also be considered in the development of the County's Annual Strategic Financial Plan and Annual Budget process.

Revenue and other Special Fund Obligations

Debt secured by the County's enterprise funds and certain other special funds can also be issued without voter approval. These obligations are payable solely from the dedicated revenues, and do not have recourse to ad valorem taxes or general fund revenues of the County.

- Revenue Bonds and Certificates of Participation (COPs)

  Revenue Bonds are obligations payable from revenue generated by an enterprise fund. These obligations can be in the form of revenue bonds issued under an indenture, or COPs secured by an installment sale agreement. Two County enterprise funds that have supported revenue debt in the past are John Wayne Airport and Orange County Waste and Recycling.

  In accordance with the agreed upon bond covenants, the revenues generated by these enterprise funds must be sufficient so that net revenues, after the payment of operating expenses, are greater than debt service so as to maintain required coverage levels. The revenue bond issuer covenants to revise the rates, fees and charges of the enterprise to maintain the required net revenue coverages.

  In determining whether to issue revenue bonds, the County should consider similar principles that it would for the incurrence of other governmental debt: the extent it is more appropriate to spend the cost of capital improvements over time, without unduly increasing the capital costs, rather than pay for them out of current revenues. Other factors include the County's ability to maintain the rate covenants that will be required by the bond market.

Interim Financing

The County may consider the use of various debt instruments to better match short-term revenues and expenditures.

1. Tax and Revenue Anticipation Notes

   Tax and Revenue Anticipation Notes (TRANs) are short-term notes payable out of current year revenues, proceeds of which allow a municipality to cover the periods of cash shortfall resulting from a mismatch between timing of revenues and timing of expenditures.

   The County may issue TRANs if necessary to meet General Fund cashflow needs in the upcoming fiscal year, which consist primarily of salaries and benefits, in anticipation of the receipt of property taxes and other revenues later in the fiscal year. The cashflow needs are determined by projections prepared by Auditor-Controller and CEO that require an estimate of a cashflow deficit during the fiscal year. The County's municipal advisor is required to review and concur with the County's cashflow projections if a TRANs is to be considered. As property tax payments and other revenues are received, they are used in part to repay the TRANs.

2. Prepayment of Annual Employer Pension Contribution

   The County may receive notification from OCERS that the Board of Retirement approved a discount in the amount due if paid early. Typically, the payment must be received by mid-January to fund the next fiscal year's annual employer contribution to OCERS, a period of no longer than eighteen months. The County prepares an analysis, to determine the budget savings achieved from the OCERS discount, to evaluate whether to recommend financing the prepayment. While these borrowings are essentially a cashflow financing such as TRANs, they are structured as a short-term pension obligation bond to allow the obligation to extend beyond the fiscal year in which it is issued.

3. Teeter Financing

   Under the alternative method of allocating taxes commonly referred to as the "Teeter Plan," a county can advance property taxes to its taxing jurisdictions whether or not they are received, in exchange for retaining the penalties and interest received from late payments. These advances can be financed with funds of the County or by an external borrowing. For a number of years, the County issued commercial paper to finance these advances (Teeter Program). Commercial paper

(CP) is an obligation maturing in less than 270 days that is secured by a letter of credit. Maturing CP is typically refinanced with a subsequent CP issue until a permanent financing source is in place or the debt can otherwise be retired. Since 2013, the Teeter Program has been financed by a revolving line of credit from a commercial bank.

4. Interfund Borrowing

   In lieu of issuing bonds or otherwise borrowing from third-parties, there will be situations where the most appropriate means is to temporarily transfer money from a County fund. Annually, in the final budget adoption, the Board authorizes those funds which can provide temporary transfers. The Board establishes the appropriate term and interest rate of each Interfund loan by resolution. The interest rate will be the amount that would have been earned by the lending fund from the County's investment pool.

Conduit Financings

Conduit financings are sponsored by the County to allow third-parties to access tax-exempt interest rates. These financings are not secured by regular County revenues.

1. Community Facilities and Assessment Districts

   Community Facilities Districts (CFD) and 1913/1915 Act Assessment Districts (AD) are typically developer initiated, whereby the developer seeks a public financing mechanism to fund public infrastructure. Special taxes or assessments may be levied upon properties within a district to pay for facilities. The conditions for the County's approval of these financings are contained in a separate set of policies. Further information on formation of CFDs and ADs is available in the Orange County Public Finance Program Policy Statement and Application Information Package as amended September 12, 2000 and as amended May 18, 2004. This policy is posted on the County's website.

2. Multi-Family Housing Revenue Bonds

   Multi-Family Housing Revenue Bonds are issued to finance construction or rehabilitation of multi-family housing projects providing tax exempt financings for developers willing to set aside a portion of the units in the project as affordable housing. The County, as well as State agencies and joint powers authorities, may sponsor this type of conduit financing for those activities that have a general public purpose.

3. Public-Private Partnership (P3)

   A P3 is a partnership between a public sector entity and a private sector entity to develop, design, construct, and finance a public facility. It can involve alternate approaches to both project procurement and its financing. In some cases, the private entity is a not-for-profit entity, with the financing structured to allow for the issuance of tax-exempt bonds to provide the lowest cost funding.

   While the financing costs of a P3 can at times be higher than a direct County borrowing, there can still be offsetting benefits to a P3, such as transferring design and construction risks. The County shall perform an analysis to determine the benefits of this type of project procurement and alternate financing versus the County issuing the debt directly.

Tax Increment Financing

Tax increment financing is a tool that allows municipalities to promote economic development by earmarking tax revenues from increases in assessed value within a designated tax increment financing district. Redevelopment Agencies, a frequently used tool of the past, were dissolved by the California legislature as of February 12, 2012.

1. Enhanced Infrastructure Financing District

   On September 24, 2014, the governor approved Senate Bill 628, which authorized the formation of an Enhanced Infrastructure Financing District (EIFD). An EIFD is a limited tax increment financing district created after the dissolution of redevelopment agencies in 2012.

   An EIFD would allow two or more governmental entities to agree to secure a portion of property tax revenue for the construction of infrastructure and other capital needs. A key difference between EIFDs and former redevelopment agencies is that the tax increment given to the new district excludes all property taxes associated with school districts.

   No new taxes are created by establishing an EIFD. The County's participation in any such district is voluntary and would require Board approval. The conditions for the County's participation in an EIFD are contained in a separate EIFD participation policy.

Debt Structure

The following are some general principles that will govern the structuring of County debt issues from time to time.

1. Term of Debt

   In general, debt will be structured to distribute the payments for the asset over its useful life so that benefits closely match costs for current and future residents. Notwithstanding this policy goal, the early payment of principal (referred to as the "rapidity of debt repayment") is considered a credit strength by the rating agencies, as it creates future debt capacity. The County will consider such accelerated retirement when there is the capacity to accommodate such payments. Debt should not exceed the useful life of the improvement that it finances.

2. Debt Service Structure

   To the extent practical, bonds will be amortized on a level repayment schedule. Alternate schedules can be considered when appropriate. For example, escalating debt service may be considered if it better matches forecasted available revenues; any such escalation of debt service should be modest, to provide a margin of safety if revenue growth should underperform expectations. Deferral of the amortization of principal can be considered in order to wrap outstanding debt and create total level debt service. Extreme deferral of debt service (such as with capital appreciation bonds, which defer both interest and principal) should be avoided.

3. Optional Prepayment

   Long-term debt will, in most cases, contain an optional call provision to allow for the refunding of debt at lower interest rates in the future. A ten-year call option is most common for tax-exempt bonds. In considering the terms of the call, the County will evaluate any additional interest cost demanded by investors with the potential future benefits of the option.

4. Capitalized Interest

   Use of capitalized interest (where interest in the early years is funded through the sale of additional bonds) should be minimized where possible. Interest may be capitalized for the construction period of a revenue producing project so that debt service expense does not begin until the project is expected to be operational and generating revenue. State law requires that interest be capitalized when a lease financing is secured by the project being constructed with the proceeds, so that no payment is due until the

County has use and occupancy. When possible, the County will secure its lease financing with existing County facilities to avoid issuing additional bonds for capitalized interest; this structure is referred to as an "asset transfer."

5. Interim Project Financing

Due to project phasing, the County may consider a short-term direct purchase note or other interim financing to avoid capitalized interest during the construction period. The interim financing may then be paid off using long-term bonds or other funds available to the County. This option will be considered on a case-by-case basis.

6. Debt Service Reserve Fund

Debt service reserve funds are held by and are available to the bond trustee to make principal and interest payments to bondholders in the event that pledged revenues are insufficient to do so.

The maximum size of the reserve fund for a tax-exempt bond issue is governed by tax law, which permits the lesser of: 1) 10% of par; 2) 125% of average annual debt service; or 3) 100% of maximum annual debt service. The County may issue bonds with a debt service reserve fund that is sized at a lower level or without a reserve fund if economically advantageous and recommended by the finance team.

The reserve fund requirement may also be satisfied by a surety policy, a form of insurance provided by a bond insurer to satisfy a reserve fund requirement for a bond issuance. Under this arrangement, instead of depositing cash in a reserve fund, the issuer buys a surety policy by paying a one-time premium equal to a percentage of the face value of the policy. The County may use a surety policy instead of a debt service reserve when an analysis indicates that net cost to the County will be lower, taking into account the potential cost of replacing the surety at the time of any future refunding.

7. Credit Enhancement

Credit enhancement may be used to improve a credit rating on a County debt issuance. The most common form of credit enhancement is bond insurance, which will be considered when the cost of insurance is offset, on a present value basis, to the savings in debt service through the first optional call date of the bonds. Because of the County's high bond ratings, bond insurance will not be cost effective for most of the County's debt in the current market. The benefit of a credit enhancement will be evaluated for each bond issuance.

8. Variable Rate Debt

   To maintain a predictable debt service burden, the County will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is variable rate debt. It may be appropriate to issue long-term variable rate debt to diversify the County's debt portfolio, reduce interest costs, provide interim funding for capital projects or improve the match of the County's assets (such as cash in the Treasury invested in shorter-term securities) to debt liabilities.

9. Use of Derivatives

   The County will not use interest rate swaps in connection with variable rate debt to create synthetic fixed-rate debt.

Method of Sale

Debt issues can be sold through a public offering through either a competitive sale or a negotiated sale. In a competitive sale, bid parameters are established in the notice of sale or notice inviting bids. Bids are received from various underwriters at a given time, and the bonds awarded to the bid producing the lowest true interest cost (the interest rate that discounts debt service to the net amount of proceeds received after accounting for underwriter's discount). In a negotiated sale, the County selects the underwriter in advance through a request for proposal process, and the interest rate is set based on the orders received from investors during the pricing period. While there are advantages to both methods of sale, most municipal bonds are currently sold on a negotiated basis, which has been the County's primary practice.

On occasion, the County may choose to privately place a financing with a bank, rather than borrowing through a public offering sold to multiple investors. Such financings can be more cost effective for smaller transactions, or for financings such as commercial paper that would otherwise require an alternative bank facility such as a letter of credit.

The Budget and Finance Director will recommend the appropriate method of sale based on the specific offering and market conditions, seeking advice from the County's municipal advisor.

Refunding of Indebtedness

Most municipal bonds can be pre-paid prior to their maturity by the exercise of an optional call. As a result, sometimes bond issues can be refunded for savings. The following are the two types of refundings.

- Current Refunding - The refunding bonds are issued less than 90 days before the date upon which the refunded bonds will be redeemed.

- Advance Refunding - The refunding bonds are issued more than 90 days prior to the date upon which the refunded bonds will be redeemed, and the refunding bond proceeds placed in an escrow that is sufficient to pay interest and principal until the call date. Municipal bonds may only be advanced refunded once over the life of a bond issuance. The Tax cuts and Jobs Act, enacted December 22, 2017 essentially eliminated advanced refunding for municipal bonds issued after 2017 by making interest on advanced refunding bonds taxable. Interest on current refunding bonds remains tax-exempt eligible.

The County will regularly review its outstanding debt portfolio to identify opportunities to achieve net economic benefits from refunding its bonds. Recognizing that the County's ability to refund its debt is limited (i.e., federal tax law constraints on advance refundings and the market practice of making most fixed-rate bond issues non-callable for their first ten years), the County will seek to deploy its refunding options prudently. At a minimum, the County will seek to achieve net present value ("NPV") savings equal to at least three percent (3%) of the par amount of the bonds that are refunded. For advance refundings, the threshold goal will be five percent (5%) NPV savings. A second limiting factor on advance refundings will be that negative arbitrage (the amount of additional funds that need to be deposited into an escrow to make up for interest earnings being less than the interest on the defeased bonds) will be no greater than half the amount of the NPV savings. The present value savings will be net of all costs of the refinancing and will consider the difference in interest earnings of the debt service reserve funds of the refunded and refunding bonds.

These savings requirements may be waived by the Board upon a finding that a refunding producing lower savings is in the County's best financial interest; for example, by restructuring debt service or eliminating burdensome covenants.

Debt Management Practices

The County Budget and Finance Office shall be responsible for ensuring the County's debt is administered in accordance with the terms of the governing bond documents, federal and state law and regulations, and the best industry practices.

1. Arbitrage

   Arbitrage is the profit made by issuing bonds bearing interest at tax-exempt rates and investing the proceeds at materially higher taxable yields. The Internal Revenue Code limits the opportunity for borrowers to retain such investment profits; in most cases, the borrower must calculate such profits and rebate them to Internal Revenue Service every five years.

   Public Finance shall maintain a system of recordkeeping to meet the arbitrage compliance requirements. The County will retain an arbitrage rebate consultant to assist in calculating any earnings on bond proceeds in excess of the rate on its bonds, and to calculate whether arbitrage should be rebated to the Federal Government. The County Budget and Finance Office shall ensure the calculation and payment are made in a timely manner.

2. Administration and Investment of Bond Proceeds

   Bond proceeds are administered in the County Budget and Finance Office to provide segregation of duties between the County administrative function responsible for disbursing bond proceeds and the County department or entity expensing the proceeds. Bond documents contained in the official bond transcripts govern the use of bond proceeds, as well as debt service payment terms and other legal covenants, and are maintained and accessible in the County Budget and Finance Office. Bond proceeds shall be deposited in a trustee bank and invested consistent with federal tax requirements and requirements contained in the governing bond documents.

   Finance Accounting, an Auditor-Controller department satellite unit located within the County Budget and Finance Office, is responsible to ensure bond proceed receipts are recorded in the County's accounting records, and confirm accounts established at the trustee and deposit of bond proceeds reconcile with controlling bond documents. Finance Accounting monitors accounts at the trustee, records expenditure activity, and reconciles trustee statements to County accounting records monthly.

Drawdown and use of bond proceeds are initiated by the project manager representing the County department or entity expensing the proceeds for eligible purposes. The requisition or drawdown request will contain invoices and other back-up documentation to validate the eligible expenses. Each requisition or drawdown request is reviewed by Finance Accounting staff and management and a Finance analyst before final approval and authority to disburse from the Finance Team Lead, and then forwarded to the trustee.

3. Continuing Disclosure

   The County is committed to primary and secondary market disclosure practice. To remain in compliance with Security and Exchange Commission Rule 15C2-12, required information shall be submitted as stated in each bond financings' continuing disclosure certificate.

   The County shall maintain a log or file evidencing that all continuing disclosure filings have been made promptly. Continuing disclosure procedures are maintained by the County Budget and Finance Office and will be updated as needed.

4. Disclosure on County's Website

   All disclosure reports, County credit ratings and the debt program are posted on the County's website. The website shall be updated as needed.

5. Compliance with Other Bond Covenants

   The County is responsible for verifying compliance with all covenants and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:

   - Annual appropriations to meet debt service payments
   - Taxes/fees are levied and collected where applicable
   - Timely transfer of debt service/rental payments to the trustee or paying agent
   - Compliance with insurance requirements
   - Compliance with rate covenants where applicable
   - Recordkeeping and continued public use of financed asset
   - Compliance with tax covenants including the timely spend-down of project fund proceeds
   - Compliance with all other bond covenants

Rating Agency Relations and Annual or Ongoing Surveillance

The County seeks to maintain the highest possible credit ratings that can be achieved for debt instruments without compromising the County's policy objectives. Ratings are a reflection of the general fiscal soundness of the County.

The Finance Team Lead shall be responsible for maintaining the County's relationship with S & P Global Ratings, Fitch Ratings, Moody's Investors Service and any other rating agency, including communicating with credit analysts at each agency and providing any requested information as deemed appropriate.

The Finance Team Lead shall report feedback from rating agencies to the Chief Financial Officer and Board, when and if available, regarding the County's financial strengths and weaknesses and recommendations for addressing any weaknesses as they pertain to maintaining the County's existing credit ratings.

Prior to each proposed new debt issuance, the Finance Team Lead shall determine the number of rating agencies to provide a credit rating based upon the recommendations of the finance team. Meetings and/or conference calls with agency analysts shall be conducted to provide a thorough update on the County's financial position, including the impacts of the proposed debt issuance.

Financing Professionals

Process and Selection of Professionals

Once a financing need is identified, the County Budget and Finance Office will work with the appropriate County departments to recommend a finance team, debt structure, and debt service term to the Public Financing Advisory Committee (PFAC) and the Board for consideration.

PFAC is responsible for reviewing and recommending debt financing proposals. The Board may approve a PFAC recommendation by a majority vote but may amend, modify or rescind any recommendation by a four-fifths (4/5) vote. Further information on PFAC is included in the Fourth Amended and Restated County of Orange Board of Supervisors Policies and Procedures approved by the Board on February 26, 2019 and posted on the County's website.

The Board shall be responsible for the selection of Financing Professionals engaged to assist in a public financing. Financial Professionals shall include Municipal Advisor(s),

Underwriters, Bond Counsel and Disclosure Counsel utilized in connection with a proposed financing. The procurement of financial professionals shall be conducted according to procedures delineated in the County's Contract Policy Manual.

Selection and Compensation

The Finance Team Lead shall request the County Procurement Office to establish a solicitation and selection process for securing professional services that are required to develop and implement a debt issuance.

The identification of municipal advisor, underwriter, bond counsel and disclosure counsel shall be done through a Request for Qualifications (RFQ) process to create a pool of professionals in each of the stated categories. For each new financing, a Request for Proposal (RFP) shall be completed for municipal advisor, underwriter, bond counsel and disclosure counsel, as appropriate. The RFQ and RFP shall be in accordance with the County Procurement rules. The selection of the professional from each category and financing shall be first recommended for approval by PFAC and then ratified by the Board.

If a sole source selection of a financial professional or consultant is recommended, the County Procurement Office will follow sole source selection procedures as outlined in the County's Contract Policy Manual.

Compensation for the financing professionals is typically paid from the bond proceeds cost of issuance account.

1. Municipal Advisor

   The primary responsibilities of the Municipal Advisor are to provide independent analysis of the proposed financing to the County. Their responsibilities also include but are not limited to, working with underwriters and other finance team members to formulate a general financing plan for the issuance of bonds, assisting in the financing schedule, transaction structuring, and pricing of bonds. The Municipal Advisor shall provide pricing comparables and market conditions advice.

2. Bond Counsel

   The County will retain external Bond Counsel for all debt issuances. Bond Counsel will prepare the necessary authorizing resolutions, ordinances, agreements, and other legal documents necessary to execute the financing.

3. Disclosure Counsel

   The County will retain Disclosure Counsel for all public issuances that entail disclosure of County finances and financial status. Disclosure Counsel will advise on issuer disclosure obligation, federal securities laws and proper disclosure practices, and due diligence process.

   The Finance Team Lead may recommend separate firms in the capacity of Bond and Disclosure Counsel or a single firm to perform bond and disclosure counsel functions based on anticipated complexity of the financing.

4. Underwriter

   An Underwriter is a firm that administers the public issuance and distribution of the bond issuance. Underwriter services may include assisting in securing credit and meetings with principal retail/institutional investors. When undertaking a negotiated sale, the County will select an Underwriter through the solicitation process described previously.

5. Other Service Providers

   Other professionals may be selected, at the discretion of the Finance Team Lead, on an as-needed basis. These include, but are not limited to, the services of trustee, credit rating agencies, escrow agents, bond insurance providers, credit and liquidity banks, verification agents, title insurance companies, and document printing services.

Conclusion

This Policy is intended to guide and regulate the County's issuance of debt. The County is aware, however, the financial environment and best practices may change. This policy will be reviewed annually during the Strategic Financial Plan process and any necessary updates will be presented to the Board for consideration.

Debt Management Policy

Introduction

The County of Orange Debt Management Policy provides guidance for the issuance of bonds and other forms of indebtedness to finance capital improvements, equipment acquisition, improve cashflow, and meet other identified needs.

The Debt Management Policy is intended to guide the County of Orange to:

- Maintain long-term financial stability by ensuring that its long-term financing commitments are affordable and do not create undue risk or burden
- Provide guiding principles for the use of debt as one source of financing to provide the proper funding for infrastructure needs identified in the Capital Improvements section of the Strategic Financial Plan and the annual budget
- Achieve and maintain high credit ratings
- Minimize debt service interest expense and issuance costs
- Provide accurate and timely financial disclosure and reporting
- Comply with applicable State and Federal laws and financing covenants

The Debt Management Policy is intended to improve the quality of decisions, provide guidance for the structure of debt issuance, and demonstrate a commitment to long-term financial planning. Adoption and adherence to a debt management policy is one factor by which rating agencies assess financial management practices. This policy governs all debt issued by the County of Orange (County), including bonds and other securities issued through any joint powers authority where the Board acts as the legislative body.

The County is committed to fiscal responsibility and sustainability, as demonstrated by its Strategic Financial Plan, annual budget development and administration, maintenance of appropriate reserve levels, accurate and timely financial reporting, and management of debt and other long-term liabilities. As repeatedly stated in the Strategic Financial Plan, the County is dedicated to long-term strategic financial planning to ensure its ability to respond to economic fluctuations and unanticipated events in a manner that allows the County to maintain the quality and range of services provided to the community. This policy is intended to help ensure that, in managing its debt and other long-term liabilities, the County is able to meet these planning goals and objectives.

The County Executive Office (CEO), through the County Budget and Finance Office, is responsible for County debt management, including debt issuance, administration of proceeds, timely debt service payments, financial reporting, and continuing compliance with disclosure and other post-issuance obligations with exception of enterprise funds that are responsible for post-issuance administration and compliance.

Acceptable Uses of Debt

The County will consider financing for the acquisition, substantial refurbishment, replacement or expansion of major physical assets that would be unreasonable to cash finance from current revenues. Debt financing may also be appropriate for certain other extraordinary expenditures and for managing cashflows over a period of time.

The primary purpose of County debt is to finance one of the following:

1. Acquisition of a capital asset with a useful life of five or more years
2. Construction or reconstruction of a facility or other public improvement
3. Refunding, refinancing, or restructuring debt and similar obligations, subject to refunding objectives and parameters
4. The costs associated with a debt-financed project, including project planning, design, engineering and other preconstruction efforts; project-associated furniture, fixtures and equipment; and the costs of the financing itself, including capitalized interest, a debt service reserve, underwriter's discount and other costs of issuance
5. Interim or cashflow financing to better match revenues and expenditures, such as tax and revenue anticipation notes, or to provide temporary financing pending a more permanent financing plan
6. Prepaying a portion of the annual pension contribution to Orange County Employees Retirement System (OCERS) to receive an early payment discount that exceeds the cost of the borrowing
7. Paying for an extraordinary expense such as financing a major judgment or loss exceeding insurance

Prohibited Uses of Debt

The County will not use debt to defer obligations in a way that unduly burdens future taxpayers, rate payers or residents.

Types of Financing Instruments

Many different types of financing instruments are available to the County, the use of which will depend on the source of repayment and the use of proceeds. Some of these instruments are used to finance County projects, while others are used to provide tax-exempt financing to projects that are primarily for third parties where public benefit can be achieved while minimizing public risk. The following are the types of debt the County is most likely to issue.

Direct Debt Obligations

The following are considered "direct debt" obligations by rating agencies and other market participants, meaning that the debt is serviced out of tax or other general revenues.

1. General Obligation Bonds

   General Obligation (GO) Bonds need approval of 2/3 of those voting in an election as required by California State Constitution Article 16. GO bonds are secured by the levy of additional ad valorem property taxes to pay debt service. Uses of bond proceeds are limited to the acquisition and improvement of real property and costs of issuance.

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payments that are due and payable during each fiscal, and to secure insurance to ensure that the property stays available for use.

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The County may consider the use of various debt instruments to better match short-term revenues and expenditures.

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   The County may issue TRANs if necessary to meet General Fund cashflow needs in the upcoming fiscal year, which consist primarily of salaries and benefits, in anticipation of the receipt of property taxes and other revenues later in the fiscal year. The cashflow needs are determined by projections prepared by Auditor-Controller and CEO that require an estimate of a cashflow deficit during the fiscal year. The County's municipal advisor is required to review and concur with the County's cashflow projections if a TRANs is to be considered. As property tax payments and other revenues are received, they are used in part to repay the TRANs.

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structured as a short-term pension obligation bond to allow the obligation to extend beyond the fiscal year in which it is issued.

3. Teeter Financing

Under the alternative method of allocating taxes commonly referred to as the "Teeter Plan," a county can advance property taxes to its taxing jurisdictions whether or not they are received, in exchange for retaining the penalties and interest received from late payments. These advances can be financed with funds of the County or by an external borrowing. For a number of years, the County issued commercial paper to finance these advances (Teeter Program). Commercial paper (CP) is an obligation maturing in less than 270 days that is secured by a letter of credit. Maturing CP is typically refinanced with a subsequent CP issue until a permanent financing source is in place or the debt can otherwise be retired. Since 2013, the Teeter Program has been financed by a revolving line of credit from a commercial bank.

4. Interfund Borrowing

In lieu of issuing bonds or otherwise borrowing from third-parties, there will be situations where the most appropriate means is to temporarily transfer money from a County fund. Annually, in the final budget adoption, the Board authorizes those funds which can provide temporary transfers. The Board establishes the appropriate term and interest rate of each Interfund loan by resolution. The interest rate will be the amount that would have been earned by the lending fund from the County's investment pool.

Conduit Financings

Conduit financings are sponsored by the County to allow third-parties to access tax-exempt interest rates. These financings are not secured by regular County revenues.

1. Community Facilities and Assessment Districts

Community Facilities Districts (CFD) and 1913/1915 Act Assessment Districts (AD) are typically developer initiated, whereby the developer seeks a public financing mechanism to fund public infrastructure. Special taxes or assessments may be levied upon properties within a district to pay for facilities. The conditions for the

County's approval of these financings are contained in a separate set of policies. Further information on formation of CFDs and ADs is available in the Orange County Public Finance Program Policy Statement and Application Information Package as amended September 12, 2000 and as amended May 18, 2004. This policy is posted on the County's website.

2. Multi-Family Housing Revenue Bonds

Multi-Family Housing Revenue Bonds are issued to finance construction or rehabilitation of multi-family housing projects providing tax exempt financings for developers willing to set aside a portion of the units in the project as affordable housing. The County, as well as State agencies and joint powers authorities, may sponsor this type of conduit financing for those activities that have a general public purpose.

3. Public-Private Partnership (P3)

A P3 is a partnership between a public sector entity and a private sector entity to develop, design, construct, and finance a public facility. It can involve alternate approaches to both project procurement and its financing. In some cases, the private entity is a not-for-profit entity, with the financing structured to allow for the issuance of tax-exempt bonds to provide the lowest cost funding.

While the financing costs of a P3 can at times be higher than a direct County borrowing, there can still be offsetting benefits to a P3, such as transferring design and construction risks. The County shall perform an analysis to determine the benefits of this type of project procurement and alternate financing versus the County issuing the debt directly.

Tax Increment Financing

Tax increment financing is a tool that allows municipalities to promote economic development by earmarking tax revenues from increases in assessed value within a designated tax increment financing district. Redevelopment Agencies, a frequently used tool of the past, were dissolved by the California legislature as of February 12, 2012.

1. Enhanced Infrastructure Financing District

   On September 24, 2014, the governor approved Senate Bill 628, which authorized the formation of an Enhanced Infrastructure Financing District (EIFD). An EIFD is a limited tax increment financing district created after the dissolution of redevelopment agencies in 2012.

   An EIFD would allow two or more governmental entities to agree to secure a portion of property tax revenue for the construction of infrastructure and other capital needs. A key difference between EIFDs and former redevelopment agencies is, that the tax increment given to the new district excludes all property taxes associated with school districts.

   No new taxes are created by establishing an EIFD. The County's participation in any such district is voluntary and would require Board approval. The conditions for the County's participation in an EIFD are contained in a separate EIFD participation policy.

Debt Structure

The following are some general principles that will govern the structuring of County debt issues from time to time.

1. Term of Debt

   In general, debt will be structured to distribute the payments for the asset over its useful life so that benefits closely match costs for current and future residents. Notwithstanding this policy goal, the early payment of principal (referred to as the "rapidity of debt repayment") is considered a credit strength by the rating agencies, as it creates future debt capacity. The County will consider such accelerated retirement when there is the capacity to accommodate such payments. Debt should not exceed the useful life of the improvement that it finances.

2. Debt Service Structure

   To the extent practical, bonds will be amortized on a level repayment schedule. Alternate schedules can be considered when appropriate. For example, escalating debt service may be considered if it better matches forecasted available revenues;

any such escalation of debt service should be modest, to provide a margin of safety if revenue growth should underperform expectations. Deferral of the amortization of principal can be considered in order to wrap outstanding debt and create total level debt service. Extreme deferral of debt service (such as with capital appreciation bonds, which defer both interest and principal) should be avoided.

3. Optional Prepayment

Long-term debt will, in most cases, contain an optional call provision to allow for the refunding of debt at lower interest rates in the future. A ten-year call option is most common for tax-exempt bonds. In considering the terms of the call, the County will evaluate any additional interest cost demanded by investors with the potential future benefits of the option.

4. Capitalized Interest

Use of capitalized interest (where interest in the early years is funded through the sale of additional bonds) should be minimized where possible. Interest may be capitalized for the construction period of a revenue producing project so that debt service expense does not begin until the project is expected to be operational and generating revenue. State law requires that interest be capitalized when a lease financing is secured by the project being constructed with the proceeds, so that no payment is due until the County has use and occupancy. When possible, the County will secure its lease financing with existing County facilities to avoid issuing additional bonds for capitalized interest; this structure is referred to as an “asset transfer.”

5. Interim Project Financing

Due to project phasing, the County may consider a short-term direct purchase note or other interim financing to avoid capitalized interest during the construction period. The interim financing may then be paid off using long-term bonds or other funds available to the County. This option will be considered on a case-by-case basis.

~~5.~~6. Debt Service Reserve Fund

Debt service reserve funds are held by and are available to the bond trustee to make principal and interest payments to bondholders in the event that pledged revenues are insufficient to do so.

The maximum size of the reserve fund for a tax-exempt bond issue is governed by tax law, which permits the lesser of: 1) 10% of par; 2) 125% of average annual debt service; or 3) 100% of maximum annual debt service. The County may issue bonds with a debt service reserve fund that is sized at a lower level or without a reserve fund if economically advantageous and recommended by the finance team.

The reserve fund requirement may also be satisfied by a surety policy, a form of insurance provided by a bond insurer to satisfy a reserve fund requirement for a bond issuance. Under this arrangement, instead of depositing cash in a reserve fund, the issuer buys a surety policy by paying a one-time premium equal to a percentage of the face value of the policy. The County may use a surety policy instead of a debt service reserve when an analysis indicates that net cost to the County will be lower, taking into account the potential cost of replacing the surety at the time of any future refunding.

~~6.~~7. Credit Enhancement

Credit enhancement may be used to improve a credit rating on a County debt issuance. The most common form of credit enhancement is bond insurance, which will be considered when the cost of insurance is offset, on a present value basis, to the savings in debt service through the first optional call date of the bonds. Because of the County's high bond ratings, bond insurance will not be cost effective for most of the County's debt in the current market. The benefit of a credit enhancement will be evaluated for each bond issuance.

~~7.~~8. Variable Rate Debt

To maintain a predictable debt service burden, the County will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is variable rate debt. It may be appropriate to issue long-term variable rate debt to diversify the County's debt portfolio, reduce interest costs, provide interim funding for capital projects or improve the match of the County's assets (such as cash in the Treasury invested in shorter-term securities) to debt liabilities.

~~8.~~9. Use of Derivatives

The County will not use interest rate swaps in connection with variable rate debt to create synthetic fixed-rate debt.

Method of Sale

Debt issues can be sold through a public offering through either a competitive sale or a negotiated sale. In a competitive sale, bid parameters are established in the notice of sale or notice inviting bids. Bids are received from various underwriters at a given time, and the bonds awarded to the bid producing the lowest true interest cost (the interest rate that discounts debt service to the net amount of proceeds received after accounting for underwriter's discount). In a negotiated sale, the County selects the underwriter in advance through a request for proposal process, and the interest rate is set based on the orders received from investors during the pricing period. While there are advantages to both methods of sale, most municipal bonds are currently sold on a negotiated basis, which has been the County's primary practice.

On occasion, the County may choose to privately place a financing with a bank, rather than borrowing through a public offering sold to multiple investors. Such financings can be more cost effective for smaller transactions, or for financings such as commercial paper that would otherwise require an alternative bank facility such as a letter of credit.

The Budget and Finance Director will recommend the appropriate method of sale based on the specific offering and market conditions, seeking advice from the County's municipal advisor.

Refunding of Indebtedness

Most municipal bonds can be pre-paid prior to their maturity by the exercise of an optional call. As a result, sometimes bond issues can be refunded for savings. The following are the two types of refundings.

- Current Refunding - The refunding bonds are issued less than 90 days before the date upon which the refunded bonds will be redeemed.

- Advance Refunding - The refunding bonds are issued more than 90 days prior to the date upon which the refunded bonds will be redeemed, and the refunding bond proceeds placed in an escrow that is sufficient to pay interest and principal until the call date. Municipal bonds may only be advanced refunded once over the life of a bond issuance. The Tax cuts and Jobs Act, enacted December 22, 2017 essentially eliminated advanced refunding for municipal bonds issued after 2017 by making interest on advanced refunding bonds taxable. Interest on current refunding bonds remains tax-exempt eligible.

The County will regularly review its outstanding debt portfolio to identify opportunities to achieve net economic benefits from refunding its bonds. Recognizing that the County's ability to refund its debt is limited (i.e., federal tax law constraints on advance refundings and the market practice of making most fixed-rate bond issues non-callable for their first ten years), the County will seek to deploy its refunding options prudently. At a minimum, the County will seek to achieve net present value ("NPV") savings equal to at least three percent (3%) of the par amount of the bonds that are refunded. For advance refundings, the threshold goal will be five percent (5%) NPV savings. A second limiting factor on advance refundings will be that negative arbitrage (the amount of additional funds that need to be deposited into an escrow to make up for interest earnings being less than the interest on the defeased bonds) will be no greater than half the amount of the NPV savings. The present value savings will be net of all costs of the refinancing and will consider the difference in interest earnings of the debt service reserve funds of the refunded and refunding bonds.

These savings requirements may be waived by the Board upon a finding that a refunding producing lower savings is in the County's best financial interest; for example, by restructuring debt service or eliminating burdensome covenants.

Debt Management Practices

The County Budget and Finance Office shall be responsible for ensuring the County's debt is administered in accordance with the terms of the governing bond documents, federal and state law and regulations, and the best industry practices.

1. Arbitrage

   Arbitrage is the profit made by issuing bonds bearing interest at tax-exempt rates and investing the proceeds at materially higher taxable yields. The Internal Revenue Code limits the opportunity for borrowers to retain such investment profits; in most cases, the borrower must calculate such profits and rebate them to Internal Revenue Service every five years.

   Public Finance shall maintain a system of recordkeeping to meet the arbitrage compliance requirements. The County will retain an arbitrage rebate consultant to assist in calculating any earnings on bond proceeds in excess of the rate on its bonds, and to calculate whether arbitrage should be rebated to the Federal Government. The County Budget and Finance Office shall ensure the calculation and payment are made in a timely manner.

2. Administration and Investment of Bond Proceeds

Bond proceeds are administered in the County Budget and Finance Office to provide segregation of duties between the County administrative function responsible for disbursing bond proceeds and the County department or entity expensing the proceeds. Bond documents contained in the official bond transcripts govern the use of bond proceeds, as well as debt service payment terms and other legal covenants, and are maintained and accessible in the County Budget and Finance Office. Bond proceeds shall be deposited in a trustee bank and invested consistent with federal tax requirements and requirements contained in the governing bond documents.

Finance Accounting, an Auditor-Controller department satellite unit located within the County Budget and Finance Office, is responsible to ensure bond proceed receipts are recorded in the County's accounting records, and confirm accounts established at the trustee and deposit of bond proceeds reconcile with controlling bond documents. Finance Accounting monitors accounts at the trustee, records expenditure activity, and reconciles trustee statements to County accounting records monthly.

Drawdown and use of bond proceeds are initiated by the project manager representing the County department or entity expensing the proceeds for eligible purposes. The requisition or drawdown request will contain invoices and other back-up documentation to validate the eligible expenses. Each requisition or drawdown request is reviewed by Finance Accounting staff and management and a Finance analyst before final approval and authority to disburse from the Finance Team Lead, and then forwarded to the trustee.

3. Continuing Disclosure

The County is committed to primary and secondary market disclosure practice. To remain in compliance with Security and Exchange Commission Rule 15C2-12, required information shall be submitted as stated in each bond financings' continuing disclosure certificate.

The County shall maintain a log or file evidencing that all continuing disclosure filings have been made promptly. Continuing disclosure procedures are maintained by the County Budget and Finance Office and will be updated as needed.

4. Disclosure on County's Website

All disclosure reports, County credit ratings and the debt program are posted on the County's website. The website shall be updated as needed.

5. Compliance with Other Bond Covenants

The County is responsible for verifying compliance with all covenants and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:

- Annual appropriations to meet debt service payments
- Taxes/fees are levied and collected where applicable
- Timely transfer of debt service/rental payments to the trustee or paying agent
- Compliance with insurance requirements
- Compliance with rate covenants where applicable
- Recordkeeping and continued public use of financed asset
- Compliance with tax covenants including the timely spend-down of project fund proceeds
- Compliance with all other bond covenants

Rating Agency Relations and Annual or Ongoing Surveillance

The County seeks to maintain the highest possible credit ratings that can be achieved for debt instruments without compromising the County's policy objectives. Ratings are a reflection of the general fiscal soundness of the County.

The Finance Team Lead shall be responsible for maintaining the County's relationship with S & P Global Ratings, Fitch Ratings, Moody's Investors Service and any other rating agency, including communicating with credit analysts at each agency and providing any requested information as deemed appropriate.

The Finance Team Lead shall report feedback from rating agencies to the Chief Financial Officer and Board, when and if available, regarding the County's financial

strengths and weaknesses and recommendations for addressing any weaknesses as they pertain to maintaining the County's existing credit ratings.

Prior to each proposed new debt issuance, the Finance Team Lead shall determine the number of rating agencies to provide a credit rating based upon the recommendations of the finance team. Meetings and/or conference calls with agency analysts shall be conducted to provide a thorough update on the County's financial position, including the impacts of the proposed debt issuance.

Financing Professionals

Process and Selection of Professionals

Once a financing need is identified, the County Budget and Finance Office will work with the appropriate County departments to recommend a finance team, debt structure, and debt service term to the Public Financing Advisory Committee (PFAC) and the Board for consideration.

PFAC is responsible for reviewing and recommending debt financing proposals. The Board may approve a PFAC recommendation by a majority vote but may amend, modify or rescind any recommendation by a four-fifths (4/5) vote. Further information on PFAC is included in the Fourth Amended and Restated County of Orange Board of Supervisors Policies and Procedures approved by the Board on February 26, 2019 and posted on the County's website.

The Board shall be responsible for the selection of Financing Professionals engaged to assist in a public financing. Financial Professionals shall include Municipal Advisor(s), Underwriters, Bond Counsel and Disclosure Counsel utilized in connection with a proposed financing. The procurement of financial professionals shall be conducted according to procedures delineated in the County's Contract Policy Manual.

Selection and Compensation

The Finance Team Lead shall request the County Procurement Office ~~be responsible for~~to establish~~ing~~ a solicitation and selection process for securing professional services that are required to develop and implement a debt issuance.

The identification of municipal advisor, underwriter, bond counsel and disclosure counsel shall be done through a Request for Qualifications (RFQ) process to create a pool of professionals in each of the stated categories. For each new financing, a Request for Proposal (RFP) shall be completed for municipal advisor, underwriter, bond counsel and disclosure counsel, as appropriate. The RFQ and RFP shall be in accordance with the County Procurement rules. The selection of the professional from each category and financing shall be first recommended for approval by PFAC and then ratified by the Board.

If a sole source selection of a financial professional or consultant is recommended, the County Procurement~~Budget and Finance~~ Office will follow sole source selection procedures as outlined in the County's Contract Policy Manual.

Compensation for the financing professionals is typically paid from the bond proceeds cost of issuance account.

1. Municipal Advisor

   The primary responsibilities of the Municipal Advisor are to provide independent analysis of the proposed financing to the County. Their responsibilities also include but are not limited to, working with underwriters and other finance team members to formulate a general financing plan for the issuance of bonds, assisting in the financing schedule, transaction structuring, and pricing of bonds. The Municipal Advisor shall also provide pricing comparables and market conditions advice.

2. Bond Counsel

   The County will retain external Bond Counsel for all debt issuances. Bond Counsel will prepare the necessary authorizing resolutions, ordinances, agreements, and other legal documents necessary to execute the financing.

3. Disclosure Counsel

   The County will retain Disclosure Counsel for all public issuances that entail disclosure of County finances and financial status. Disclosure Counsel will advise on issuer disclosure obligation, federal securities laws and proper disclosure practices, and due diligence process.

The Finance Team Lead may recommend separate firms in the capacity of Bond and Disclosure Counsel or a single firm to perform bond and disclosure counsel functions based on anticipated complexity of the financing.

4. Underwriter

An Underwriter is a firm that administers the public issuance and distribution of the bond issuance. Underwriter services may include assisting in securing credit and meetings with principal retail/institutional investors. When undertaking a negotiated sale, the County will select an Underwriter through the solicitation process described previously.

5. Other Service Providers

Other professionals may be selected, at the discretion of the Finance Team Lead, on an as-needed basis. These include, but are not limited to, the services of trustee, credit rating agencies, escrow agents, bond insurance providers, credit and liquidity banks, verification agents, title insurance companies, and document printing services.

Conclusion

This Policy is intended to guide and regulate the County's issuance of debt. The County is aware, however, the financial environment and best practices may change. This policy will be reviewed annually during the Strategic Financial Plan process and any necessary updates will be presented to the Board for consideration.

Revision to ASR and/or Attachments

Date: **12/12/2025**

To: Clerk of the Board of Supervisors

CC: County Executive Office

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

Re: ASR Control #24-001084, Meeting Date 12/16/2025, Item No. # 26

Subject: Grant Applications/Awards Report

Explanation:

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

☒ Revised Recommended Action(s)

Adding recommended actions 11-13:

11. Approve Grant Award and Adopt Resolution – District Attorney – Victim/Witness Assistance Program – $3,243,868

12. Approve Grant Award and Adopt Resolution – District Attorney – Human Trafficking Victim Advocacy Program – $147,000

13. Approve Grant Award and Adopt Resolution – District Attorney – Unserved/Underserved Victim Advocacy & Outreach Program – $196,906

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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

Redlined Grants Report Pages 1-2

Revised Grants Report, adding pages 32 – 40 and attachments F, G, H

Grants Report DRAFT

County Executive Office/Legislative Affairs

December 16, 2025
Item No: 26

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 December 16, 2025, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS:

1. Receive and File Grants Report

2. Approve Grant Award – Health Care Agency – Population Needs Assessment Funding Agreement – Community Health Improvement Planning – $990,678.46

3. Approve Grant Award – Health Care Agency – Local Oversight Program – $1,183,836

4. Approve Grant Award – Health Care Agency – Intergovernmental Transfer Agreements - CITED IGT – $1,489,723.03

5. Approve Grant Award and Adopt Resolution – OC Community Resources – CalFresh Healthy Living (SNAP-Ed) Program, Amendment 4 – $100,330

6. Approve Retroactive Grant Application and Adopt Resolution – OC Public Works – Measure M2 Comprehensive Transportation Funding Regional Capacity Program (Project O) Arterial Capacity Enhancements (ACE) Cow Camp Road Completion Project – $73,722,675

7. Approve Retroactive Grant Application and Adopt Resolution – OC Public Works – Measure M2 Comprehensive Transportation Funding Regional Traffic Signal Synchronization Program (Project P) Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project – $85,857

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.

8. Approve Retroactive Grant Application – Sheriff-Coroner – FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program – $1,250,000

9. Approve Retroactive Grant Award and Adopt Resolution – Sheriff-Coroner – FY 2024 Urban Area Security Initiative (UASI) Grant Program – $2,222,000

10. Approve Ratified Grant Award – Social Services Agency – Housing and Disability Advocacy Program – $1,747,001

11. Approve Grant Award and Adopt Resolution – District Attorney – Victim/Witness Assistance Program – $3,243,868

12. Approve Grant Award and Adopt Resolution – District Attorney – Human Trafficking Victim Advocacy Program – $147,000

13. Approve Grant Award and Adopt Resolution – District Attorney – Unserved/Underserved Victim Advocacy & Outreach Program – $196,906

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:	December 9, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Population Needs Assessment Funding Agreement – Community Health Improvement Planning
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	CalOptima Health
Application Amount Requested:	$990,678.46
Application Due Date:	August 31, 2025
Board Date when Board Approved this Application:	August 12, 2025
Awarded Funding Amount:	$990,678.46
Notification Date of Funding Awarded:	November 20, 2025
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?	**Award** - LHJ Allocation
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 Population Health Grant will provide critical support in advancing the County's Public Health Accreditation by funding personnel, infrastructure, technology, data systems, and operational needs, and enabling the LHJ to lead the facilitation of a comprehensive and integrated CHA and CHIP process. Through community engagement and cross-sector partnerships, this initiative will ensure meaningful involvement of local stakeholders and residents in shaping equitable health outcomes across the jurisdiction.	

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s)
(Please specify below)

1. Accept the CalOptima Health's funding award for provision of Community Health Planning and Coordination Services to support the implementation of CHA and CHIP in Orange County for the term of FY 25/26 in the amount of $990,678.46.

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

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

Jennifer Sarin (714) 834-4099 jsarin@ochca.com

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

Veronica Kelley

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Local Oversight Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State Water Resources Control Board
Application Amount Requested:	$1,183,836
Application Due Date:	N/A
Board Date when Board Approved this Application:	August 12, 2025
Awarded Funding Amount:	$1,183,836
Notification Date of Funding Awarded:	November 24, 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:	FY 2018-19 $1,004,107 FY 2019-20 $1,006,817 FY 2020-21 $1,029,893 FY 2021-22 $1,088,676 FY 2022-23 $1,184,500 FY 2023-24 $1,003,858 FY 2024-25 $1,097,412
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Non 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.
Funds from this agreement provide personnel services, operating costs, and travel expenses necessary to oversee corrective actions and perform regulatory and administrative activities related to unauthorized releases from USTs. Approving acceptance of the award of this grant agreement will continue the local oversight of cleanup projects at properties contaminated by leaking underground petroleum tanks that impact both local groundwater supplies and public health.	
Board Resolution Required? **Deputy County Counsel Name:**	No
Recommended Action(s) (Please specify below)	
The Health Care Agency requests that the Board of Supervisors: 1. Accept the grant funding award from the State Water Resources Control Board (SWRCB) for Local Oversight Program for the term of July 1, 2025, through June 30, 2026, in the amount of $1,183,836. 2. Authorize the Health Care Agency Director, or designee, to execute the Grant Award Agreement, upon review and approval by County Counsel, and delegate authority to the Health Care Agency Director, or designee, to sign and execute the Acceptance of Award, Agreement and/or any documents related to this award, and to make such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jennifer Sarin 714-834-4099 jsarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Intergovernmental Transfer Agreements - CITED IGT
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 Health Care Services (DHCS)
Application Amount Requested:	$1,489,723.03
Application Due Date:	December 31, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$1,489,723.03
Notification Date of Funding Awarded:	November 18, 2025
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?	**Award** - Non Competitive
County Match?	Yes
How will the County Match be fulfilled? (Please include the specific budget)	State Mental Health Services Act - 50% Match
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	New
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 California Department of Health Care Services (DHCS) has awarded the Health Care Agency Behavioral Health Services (BHS) department Capacity and Infrastructure Transition, Expansion and Development Intergovernmental Transfer (CITED-IGT) agreement. The CITED-IGT funds will support a comprehensive set of activities and staffing necessary to implement and sustain Transitional Rent and the Housing Trio services by expanding service capacity, strengthen coordination with Managed Care Plans (MCPs), support administrative infrastructure, and enhance system functionality.

These funds are used to directly to build the infrastructure, staffing, and systems needed to support service delivery to target populations eligible for Enhanced Care Management (ECM) and Community Supports under California's CalAIM initiative.

- Medi-Cal beneficiaries with complex health and social needs.
- Individuals experiencing homelessness or housing instability.
- People with serious mental illness (SMI) or substance use disorders (SUD).
- Individuals transitioning from institutional settings (e.g., jails, hospitals, long-term care).
- Foster youth or those aging out of foster care.
- Individuals with frequent hospital or emergency department use.

To participate in CITED-IGT program BHS must:

- Projects must support the implementation or expansion of Enhanced Care Management (ECM) and/or Community Supports services under the CalAIM initiative.
- Submit progress reports every six months
- Provide supporting documentation (e.g., payroll records, invoices, contracts) to demonstrate completion of milestones.
- Organizations must contribute the non-federal share of funding through the Intergovernmental Transfer (IGT) process.
- Agree not to use CITED-IGT funds for services already reimbursed by MCPs.

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s)
(Please specify below)

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

1. Approve the Intergovernmental Agreement Regarding Transfer of Public Funds with the California Department of Health Care Services for the transfer of $744,861.52 from Health Care Agency to the California Department of Health Care Services. This amount represents a 50% match of the $1,489,723.03 required by DHCS.

2. Authorize the Health Care Agency Director, or designee, to sign and execute the Agreement and authorize the Health Care Agency Director, or designee, to sign and execute Agreement and related documents for this allocation and to make such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.

Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Ian Kemmer 714-834-2160 ikemmer@ochca.com Linda Molina 714-834-5572 LMolina@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 9, 2025
Requesting Agency/Department:	OC Community Resources
Grant Name and Project Title:	CalFresh Healthy Living (SNAP-Ed) Program, Amendment 4
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 Aging (CDA)
Application Amount Requested:	N/A
Application Due Date:	December 16, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$100,330
Notification Date of Funding Awarded:	February 4, 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:	Federal Fiscal Year (FFY) FFY 2025-26 - Amendment 3: $171,617 FFY 2022-25 - Amendment 2: $107,936 FFY 2022-25 - Amendment 1: $703,980 FFY 2022-25 - $1,027,806
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Non 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 Supplemental Nutrition Assistance Program Education/CalFresh Healthy Living (SNAP-Ed/CFHL) provides eligible participants access to evidence-based, nutrition education and obesity prevention activities.	

Funding for SNAP-Ed/CFHL and CalFresh Outreach was awarded by the California Department of Aging (CDA) to OC Community Resources/Office on Aging (OCCR/OoA) through a three-year State Standard Agreement (SSA), No. CF-2223-22. The Agreement term is based on the Federal Fiscal Year (FFY) from October 1 through September 30.

On August 27, 2025, OCCR/OoA was notified by CDA that the SSA would be extended for an additional year, through September 30, 2026. This extension allows local agencies to continue CalFresh Outreach activities and the wind-down of SNAP-Ed/CFHL activities due to the federal sunsetting of this program. Remaining funds from the previous FFY will be used to support these efforts.

On December 4, 2025, OCCR/OoA was notified by CDA of Amendment 4 to SSA No. CF-2223-22, increasing the CalFresh SNAP-Ed/CFHL portion of the funding by $100,330 for FFY 2025-26, for a new cumulative contract amount of $2,111,669.

The FFY 2025-26 funding will support the phasing out of SNAP-Ed/CFHL services provided by the OC Health Care Agency (HCA) through an Interagency Agreement between OCCR/OoA and HCA. No new activities will be initiated. Instead, OCCR/OoA and HCA will collaborate to wind-down the program by the federal sunset date of March 31, 2026, focusing on outreach efforts and ensuring clients are connected or made aware of alternate resources.

Board Resolution Required?	Yes
Deputy County Counsel Name:	John Cleveland

Recommended Action(s)
(Please specify below)

1. Adopt the resolution as approved by the Office of the County Counsel to receive $100,330 in additional funds from the California Department of Aging for Supplemental Nutrition Assistance Program Education/CalFresh Healthy Living Program.

2. Approve the State Standard Agreement CF-2223-22, Amendment 4 with the California Department of Aging in the additional amount of $100,330 for the term October 1, 2025, through September 30, 2026, for a new cumulative contract amount of $2,111,669.

3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement CF-2223-22, Amendment 4 to receive $100,330 in additional funding from the California Department of Aging.

4. Authorize the OC Community Resources Director or designee to execute all documents required to accept additional Supplemental Nutrition Assistance Program Education/CalFresh Healthy Living Program grant award funding.

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

Dylan Wright (714) 480-2788 Dylan.Wright@occr.ocgov.com
Renee Ramirez (714) 480-6483 Renee.Ramirez@occr.ocgov.com

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

Dylan Wright

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
December 16, 2025

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement CF-2223-22, Amendment 4 in the amount of $100,330 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement CF-2223-22, Amendment 4; and

WHEREAS, this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

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

1. Approve the State Standard Agreement CF-2223-22, Amendment 4 with the California Department of Aging in the additional amount of $100,330 for the term October 1, 2025, through September 30, 2026, for a new cumulative contract amount of $2,111,669.
2. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement CF-2223-22, Amendment 4 to receive $100,330 in additional funding from the California Department of Aging.
3. Authorize the OC Community Resources Director or designee to execute all documents required to accept the additional Supplemental Nutrition Assistance Program Education/CalFresh Healthy Living Program grant award funding.

County Administration South
601 North Ross Street
Santa Ana, CA 92701

P.O. Box 4048
Santa Ana, CA 92702

(714) 667 8800

info@ocpw.ocgov.com

OCPublicWorks.com

Administrative Services

OC Development Services

OC Facilities Design & Construction Management

OC Facilities Maintenance & CUF

OC Fleet Services

OC Construction

OC Environmental Resources

OC Operations & Maintenance

OC Infrastructure Programs

OC Survey

ORANGE COUNTY OC Public Works

Date: November 25, 2025

To: County Executive Officer

From: Kevin Onuma
Director / Orange County Public Works

Subject: Retroactive Request to Apply for the Orange County Transportation Authority Regional Capacity Program Grant for the Cow Camp Road Completion Project

This memo is being submitted to request that the County Executive Officer place the subject grant application on the December 16, 2025, Board of Supervisors Meeting Agenda. Orange County Public Works requests retroactive approval for this Orange County Transportation Authority Renewed Measure M (M2) Regional Capacity Program (RCP) opportunity. The application deadline was November 20, 2025.

On November 20, 2025, an application was submitted for the Cow Camp Road Completion Project. If successful, the awarded grant funds will be used for the construction of the Cow Camp Road Completion Project. This project is the continuation of the arterial extension from Antonio Parkway to the eastern terminus at Ortega Highway. Once complete, Cow Camp Road will alleviate congestion on Ortega Highway by providing a new parallel route.

The requested M2-RCP grant is for $73,722,675 with a 25% local match of $24,574,225. 100% of the local match will be fulfilled by funds from Rancho Mission Viejo via a cooperative agreement. OC Public Works plans to return to the Board with a request to accept funding if the grant application is awarded.

If you have any questions, please contact Denise Garcia, Grant Manager at (714) 647-3996.

Thank you for your consideration,

DocuSigned by:
Kevin Onuma
6637C1ABB313470...

Kevin Onuma
Orange County Public Works
Director

12/8/2025 | 4:30 PM PST
Date

Approved: Digitally signed by Michelle Aguirre Date: 2025.12.10 08:00:07 -08'00'

Michelle Aguirre, County Executive Officer

12/10/25
Date

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Measure M2 Comprehensive Transportation Funding Regional Capacity Program (Project O) Arterial Capacity Enhancements (ACE) Cow Camp Road Completion Project
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Orange County Transportation Authority
Application Amount Requested:	$73,722,675
Application Due Date:	November 20, 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? Retroactive	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	1. Cow Camp Road – Segment 2A & 2B (Construction) - $14,778,770 2. Cow Camp Road – Segment 2 (Engineering Phase) - $3,250,000 3. Oso Parkway and Antonio Parkway Intersection Improvements - $792,669 4. Ortega Highway Widening Improvements - $1,950,000 5. Los Patrones Parkway Extension, Environmental Document/Pre-Design Phase - $1,875,000 6. Los Patrones Parkway Extension, Final Design - $5,000,000
Does this grant require CEQA findings?	Yes
What Type of Grant is this?	**Application** - Competitive
County Match?	Yes
How will the County Match be fulfilled? (Please include the specific budget)	The required match amount is $25,574,225.00 and it will be fulfilled by funds from Rancho Mission Viejo via cooperative agreement.
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	New
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 Cow Camp Road Completion Project is the continuation of the arterial extension from Antonio Parkway to the eastern terminus at Ortega Highway. This final phase of Cow Camp Road begins just east of the existing intersection at Coyotes Way and extends 1.15 miles east to include signalized intersections at Gibby Road and Bucker Way, a new bridge over San Juan Creek, and terminating at a roundabout at Ortega Highway. Cow Camp Road is proposed as a four-lane arterial roadway (two lanes in each direction) with multi-use/shared use paths and sidewalk. Drainage and grading outside the public R/W will be included within easements.

OCTA has approved the Cow Camp Road alignment as part of the Master Plan of Arterial Highways and the County of Orange Public Works Department has approved the construction plans from Antonio Parkway to the eastern terminus at Ortega Highway. A Project Study Report and Environmental certification through the CEQA EIR Addendum were approved in June 2016 and February 2015, respectively. Engineering Drawings for the completion of Cow Camp Road have been approved by OCPW so that this project can be bid and constructed as a standalone construction contract. This is consistent with the approach to construct all previous segments of Cow Camp Road.

Once the extension to Ortega Highway is complete, Cow Camp Road will alleviate congestion on Ortega Highway by providing a new parallel route to Antonio Parkway and Los Patroness Parkway.

Total construction cost for the completion of Cow Camp Road is expected to be $98,296,900. This grant application is pursuing a 25% local funding match and is requesting $73,722,675 in CTFP funds. Construction is expected to begin in August 2026 and take 42 months, concluding in January 2030.

100% match of $24,574,225 to be fulfilled by funds from Ranch Mission Viejo via a cooperative agreement.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Ray Diaz

Recommended Action(s)
(Please specify below)

1. Adopt Resolution approving the submittal of the Cow Camp Road Completion Project to the Orange County Transportation Authority for funding under the Comprehensive Transportation Program;
2. Authorize the Director of OC Public Works, or designee, to sign and submit the application for Cow Camp Road Completion Project;
3. Request Orange County Transportation Authority to allocate Measure M2 Regional Capacity Program (Project O) funds to the County of Orange in the amount specified in the Cow Camp Road Completion Project Application

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

Denise Garcia 714-243-0577 Denise.Garcia@ocpw.ocgov.com Jeff Ernst Jeff.Ernst@ocpw.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:

Kevin Onuma

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
December 16, 2025

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY APPROVING THE SUBMITTAL OF **COW CAMP ROAD COMPLETION PROJECT** TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION PROGRAM

THE BOARD OF SUPERVISORS OF ORANGE COUNTY HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS THAT:

WHEREAS, the County of Orange (County) desires to implement the transportation improvements listed below; and

WHEREAS, the County has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive M2 "Fair Share" funds; and

WHEREAS, the County's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

WHEREAS, the County will not use M2 funds to supplant Developer Fees or other commitments;

WHEREAS, the County must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement.

WHEREAS, the County will provide a minimum of 25% in matching funds for the Cow Camp Road Completion Project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines; and

WHEREAS, the Orange County Transportation Authority intends to allocate funds for transportation improvement projects, if approved, within the incorporated cities and the County; and

WHEREAS, the County authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary; and

WHEREAS, upon acceptance of these grant funds, the County of Orange agrees to execute a cooperative agreement with Rancho Mission Viejo to provide matching funds, implement the project and provide the necessary documents as required by the Orange County Transportation Authority Comprehensive Transportation Funding Program for Cow Camp Road Completion Project.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Orange does hereby:

1. Requests the Orange County Transportation Authority allocate funds in the amounts specified in the County's application to County from the Comprehensive Transportation Funding Programs. Said funds, if approved, shall be matched by funds from County as required and shall be used as supplemental funding to aid the County in the improvement of Cow Camp Road Completion Project.

2. Authorizes the Director of Public Works or designee to sign and submit the application for Cow Camp Road Completion Project.

County Administration South
601 North Ross Street
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Administrative Services

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OC Survey

ORANGE COUNTY OC Public Works

Date: November 25, 2025

To: County Executive Officer

From: Kevin Onuma
Director / Orange County Public Works

Subject: Retroactive Request to Apply for Orange County Transportation Authority Regional Traffic Signal Synchronization Program Grant for the Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project

This memo is being submitted to request that the County Executive Officer place the subject grant application on the December 16, 2025, Board of Supervisors Meeting Agenda. Orange County Public Works requests retroactive approval for this Orange County Transportation Authority Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP) opportunity. The application deadline was November 20, 2025.

On November 20, 2025, an application was submitted for the Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project. If successful, the awarded grant funds will be used for the construction of the Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project. This project includes signal coordination, communication and detection support, new/upgraded communication systems, new/upgraded detection, intersection/field modernization and replacement, and minor signal operation improvements along the Oso Parkway/Pacific Drive/Glenwood Drive Corridor.

The requested M2-RTSSP grant is for $85,857 with 20% County portion local match of $21,465. OC Public Works plans to return to the Board with a request to accept funding if the grant application is awarded.

If you have any questions, please contact Denise Garcia, Grant Manager at (714) 647-3996.

Thank you for your consideration,

DocuSigned by:
Kevin Onuma
6637C1ABB313470...

12/8/2025 | 4:30 PM PST

Kevin Onuma
Orange County Public Works
Director

Date

Approved: Digitally signed by Michelle Aguirre
Date: 2025.12.10 08:02:46 -08'00'

Michelle Aguirre, County

12/10/25

Date

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Measure M2 Comprehensive Transportation Funding Regional Traffic Signal Synchronization Program (Project P) Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Orange County Transportation Authority
Application Amount Requested:	$85,857
Application Due Date:	November 20, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	June 1, 2026
Is this an Authorized Retroactive Grant Application/Award? Retroactive	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	1. RTSSP – Crown Valley Parkway Corridor Improvement Project; $72,000 2. RTSSP – Antonio Parkway Corridor Improvement Project; $1,424,000
Does this grant require CEQA findings?	Yes
What Type of Grant is this?	**Application** - Competitive
County Match?	Yes
How will the County Match be fulfilled? (Please include the specific budget)	The required match amount is $21,465.00 and it will be fulfilled by Fund 174.
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	New
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 M2-Regional Traffic Signal Synchronization Program (RTSSP) funds synchronization costs associated with the coordination of traffic signals along multiple jurisdictions. Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project includes signal coordination, communication and detection support, new/upgraded communication systems, new/upgraded detection, intersection/field modernization and replacement, and minor signal operation improvements along the Oso Parkway/Pacific Drive/Glenwood Drive Corridor.	

The City of Aliso Viejo is the lead agency for the grant application and project implementation. The total project cost for County's portion is estimated at $107,322. The M2 RTSSP grant request is for $85,857 and the required 20% County match is $21,465.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Ray Diaz

Recommended Action(s)
(Please specify below)

1. Adopt Resolution approving the submittal of the Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project to the Orange County Transportation Authority for funding under the competitive Measure M2 Regional Traffic Signal Synchronization Program

2. Authorize the Director of Public Works, or designee, to request the Orange County Transportation Authority to allocate funds in the amounts specified in the Regional Traffic Signal Synchronization Program application for Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project. Such funds, if approved, shall be matched by funds from the County as required and shall be used as supplemental funding to aid the County in signal synchronization along the Oso Parkway Corridor.

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

Denise Garcia 714-243-0577 Denise.Garcia@ocpw.ocgov.com Jeff Ernst Jeff.Ernst@ocpw.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:

Kevin Onuma

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
December 16, 2025

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY APPROVING THE SUBMITTAL OF **OSO PARKWAY/PACIFIC DRIVE/GLENWOOD DRIVE IMPROVEMENT PROJECT** TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM.

THE BOARD OF SUPERVISORS OF ORANGE COUNTY HERE RESOLVES, DETERMINES AND ORDERS AS FOLLOWS THAT:

(a) WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program targets over 2000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions; and

(b) WHEREAS, the County of Orange has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive revenues as part of Measure M2; and

(c) WHEREAS, the County of Orange must include all projects funded by Net Revenues in the seven-year Capital Improvements Program as part of the Renewed Measure M Ordinance eligibility requirement.

(d) WHEREAS, the County of Orange authorizes a formal amendment to the seven-year Capital Improvement program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary.

(e) WHEREAS, the County of Orange has a currently adopted a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

(f) WHEREAS, the County of Orange will provide matching funds for each project as required by the Orange County Comprehensive Transportation Funding Programs Procedures Manual; and

(g) WHEREAS, the County of Orange will not use Measure M2 funds to supplant Developer Fees or other commitments; and

(h) WHEREAS, the County of Orange desires to implement the **CITY OF ALISO VIEJO'S** multi-jurisdictional signal project along **OSO PARKWAY/PACIFIC DRIVE/GLENWOOD DRIVE CORRIDOR**; and

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors hereby authorizes the Director of OC Public Works or designee to act as the official representative of the County of Orange, to:

1. Request the Orange County Transportation Authority to allocate funds in the amounts specified in the Regional Traffic Signal Synchronization Program application for Oso Parkway/Pacific Drive/Glenwood Drive Improvement Program from the Regional Traffic Synchronization Program. Such funds, if approved, shall be matched by funds from the County as required and shall be used as supplemental funding to aid the County in signal synchronization along the Oso Parkway Corridor;

ORANGE COUNTY
SHERIFF'S DEPARTMENT

EXTERNAL MEMO

Digitally signed by Michelle Aguirre
Date: 2025.12.08 16:28:44 -08'00'

To: County Executive Officer, Michelle Aguirre
From: Sheriff-Coroner, Don Barnes for DB
Date: December 16, 2025
RE: Retroactive Request to Apply for the FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program

The Sheriff-Coroner Department requests that the County Executive Officer place the subject grant application on the agenda for the December 16, 2025, Board of Supervisors Meeting. The Sheriff also requests retroactive approval to apply for the FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program. When the grantor released the Notice of Funding Opportunity, the 30-day deadline to present this item to the Board for permission to apply had already passed, resulting in a ratified request. Additionally, the California Governor's Office of Emergency Services (CalOES), who is serving as the pass-through entity for the grant application, requested a short internal deadline and turnaround time.

The FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program aims to detect, monitor, and mitigate unauthorized drone activity in Orange County's Operational Area. The program provides funding to local governments who are working against unlawful use of unmanned aircraft systems by ensuring that local governments receive resources, training, and the operational capacity they need to strengthen national preparedness.

The County of Orange will use grant funding to help create and implement a Counter-Unmanned Aircraft System (C-UAS) facility in Orange County's Operational Area. This will include establishing a real-time monitoring capability option with the Orange County Real Time Operations Center, the Orange County Intelligence Assessment Center Fusion Center, and regional mutual-aid agencies. Additionally, setting up personnel and public safety partner training, developing standard operating procedures, and implementing quarterly operational tests will assist with protecting the public and critical infrastructure from unlawful use of UAS.

If you have any questions about this grant, please contact Miriam Torrez, Fiscal Administrator, at (714) 834-4347 or mtorrez@ocsheriff.gov.

c: Executive Director Brian Wayt
Financial Director Noma M. Crook
Lorena Murillo, Senior Fiscal Manager
Miriam Torrez, Fiscal Administrator

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) pass-through the California Governor's Office of Emergency Services (Cal OES)
Application Amount Requested:	$1,250,000
Application Due Date:	November 21, 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? Retroactive	
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?	New
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The purpose of this grant funding is to procure and implement a Counter-Unmanned Aircraft System (C-UAS) platform designed to detect, monitor, and mitigate unauthorized or malicious drone activity in Orange County's Operational Area. This includes establishing a real-time monitoring capability in collaboration with the Orange County Real Time Operations Center, the Orange County Intelligence Assessment Center Fusion Center, and regional mutual-aid law enforcement agencies. The funding will also support personnel and public safety partner training, the development of standard operating procedures, and the execution of quarterly operational tests.

These efforts aim to provide early warnings of UAS incursions, enhance situational awareness, and facilitate coordinated responses.	
Board Resolution Required? **Deputy County Counsel Name:**	No
Recommended Action(s) (Please specify below)	
Authorize the Sheriff-Coroner, or designee, to retroactively apply for the Counter-Unmanned Aircraft Systems (C-UAS) Grant Program through the U.S. Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA).	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Captain Ryan Anderson (714) 289-3983 randerson@ocsheriff.gov Miriam Torrez, Fiscal Administrator (714) 834-4347 mtorrez@ocsheriff.gov	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Captain Ryan Anderson	

ORANGE COUNTY
SHERIFF'S DEPARTMENT

Digitally signed by Michelle Aguirre
Date: 2025.12.08 14:54:14 -08'00'

EXTERNAL MEMO

To: Michelle Aguirre, County Executive Officer
From: Don Barnes, Sheriff-Coroner
Date: December 16, 2025
RE: Retroactive Request to Accept the FY 2024 Urban Area Security Initiative (UASI) Grant Program

The Sheriff-Coroner Department requests that the County Executive Officer place the subject grant application on the agenda for the December 16, 2025, Board of Supervisors Meeting. The Sheriff also requests retroactive approval to accept the grant award for the FY 2024 Urban Area Security Initiative (UASI) Grant Program. The Sheriff-Coroner was unable to request permission to accept the award for this grant due to an internal review delay.

The FY 2024 Urban Area Security Initiative (UASI) Grant Program is one of three programs that operate under the Homeland Security Grant Program (HSGP). The UASI grant program supports high-threat and high-density urban areas by addressing their planning, training, and equipment needs. The grant program enhances sustainable methods to prevent, protect against, respond to, and recover from acts of terrorism.

The Orange County Sheriff's Department will use the funds to support contract positions at the Orange County Intelligence Assessment Center (OCIAC), for intelligence work and analyst proficiency training for contract personnel. The funding will also cover operational overtime for OCIAC staff, as well as expenses for equipment, training, software, planning, and exercises.

If you have any questions about this grant, please contact Miriam Torrez, Fiscal Administrator, at (714) 834-4347 or mtorrez@ocsheriff.gov.

c: Executive Director Brian Wayt
Financial Director Noma M. Crook
Lorena Murillo, Senior Fiscal Manager
Miriam Torrez, Fiscal Administrator

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	FY 2024 Urban Area Security Initiative (UASI) Grant Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Homeland Security
Application Amount Requested:	$2,222,000
Application Due Date:	February 9, 2026
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$2,222,000
Notification Date of Funding Awarded:	November 12, 2025
Is this an Authorized Retroactive Grant Application/Award? Retroactive	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	<table><tr><th>Grant Year</th><th>Amount</th></tr><tr><td>2019</td><td>$5,772</td></tr><tr><td>2020</td><td>$375,000</td></tr><tr><td>2021</td><td>$62,000</td></tr><tr><td>2022</td><td>$150,000</td></tr><tr><td>2023</td><td>$2,330,450</td></tr></table>
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Allocation through UASI
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 City of Anaheim received the FY 2024 UASI grant award and, on November 12, 2025, provided the Orange County Sheriff-Coroner Department with the sub-recipient award notification letter for $2,222,000. These funds are for the Orange County Intelligence Assessment Center (OCIAC) contract positions for intelligence work and for analyst proficiency training for contract personnel. The grant funds are also for operational overtime for OCIAC staff, equipment, training, software, planning, and exercises.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Wendy Phillips, Senior Deputy County Counsel

Recommended Action(s)
(Please specify below)

1. Authorize the Sheriff-Coroner, or designee, to retroactively accept the grant award from the Urban Area Security Initiative (UASI) grant program.

2. Authorize the Sheriff-Coroner, or designee, to execute the Grant Agreement, any subsequent amendments, and any related documents.

3. Adopt a governing resolution that authorizes the Sheriff-Coroner, or designee, to execute any actions necessary to obtain the grant funding provided by The U.S. Department of Homeland Security and sub-granted through UASI.

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

Captain Ryan Anderson (714) 289-3983 randerson@ocsheriff.gov
Miriam Torrez, Fiscal Administrator (714) 834-4347 mtorrez@ocsheriff.gov

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

Captain Ryan Anderson

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

December 16, 2025

WHEREAS, the United States Department of Homeland Security, through the California Office of Emergency Services, is providing funding for the FY2024 Urban Areas Security Initiative (UASI) Grant Program to address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

WHEREAS, the City of Anaheim has received the grant year 2024 UASI award and has granted a subaward to the County of Orange as a subrecipient.

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

1. Authorize the Sheriff-Coroner, or designee, to execute the "Agreement for Transfer of Equipment/Services for Grant Year 2024 UASI Program", and sign any documents, including any amendments thereof.
2. Assure that the County of Orange will abide by the statutes and regulations governing the UASI Grant Program, as detailed in the Agreement with the City of Anaheim.
3. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors

BE IT FURTHER RESOLVED that this Board will not provide specific matching funds if the grant application is approved.

COUNTY OF ORANGE CALIFORNIA
OC Social Services Agency
Our Community, Our Commitment

M E M O

12/8/2025

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

From: **An Tran, Director, Social Services Agency**

Re: **Housing and Disability Advocacy Program**

Subject: **Request to Approve Ratification Grant Award**

This memo is being submitted to request that the CEO place the subject grant award on the December 16, 2025, Board of Supervisors (Board) Meeting Agenda. The Social Services Agency (SSA) requests ratified approval as the California Department of Social Services released an All County Welfare Directors Letter (ACWDL) on November 10, 2025. Due to the holiday schedule, this request for award approval could not be submitted until after the 30-day notification deadline.

SSA now requests ratified approval to receive the award in the amount of $1,747,001, which is the allocation amount for Orange County stated in the ACWDL.

If you have any questions about the grant, please contact Denise Gallon at (714) 541-7717.

Thank you,

	12/8/25	
	Department Head or Designee	Date
Approved:	Digitally signed by Michelle Aguirre Date: 2025.12.10 07:57:48 -08'00'	12/10/25
	Michelle Aguirre, County Executive Officer	Date

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Social Services Agency
Grant Name and Project Title:	Housing and Disability Advocacy 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 Social Services
Application Amount Requested:	$1,747,001
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$1,747,001
Notification Date of Funding Awarded:	November 10, 2025
Is this an Authorized Retroactive Grant Application/Award? Ratified	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2018 Applied: $2,147,651 2018 Awarded: $2,147,651 2019-20 Applied: $1,091,855 2019-20 Awarded: $1,091,855 2020 Applied: $102,634 2020 Awarded: $102,634 2020-21 Applied: $1,270,023 2020-21 Awarded: $1,270,023 2020-21 Applied: $127,002 2020-21 Awarded: $127,002 2021-22 Applied: $7,659,238 2021-22 Awarded: $7,659,238 2022-23 Applied: $7,659,238 2022-23 Awarded: $7,659,238 2023-24 Applied: $1,187,103 2023-24 Awarded: $1,187,103 2024-25 Applied: $1,187,103 2024-25 Awarded: $1,187,103 2025-26 Applied: $1,187,103 2025-26 Awarded: $1,187,103
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Non 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 Housing and Disability Advocacy Program (HDAP) is a county-administered program that is dedicated to assisting individuals with disabilities who are experiencing homelessness. HDAP focuses on providing comprehensive support, including outreach, case management, disability benefits advocacy and housing assistance. The program prioritizes those facing chronic homelessness and individuals who are heavily reliant on government-funded services. HDAP is a recurring grant that provides funding to the County of Orange (County) System of Care. The funding aims to enhance services for homeless individuals in Orange County and improve care coordination among various agencies, including the County of Orange Social Services Agency (SSA), OC Community Resources (OCCR), OC Health Care Agency (HCA), and the Office of Care Coordination.

On November 10, 2025, the California Department of Social Services (CDSS) released the All County Welfare Director Letter (ACWDL) notifying counties of the availability of $40.2 million in one-time HDAP funding for FY 2025-26. A non-competitive allocation in the amount of $1,747,001 is available to the County for the expenditure period of July 1, 2025, to June 30, 2028.

Ratification of this award will allow for continuity and development of HDAP services and provide a needed resource to the System of Care as the County continues to address homelessness in our community.

The Memorandum of Understanding between SSA and the County Executive Office for HDAP collaboration will be amended to include an updated term and budget once the funds have been approved by the Board.

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s)
(Please specify below)

Ratify acceptance of the award for the Housing and Disability Advocacy Program allocation in the amount of $1,747,001 and authorize the Social Services Agency Director or designee to execute an agreement with the California Department of Social Services to administer the Housing and Disability Advocacy Program funds.

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

An Tran 714-541-7708 An.Tran@ssa.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:

An Tran

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 12, 2025
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Victim/Witness Assistance Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Governor's Office of Emergency Services
Application Amount Requested:	$3,243,868
Application Due Date:	October 20, 2025
Board Date when Board Approved this Application:	April 2, 2025
Awarded Funding Amount:	$3,243,868
Notification Date of Funding Awarded:	December 9, 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:	

Year	Applied	Awarded
FY 24-25	$ 3,243,868	$ 3,243,868
FY 23-24	$ 3,035,977	$ 3,035,977

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)	
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 Victim/Witness Assistance Program is supported by the Federal Victim of Crime Act. The program provides high quality, comprehensive services that address the individual needs of victims and witnesses of violent crime. The District Attorney was awarded $3,243,868 to continue the program.

Grant funds support a specialized team within Waymakers to provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary trials, preliminary felony hearings and felony trials at

the request of the OCDA. Service requirements include placing witnesses "on-call", making case status and disposition available to the witness, notification and intervention with the witness' employer, arranging transport of the witness to court, and "call-off' of witnesses. The team consists of program directors, victim advocates and coordinators to assist victims.

Board Resolution Required?	Yes
Deputy County Counsel Name:	James Steinmann

Recommended Action(s) (Please specify below)
Cal OES 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 CalOES accepting the grant award of $3,243,868 to continue the Victim/ Witness Assistance 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 Victim Witness Assistance 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

December 16, 2025

WHEREAS, the County of Orange desires to undertake its project designated "The Victim/Witness Assistance Program" to be funded from funds made available through the Federal Victim of Crime Act administered by the California Governor's Office of Emergency Services (hereafter referred to as Cal OES).

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

1. Authorize the Orange County District Attorney, or Director of Administration, or Senior Fiscal Manager, to sign and amend and execute, on behalf of the County of Orange, any actions necessary for the purpose of obtaining state financial assistance provided by the State of California for the Grant Subaward with Cal OES for the Victim/Witness Assistance Program, effective from October 1, 2025 to September 30, 2026, in the amount not to exceed $3,243,868.
2. Assure that the County of Orange assumes any liability arising out of the County's performance of this Grant Award Agreement, including civil court actions for damages. The State of California and Cal OES disclaim responsibility for any such liability.
3. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.
4. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 12, 2025
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Human Trafficking Victim Advocacy Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Governor's Office of Emergency Services
Application Amount Requested:	$147,000
Application Due Date:	October 20, 2025
Board Date when Board Approved this Application:	April 2, 2025
Awarded Funding Amount:	$147,000
Notification Date of Funding Awarded:	December 9, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Competitive
County Match?	No
How will the County Match be fulfilled? (Please include the specific budget)	
Will the grant/program create new part or full-time positions?	No
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 Human Trafficking Victim Advocacy Program is supported by the Federal Victim of Crime Act. The program is designed to provide high quality, comprehensive services to victims/survivors of human trafficking. Applicants are required to have an existing partnership or coordination of services with an anti-human trafficking working group within the county and/or service area.

The District Attorney was awarded $147,000 to continue the program. These grant funds will be utilized to support a specialized team within Waymakers. The team consist of a Victim Advocate, who focuses on direct

victim support including case management court advocacy and resource referrals, and a Client Resource &Volunteer Coordinator who is responsible for overseeing, organizing and managing volunteers who work directly with human trafficking victims. The team collaborates with The Salvation Army, Orange County Social Services Agency, Public Law Center, and local law enforcement to provide trauma-informed and victim-centered comprehensive services. The collaboration has provided services to over 1,490 victims of human trafficking over the last decade.

Board Resolution Required?	Yes
Deputy County Counsel Name:	James Steinmann

Recommended Action(s)
(Please specify below)

Cal OES 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 CalOES accepting the grant award of $147,000 to continue the Human Trafficking Victim Advocacy Program for fiscal years 2026.
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 Human Trafficking Victim Advocacy 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

December 16, 2025

WHEREAS, the County of Orange desires to undertake its project designated "Human Trafficking Advocate Program" to be funded from funds made available through the Federal Victims of Crime Act administered by the California Governor's Office of Emergency Services (hereafter referred to as Cal OES).

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

1. Authorize the Orange County District Attorney, or Director of Administration, or Senior Fiscal Manager, to sign and amend and execute, on behalf of the County of Orange, any actions necessary for the purpose of obtaining state financial assistance provided by the State of California for the Grant Subaward with Cal OES for the Human Trafficking Advocate Program, effective from January 1, 2026 to December 31, 2026, in the amount not to exceed $147,000.
2. Assure that the County of Orange assumes any liability arising out of the County's performance of this Grant Award Agreement, including civil court actions for damages. The State of California and Cal OES disclaim responsibility for any such liability.
3. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.
4. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 12, 2025
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Unserved/Underserved Victim Advocacy & Outreach Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Governor's Office of Emergency Services
Application Amount Requested:	$196,906
Application Due Date:	November 14, 2025
Board Date when Board Approved this Application:	April 2, 2025
Awarded Funding Amount:	$196,906
Notification Date of Funding Awarded:	December 9, 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:	

Year	Applied	Awarded
2025	$ 196,906	$ 196,906
2024	$ 196,906	$ 196,906
2023	$ 196,906	$ 196,906

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)	
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 Unserved/Underserved Victim Advocacy & Outreach Program is supported by the Federal Victims of Crime Act. The program is designed to provide increased access to culturally appropriate victim services for unserved/underserved victims of crime. The District Attorney was awarded $196,906 to continue the program.

These grant funds will be utilized to support a specialized team within Waymakers to provide victims of gang violence and their families with support services, which include crisis intervention, emergency assistance, counseling, court support, community outreach and assistance with California Victim Compensation Board claims. The team consists of program directors, victim advocates and coordinators to assist victims.

Board Resolution Required?	Yes
Deputy County Counsel Name:	James Steinmann

Recommended Action(s) (Please specify below)
Cal OES 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 CalOES accepting the grant award of $196,906 to continue the Unserved/Underserved Victim Advocacy &Outreach Program for calendar year 2026. 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 Unserved/Underserved Victim Advocacy & Outreach 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

December 16, 2025

WHEREAS, the County of Orange desires to undertake its project designated "Unserved/Underserved Victim Advocacy and Outreach Program" to be funded from funds made available through the Federal Victims of Crime Act administered by the California Governor's Office of Emergency Services (hereafter referred to as Cal OES).

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

1. Authorize the Orange County District Attorney, or Director of Administration, or Senior Fiscal Manager, to sign and amend and execute, on behalf of the County of Orange, any actions necessary for the purpose of obtaining state financial assistance provided by the State of California for the Grant Subaward with Cal OES for the Unserved/Underserved Victim Advocacy and Outreach Program, effective from January 1, 2026 to December 31, 2026, in the amount not to exceed $196,906.
2. Assure that the County of Orange assumes any liability arising out of the County's performance of this Grant Award Agreement, including civil court actions for damages. The State of California and Cal OES disclaim responsibility for any such liability.
3. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.
4. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.

Agenda Item 26

AGENDA STAFF REPORT

ASR Control 24-001084

MEETING DATE:	12/16/25
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 – Health Care Agency – Population Needs Assessment Funding Agreement - Community Health Improvement Planning – $990,678.46

3. Approve Grant Award – Health Care Agency – Local Oversight Program – $1,183,836

4. Approve Grant Award – Health Care Agency – Intergovernmental Transfer Agreements - CITED IGT – $1,489,723.03

5. Approve Grant Award and Adopt Resolution – OC Community Resources – CalFresh Healthy Living (SNAP-Ed) Program, Amendement 4 – $100,330

6. Approve Retroactive Grant Application and Adopt Resolution – OC Public Works – Measure M2 Comprehensive Transportation Funding Regional Capacity Program (Project O) Arterial Capacity Enhancements (ACE) Cow Camp Road Completion Project – $73,722,675

7. Approve Retroactive Grant Application and Adopt Resolution – OC Public Works – Measure M2 Comprehensive Transportation Funding Regional Traffic Signal Synchronization Program (Project P) Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project – $85,857

8. Approve Retroactive Grant Application – Sheriff-Coroner – FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program – $1,250,000

9. Approve Retroactive Grant Award and Adopt Resolution – Sheriff-Coroner – FY 2024 Urban Area Secret Initiative (UASI) Grant Program – $2,222,000

10. Approve Ratified Grant Award – Social Services Agency – Housing and Disability Advocacy Program – $1,747,001

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 - Resolution - OCCR - SNAP-Ed
Attachment C - Resolution - OCPW - OCTA Cow Camp Road
Attachment D - Resolution - OCPW - Measure M2 Oso
Attachment E - FY2024 UASI Board Resolution Final

Grants Report DRAFT

County Executive Office/Legislative Affairs

December 16, 2025
Item No: 26

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 December 16, 2025, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS:

1. Receive and File Grants Report

2. Approve Grant Award – Health Care Agency – Population Needs Assessment Funding Agreement – Community Health Improvement Planning – $990,678.46

3. Approve Grant Award – Health Care Agency – Local Oversight Program – $1,183,836

4. Approve Grant Award – Health Care Agency – Intergovernmental Transfer Agreements - CITED IGT – $1,489,723.03

5. Approve Grant Award and Adopt Resolution – OC Community Resources – CalFresh Healthy Living (SNAP-Ed) Program, Amendment 4 – $100,330

6. Approve Retroactive Grant Application and Adopt Resolution – OC Public Works – Measure M2 Comprehensive Transportation Funding Regional Capacity Program (Project O) Arterial Capacity Enhancements (ACE) Cow Camp Road Completion Project – $73,722,675

7. Approve Retroactive Grant Application and Adopt Resolution – OC Public Works – Measure M2 Comprehensive Transportation Funding Regional Traffic Signal Synchronization Program (Project P) Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project – $85,857

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.

8. Approve Retroactive Grant Application – Sheriff-Coroner – FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program – $1,250,000

9. Approve Retroactive Grant Award and Adopt Resolution – Sheriff-Coroner – FY 2024 Urban Area Security Initiative (UASI) Grant Program – $2,222,000

10. Approve Ratified Grant Award – Social Services Agency – Housing and Disability Advocacy Program – $1,747,001

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:	December 9, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Population Needs Assessment Funding Agreement – Community Health Improvement Planning
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	CalOptima Health
Application Amount Requested:	$990,678.46
Application Due Date:	August 31, 2025
Board Date when Board Approved this Application:	August 12, 2025
Awarded Funding Amount:	$990,678.46
Notification Date of Funding Awarded:	November 20, 2025
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?	**Award** - LHJ Allocation
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 Population Health Grant will provide critical support in advancing the County's Public Health Accreditation by funding personnel, infrastructure, technology, data systems, and operational needs, and enabling the LHJ to lead the facilitation of a comprehensive and integrated CHA and CHIP process. Through community engagement and cross-sector partnerships, this initiative will ensure meaningful involvement of local stakeholders and residents in shaping equitable health outcomes across the jurisdiction.	

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s)
(Please specify below)

1. Accept the CalOptima Health's funding award for provision of Community Health Planning and Coordination Services to support the implementation of CHA and CHIP in Orange County for the term of FY 25/26 in the amount of $990,678.46.

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

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

Jennifer Sarin (714) 834-4099 jsarin@ochca.com

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

Veronica Kelley

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Local Oversight Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State Water Resources Control Board
Application Amount Requested:	$1,183,836
Application Due Date:	N/A
Board Date when Board Approved this Application:	August 12, 2025
Awarded Funding Amount:	$1,183,836
Notification Date of Funding Awarded:	November 24, 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:	FY 2018-19 $1,004,107 FY 2019-20 $1,006,817 FY 2020-21 $1,029,893 FY 2021-22 $1,088,676 FY 2022-23 $1,184,500 FY 2023-24 $1,003,858 FY 2024-25 $1,097,412
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Non 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.
Funds from this agreement provide personnel services, operating costs, and travel expenses necessary to oversee corrective actions and perform regulatory and administrative activities related to unauthorized releases from USTs. Approving acceptance of the award of this grant agreement will continue the local oversight of cleanup projects at properties contaminated by leaking underground petroleum tanks that impact both local groundwater supplies and public health.	
Board Resolution Required? **Deputy County Counsel Name:**	No
Recommended Action(s) (Please specify below)	
The Health Care Agency requests that the Board of Supervisors: 1. Accept the grant funding award from the State Water Resources Control Board (SWRCB) for Local Oversight Program for the term of July 1, 2025, through June 30, 2026, in the amount of $1,183,836. 2. Authorize the Health Care Agency Director, or designee, to execute the Grant Award Agreement, upon review and approval by County Counsel, and delegate authority to the Health Care Agency Director, or designee, to sign and execute the Acceptance of Award, Agreement and/or any documents related to this award, and to make such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jennifer Sarin 714-834-4099 jsarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Intergovernmental Transfer Agreements - CITED IGT
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 Health Care Services (DHCS)
Application Amount Requested:	$1,489,723.03
Application Due Date:	December 31, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$1,489,723.03
Notification Date of Funding Awarded:	November 18, 2025
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?	**Award** - Non Competitive
County Match?	Yes
How will the County Match be fulfilled? (Please include the specific budget)	State Mental Health Services Act - 50% Match
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	New
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 California Department of Health Care Services (DHCS) has awarded the Health Care Agency Behavioral Health Services (BHS) department Capacity and Infrastructure Transition, Expansion and Development Intergovernmental Transfer (CITED-IGT) agreement. The CITED-IGT funds will support a comprehensive set of activities and staffing necessary to implement and sustain Transitional Rent and the Housing Trio services by expanding service capacity, strengthen coordination with Managed Care Plans (MCPs), support administrative infrastructure, and enhance system functionality.

These funds are used to directly to build the infrastructure, staffing, and systems needed to support service delivery to target populations eligible for Enhanced Care Management (ECM) and Community Supports under California's CalAIM initiative.

- Medi-Cal beneficiaries with complex health and social needs.
- Individuals experiencing homelessness or housing instability.
- People with serious mental illness (SMI) or substance use disorders (SUD).
- Individuals transitioning from institutional settings (e.g., jails, hospitals, long-term care).
- Foster youth or those aging out of foster care.
- Individuals with frequent hospital or emergency department use.

To participate in CITED-IGT program BHS must:

- Projects must support the implementation or expansion of Enhanced Care Management (ECM) and/or Community Supports services under the CalAIM initiative.
- Submit progress reports every six months
- Provide supporting documentation (e.g., payroll records, invoices, contracts) to demonstrate completion of milestones.
- Organizations must contribute the non-federal share of funding through the Intergovernmental Transfer (IGT) process.
- Agree not to use CITED-IGT funds for services already reimbursed by MCPs.

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s)
(Please specify below)

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

1. Approve the Intergovernmental Agreement Regarding Transfer of Public Funds with the California Department of Health Care Services for the transfer of $744,861.52 from Health Care Agency to the California Department of Health Care Services. This amount represents a 50% match of the $1,489,723.03 required by DHCS.

2. Authorize the Health Care Agency Director, or designee, to sign and execute the Agreement and authorize the Health Care Agency Director, or designee, to sign and execute Agreement and related documents for this allocation and to make such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.

Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Ian Kemmer 714-834-2160 ikemmer@ochca.com Linda Molina 714-834-5572 LMolina@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 9, 2025
Requesting Agency/Department:	OC Community Resources
Grant Name and Project Title:	CalFresh Healthy Living (SNAP-Ed) Program, Amendment 4
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 Aging (CDA)
Application Amount Requested:	N/A
Application Due Date:	December 16, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$100,330
Notification Date of Funding Awarded:	February 4, 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:	Federal Fiscal Year (FFY) FFY 2025-26 - Amendment 3: $171,617 FFY 2022-25 - Amendment 2: $107,936 FFY 2022-25 - Amendment 1: $703,980 FFY 2022-25 - $1,027,806
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Non 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 Supplemental Nutrition Assistance Program Education/CalFresh Healthy Living (SNAP-Ed/CFHL) provides eligible participants access to evidence-based, nutrition education and obesity prevention activities.	

Funding for SNAP-Ed/CFHL and CalFresh Outreach was awarded by the California Department of Aging (CDA) to OC Community Resources/Office on Aging (OCCR/OoA) through a three-year State Standard Agreement (SSA), No. CF-2223-22. The Agreement term is based on the Federal Fiscal Year (FFY) from October 1 through September 30.

On August 27, 2025, OCCR/OoA was notified by CDA that the SSA would be extended for an additional year, through September 30, 2026. This extension allows local agencies to continue CalFresh Outreach activities and the wind-down of SNAP-Ed/CFHL activities due to the federal sunsetting of this program. Remaining funds from the previous FFY will be used to support these efforts.

On December 4, 2025, OCCR/OoA was notified by CDA of Amendment 4 to SSA No. CF-2223-22, increasing the CalFresh SNAP-Ed/CFHL portion of the funding by $100,330 for FFY 2025-26, for a new cumulative contract amount of $2,111,669.

The FFY 2025-26 funding will support the phasing out of SNAP-Ed/CFHL services provided by the OC Health Care Agency (HCA) through an Interagency Agreement between OCCR/OoA and HCA. No new activities will be initiated. Instead, OCCR/OoA and HCA will collaborate to wind-down the program by the federal sunset date of March 31, 2026, focusing on outreach efforts and ensuring clients are connected or made aware of alternate resources.

Board Resolution Required?	Yes
Deputy County Counsel Name:	John Cleveland

Recommended Action(s)
(Please specify below)

1. Adopt the resolution as approved by the Office of the County Counsel to receive $100,330 in additional funds from the California Department of Aging for Supplemental Nutrition Assistance Program Education/CalFresh Healthy Living Program.

2. Approve the State Standard Agreement CF-2223-22, Amendment 4 with the California Department of Aging in the additional amount of $100,330 for the term October 1, 2025, through September 30, 2026, for a new cumulative contract amount of $2,111,669.

3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement CF-2223-22, Amendment 4 to receive $100,330 in additional funding from the California Department of Aging.

4. Authorize the OC Community Resources Director or designee to execute all documents required to accept additional Supplemental Nutrition Assistance Program Education/CalFresh Healthy Living Program grant award funding.

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

Dylan Wright (714) 480-2788 Dylan.Wright@occr.ocgov.com
Renee Ramirez (714) 480-6483 Renee.Ramirez@occr.ocgov.com

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

Dylan Wright

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
December 16, 2025

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement CF-2223-22, Amendment 4 in the amount of $100,330 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement CF-2223-22, Amendment 4; and

WHEREAS, this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

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

1. Approve the State Standard Agreement CF-2223-22, Amendment 4 with the California Department of Aging in the additional amount of $100,330 for the term October 1, 2025, through September 30, 2026, for a new cumulative contract amount of $2,111,669.
2. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement CF-2223-22, Amendment 4 to receive $100,330 in additional funding from the California Department of Aging.
3. Authorize the OC Community Resources Director or designee to execute all documents required to accept the additional Supplemental Nutrition Assistance Program Education/CalFresh Healthy Living Program grant award funding.

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601 North Ross Street
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OCPublicWorks.com

Administrative Services

OC Development Services

OC Facilities Design & Construction Management

OC Facilities Maintenance & CUF

OC Fleet Services

OC Construction

OC Environmental Resources

OC Operations & Maintenance

OC Infrastructure Programs

OC Survey

ORANGE COUNTY OC Public Works

Date: November 25, 2025

To: County Executive Officer

From: Kevin Onuma
Director / Orange County Public Works

Subject: Retroactive Request to Apply for the Orange County Transportation Authority Regional Capacity Program Grant for the Cow Camp Road Completion Project

This memo is being submitted to request that the County Executive Officer place the subject grant application on the December 16, 2025, Board of Supervisors Meeting Agenda. Orange County Public Works requests retroactive approval for this Orange County Transportation Authority Renewed Measure M (M2) Regional Capacity Program (RCP) opportunity. The application deadline was November 20, 2025.

On November 20, 2025, an application was submitted for the Cow Camp Road Completion Project. If successful, the awarded grant funds will be used for the construction of the Cow Camp Road Completion Project. This project is the continuation of the arterial extension from Antonio Parkway to the eastern terminus at Ortega Highway. Once complete, Cow Camp Road will alleviate congestion on Ortega Highway by providing a new parallel route.

The requested M2-RCP grant is for $73,722,675 with a 25% local match of $24,574,225. 100% of the local match will be fulfilled by funds from Rancho Mission Viejo via a cooperative agreement. OC Public Works plans to return to the Board with a request to accept funding if the grant application is awarded.

If you have any questions, please contact Denise Garcia, Grant Manager at (714) 647-3996.

Thank you for your consideration,

DocuSigned by:
Kevin Onuma
6637C1ABB313470...

Kevin Onuma
Orange County Public Works
Director

12/8/2025 | 4:30 PM PST
Date

Approved:

Digitally signed by Michelle Aguirre
Date: 2025.12.10 08:00:07 -08'00'

Michelle Aguirre, County Executive Officer

12/10/25
Date

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Measure M2 Comprehensive Transportation Funding Regional Capacity Program (Project O) Arterial Capacity Enhancements (ACE) Cow Camp Road Completion Project
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Orange County Transportation Authority
Application Amount Requested:	$73,722,675
Application Due Date:	November 20, 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? Retroactive	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	1. Cow Camp Road – Segment 2A & 2B (Construction) - $14,778,770 2. Cow Camp Road – Segment 2 (Engineering Phase) - $3,250,000 3. Oso Parkway and Antonio Parkway Intersection Improvements - $792,669 4. Ortega Highway Widening Improvements - $1,950,000 5. Los Patrones Parkway Extension, Environmental Document/Pre-Design Phase - $1,875,000 6. Los Patrones Parkway Extension, Final Design - $5,000,000
Does this grant require CEQA findings?	Yes
What Type of Grant is this?	**Application** - Competitive
County Match?	Yes
How will the County Match be fulfilled? (Please include the specific budget)	The required match amount is $25,574,225.00 and it will be fulfilled by funds from Rancho Mission Viejo via cooperative agreement.
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	New
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 Cow Camp Road Completion Project is the continuation of the arterial extension from Antonio Parkway to the eastern terminus at Ortega Highway. This final phase of Cow Camp Road begins just east of the existing intersection at Coyotes Way and extends 1.15 miles east to include signalized intersections at Gibby Road and Bucker Way, a new bridge over San Juan Creek, and terminating at a roundabout at Ortega Highway. Cow Camp Road is proposed as a four-lane arterial roadway (two lanes in each direction) with multi-use/shared use paths and sidewalk. Drainage and grading outside the public R/W will be included within easements.

OCTA has approved the Cow Camp Road alignment as part of the Master Plan of Arterial Highways and the County of Orange Public Works Department has approved the construction plans from Antonio Parkway to the eastern terminus at Ortega Highway. A Project Study Report and Environmental certification through the CEQA EIR Addendum were approved in June 2016 and February 2015, respectively. Engineering Drawings for the completion of Cow Camp Road have been approved by OCPW so that this project can be bid and constructed as a standalone construction contract. This is consistent with the approach to construct all previous segments of Cow Camp Road.

Once the extension to Ortega Highway is complete, Cow Camp Road will alleviate congestion on Ortega Highway by providing a new parallel route to Antonio Parkway and Los Patroness Parkway.

Total construction cost for the completion of Cow Camp Road is expected to be $98,296,900. This grant application is pursuing a 25% local funding match and is requesting $73,722,675 in CTFP funds. Construction is expected to begin in August 2026 and take 42 months, concluding in January 2030.

100% match of $24,574,225 to be fulfilled by funds from Ranch Mission Viejo via a cooperative agreement.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Ray Diaz

Recommended Action(s)
(Please specify below)

1. Adopt Resolution approving the submittal of the Cow Camp Road Completion Project to the Orange County Transportation Authority for funding under the Comprehensive Transportation Program;
2. Authorize the Director of OC Public Works, or designee, to sign and submit the application for Cow Camp Road Completion Project;
3. Request Orange County Transportation Authority to allocate Measure M2 Regional Capacity Program (Project O) funds to the County of Orange in the amount specified in the Cow Camp Road Completion Project Application

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

Denise Garcia 714-243-0577 Denise.Garcia@ocpw.ocgov.com Jeff Ernst Jeff.Ernst@ocpw.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:

Kevin Onuma

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
December 16, 2025

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY APPROVING THE SUBMITTAL OF **COW CAMP ROAD COMPLETION PROJECT** TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION PROGRAM

THE BOARD OF SUPERVISORS OF ORANGE COUNTY HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS THAT:

WHEREAS, the County of Orange (County) desires to implement the transportation improvements listed below; and

WHEREAS, the County has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive M2 "Fair Share" funds; and

WHEREAS, the County's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

WHEREAS, the County will not use M2 funds to supplant Developer Fees or other commitments;

WHEREAS, the County must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement.

WHEREAS, the County will provide a minimum of 25% in matching funds for the Cow Camp Road Completion Project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines; and

WHEREAS, the Orange County Transportation Authority intends to allocate funds for transportation improvement projects, if approved, within the incorporated cities and the County; and

WHEREAS, the County authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary; and

WHEREAS, upon acceptance of these grant funds, the County of Orange agrees to execute a cooperative agreement with Rancho Mission Viejo to provide matching funds, implement the project and provide the necessary documents as required by the Orange County Transportation Authority Comprehensive Transportation Funding Program for Cow Camp Road Completion Project.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Orange does hereby:

1. Requests the Orange County Transportation Authority allocate funds in the amounts specified in the County's application to County from the Comprehensive Transportation Funding Programs. Said funds, if approved, shall be matched by funds from County as required and shall be used as supplemental funding to aid the County in the improvement of Cow Camp Road Completion Project.

2. Authorizes the Director of Public Works or designee to sign and submit the application for Cow Camp Road Completion Project.

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601 North Ross Street
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(714) 667-8800

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OCPublicWorks.com

Administrative Services

OC Development Services

OC Facilities Design & Construction Management

OC Facilities Maintenance & CUF

OC Fleet Services

OC Construction

OC Environmental Resources

OC Operations & Maintenance

OC Infrastructure Programs

OC Survey

ORANGE COUNTY OC Public Works

Date: November 25, 2025

To: County Executive Officer

From: Kevin Onuma
Director / Orange County Public Works

Subject: Retroactive Request to Apply for Orange County Transportation Authority Regional Traffic Signal Synchronization Program Grant for the Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project

This memo is being submitted to request that the County Executive Officer place the subject grant application on the December 16, 2025, Board of Supervisors Meeting Agenda. Orange County Public Works requests retroactive approval for this Orange County Transportation Authority Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP) opportunity. The application deadline was November 20, 2025.

On November 20, 2025, an application was submitted for the Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project. If successful, the awarded grant funds will be used for the construction of the Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project. This project includes signal coordination, communication and detection support, new/upgraded communication systems, new/upgraded detection, intersection/field modernization and replacement, and minor signal operation improvements along the Oso Parkway/Pacific Drive/Glenwood Drive Corridor.

The requested M2-RTSSP grant is for $85,857 with 20% County portion local match of $21,465. OC Public Works plans to return to the Board with a request to accept funding if the grant application is awarded.

If you have any questions, please contact Denise Garcia, Grant Manager at (714) 647-3996.

Thank you for your consideration,

DocuSigned by:
Kevin Onuma
6637C1ABB313470...

Kevin Onuma
Orange County Public Works
Director

12/8/2025 | 4:30 PM PST
Date

Approved: Digitally signed by Michelle Aguirre
Date: 2025.12.10 08:02:46 -08'00'

Michelle Aguirre, County

12/10/25
Date

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Measure M2 Comprehensive Transportation Funding Regional Traffic Signal Synchronization Program (Project P) Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Orange County Transportation Authority
Application Amount Requested:	$85,857
Application Due Date:	November 20, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	June 1, 2026
Is this an Authorized Retroactive Grant Application/Award? Retroactive	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	1. RTSSP – Crown Valley Parkway Corridor Improvement Project; $72,000 2. RTSSP – Antonio Parkway Corridor Improvement Project; $1,424,000
Does this grant require CEQA findings?	Yes
What Type of Grant is this?	**Application** - Competitive
County Match?	Yes
How will the County Match be fulfilled? (Please include the specific budget)	The required match amount is $21,465.00 and it will be fulfilled by Fund 174.
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	New
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 M2-Regional Traffic Signal Synchronization Program (RTSSP) funds synchronization costs associated with the coordination of traffic signals along multiple jurisdictions. Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project includes signal coordination, communication and detection support, new/upgraded communication systems, new/upgraded detection, intersection/field modernization and replacement, and minor signal operation improvements along the Oso Parkway/Pacific Drive/Glenwood Drive Corridor.

The City of Aliso Viejo is the lead agency for the grant application and project implementation. The total project cost for County's portion is estimated at $107,322. The M2 RTSSP grant request is for $85,857 and the required 20% County match is $21,465.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Ray Diaz

Recommended Action(s)
(Please specify below)

1. Adopt Resolution approving the submittal of the Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project to the Orange County Transportation Authority for funding under the competitive Measure M2 Regional Traffic Signal Synchronization Program

2. Authorize the Director of Public Works, or designee, to request the Orange County Transportation Authority to allocate funds in the amounts specified in the Regional Traffic Signal Synchronization Program application for Oso Parkway/Pacific Drive/Glenwood Drive Improvement Project. Such funds, if approved, shall be matched by funds from the County as required and shall be used as supplemental funding to aid the County in signal synchronization along the Oso Parkway Corridor.

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

Denise Garcia 714-243-0577 Denise.Garcia@ocpw.ocgov.com Jeff Ernst Jeff.Ernst@ocpw.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:

Kevin Onuma

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
December 16, 2025

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY APPROVING THE SUBMITTAL OF **OSO PARKWAY/PACIFIC DRIVE/GLENWOOD DRIVE IMPROVEMENT PROJECT** TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM.

THE BOARD OF SUPERVISORS OF ORANGE COUNTY HERE RESOLVES, DETERMINES AND ORDERS AS FOLLOWS THAT:

(a) WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program targets over 2000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions; and

(b) WHEREAS, the County of Orange has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive revenues as part of Measure M2; and

(c) WHEREAS, the County of Orange must include all projects funded by Net Revenues in the seven-year Capital Improvements Program as part of the Renewed Measure M Ordinance eligibility requirement.

(d) WHEREAS, the County of Orange authorizes a formal amendment to the seven-year Capital Improvement program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary.

(e) WHEREAS, the County of Orange has a currently adopted a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

(f) WHEREAS, the County of Orange will provide matching funds for each project as required by the Orange County Comprehensive Transportation Funding Programs Procedures Manual; and

(g) WHEREAS, the County of Orange will not use Measure M2 funds to supplant Developer Fees or other commitments; and

(h) WHEREAS, the County of Orange desires to implement the **CITY OF ALISO VIEJO'S** multi-jurisdictional signal project along **OSO PARKWAY/PACIFIC DRIVE/GLENWOOD DRIVE CORRIDOR**; and

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors hereby authorizes the Director of OC Public Works or designee to act as the official representative of the County of Orange, to:

1. Request the Orange County Transportation Authority to allocate funds in the amounts specified in the Regional Traffic Signal Synchronization Program application for Oso Parkway/Pacific Drive/Glenwood Drive Improvement Program from the Regional Traffic Synchronization Program. Such funds, if approved, shall be matched by funds from the County as required and shall be used as supplemental funding to aid the County in signal synchronization along the Oso Parkway Corridor;

ORANGE COUNTY
SHERIFF'S DEPARTMENT

EXTERNAL MEMO

To: County Executive Officer, Michelle Aguirre
From: Sheriff-Coroner, Don Barnes
Date: December 16, 2025
RE: Retroactive Request to Apply for the FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program

Digitally signed by Michelle Aguirre
Date: 2025.12.08 16:28:44 -08'00'

The Sheriff-Coroner Department requests that the County Executive Officer place the subject grant application on the agenda for the December 16, 2025, Board of Supervisors Meeting. The Sheriff also requests retroactive approval to apply for the FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program. When the grantor released the Notice of Funding Opportunity, the 30-day deadline to present this item to the Board for permission to apply had already passed, resulting in a ratified request. Additionally, the California Governor's Office of Emergency Services (CalOES), who is serving as the pass-through entity for the grant application, requested a short internal deadline and turnaround time.

The FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program aims to detect, monitor, and mitigate unauthorized drone activity in Orange County's Operational Area. The program provides funding to local governments who are working against unlawful use of unmanned aircraft systems by ensuring that local governments receive resources, training, and the operational capacity they need to strengthen national preparedness.

The County of Orange will use grant funding to help create and implement a Counter-Unmanned Aircraft System (C-UAS) facility in Orange County's Operational Area. This will include establishing a real-time monitoring capability option with the Orange County Real Time Operations Center, the Orange County Intelligence Assessment Center Fusion Center, and regional mutual-aid agencies. Additionally, setting up personnel and public safety partner training, developing standard operating procedures, and implementing quarterly operational tests will assist with protecting the public and critical infrastructure from unlawful use of UAS.

If you have any questions about this grant, please contact Miriam Torrez, Fiscal Administrator, at (714) 834-4347 or mtorrez@ocsheriff.gov.

c: Executive Director Brian Wayt
Financial Director Noma M. Crook
Lorena Murillo, Senior Fiscal Manager
Miriam Torrez, Fiscal Administrator

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	FY 2026 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) pass-through the California Governor's Office of Emergency Services (Cal OES)
Application Amount Requested:	$1,250,000
Application Due Date:	November 21, 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? Retroactive	
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?	New
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The purpose of this grant funding is to procure and implement a Counter-Unmanned Aircraft System (C-UAS) platform designed to detect, monitor, and mitigate unauthorized or malicious drone activity in Orange County's Operational Area. This includes establishing a real-time monitoring capability in collaboration with the Orange County Real Time Operations Center, the Orange County Intelligence Assessment Center Fusion Center, and regional mutual-aid law enforcement agencies. The funding will also support personnel and public safety partner training, the development of standard operating procedures, and the execution of quarterly operational tests.

These efforts aim to provide early warnings of UAS incursions, enhance situational awareness, and facilitate coordinated responses.	
Board Resolution Required? **Deputy County Counsel Name:**	No
Recommended Action(s) (Please specify below)	
Authorize the Sheriff-Coroner, or designee, to retroactively apply for the Counter-Unmanned Aircraft Systems (C-UAS) Grant Program through the U.S. Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA).	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Captain Ryan Anderson (714) 289-3983 randerson@ocsheriff.gov Miriam Torrez, Fiscal Administrator (714) 834-4347 mtorrez@ocsheriff.gov	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Captain Ryan Anderson	

ORANGE COUNTY SHERIFF'S DEPARTMENT

Digitally signed by Michelle Aguirre
Date: 2025.12.08 14:54:14 -08'00'

EXTERNAL MEMO

To: Michelle Aguirre, County Executive Officer
From: Don Barnes, Sheriff-Coroner
Date: December 16, 2025
RE: Retroactive Request to Accept the FY 2024 Urban Area Security Initiative (UASI) Grant Program

The Sheriff-Coroner Department requests that the County Executive Officer place the subject grant application on the agenda for the December 16, 2025, Board of Supervisors Meeting. The Sheriff also requests retroactive approval to accept the grant award for the FY 2024 Urban Area Security Initiative (UASI) Grant Program. The Sheriff-Coroner was unable to request permission to accept the award for this grant due to an internal review delay.

The FY 2024 Urban Area Security Initiative (UASI) Grant Program is one of three programs that operate under the Homeland Security Grant Program (HSGP). The UASI grant program supports high-threat and high-density urban areas by addressing their planning, training, and equipment needs. The grant program enhances sustainable methods to prevent, protect against, respond to, and recover from acts of terrorism.

The Orange County Sheriff's Department will use the funds to support contract positions at the Orange County Intelligence Assessment Center (OCIAC), for intelligence work and analyst proficiency training for contract personnel. The funding will also cover operational overtime for OCIAC staff, as well as expenses for equipment, training, software, planning, and exercises.

If you have any questions about this grant, please contact Miriam Torrez, Fiscal Administrator, at (714) 834-4347 or mtorrez@ocsheriff.gov.

c: Executive Director Brian Wayt
Financial Director Noma M. Crook
Lorena Murillo, Senior Fiscal Manager
Miriam Torrez, Fiscal Administrator

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	FY 2024 Urban Area Security Initiative (UASI) Grant Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Homeland Security
Application Amount Requested:	$2,222,000
Application Due Date:	February 9, 2026
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$2,222,000
Notification Date of Funding Awarded:	November 12, 2025
Is this an Authorized Retroactive Grant Application/Award? Retroactive	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	

Grant Year	Amount
2019	$5,772
2020	$375,000
2021	$62,000
2022	$150,000
2023	$2,330,450

Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Allocation through UASI
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 City of Anaheim received the FY 2024 UASI grant award and, on November 12, 2025, provided the Orange County Sheriff-Coroner Department with the sub-recipient award notification letter for $2,222,000. These funds are for the Orange County Intelligence Assessment Center (OCIAC) contract positions for intelligence work and for analyst proficiency training for contract personnel. The grant funds are also for operational overtime for OCIAC staff, equipment, training, software, planning, and exercises.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Wendy Phillips, Senior Deputy County Counsel

Recommended Action(s)
(Please specify below)

1. Authorize the Sheriff-Coroner, or designee, to retroactively accept the grant award from the Urban Area Security Initiative (UASI) grant program.

2. Authorize the Sheriff-Coroner, or designee, to execute the Grant Agreement, any subsequent amendments, and any related documents.

3. Adopt a governing resolution that authorizes the Sheriff-Coroner, or designee, to execute any actions necessary to obtain the grant funding provided by The U.S. Department of Homeland Security and sub-granted through UASI.

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

Captain Ryan Anderson (714) 289-3983 randerson@ocsheriff.gov
Miriam Torrez, Fiscal Administrator (714) 834-4347 mtorrez@ocsheriff.gov

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

Captain Ryan Anderson

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

December 16, 2025

WHEREAS, the United States Department of Homeland Security, through the California Office of Emergency Services, is providing funding for the FY2024 Urban Areas Security Initiative (UASI) Grant Program to address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

WHEREAS, the City of Anaheim has received the grant year 2024 UASI award and has granted a subaward to the County of Orange as a subrecipient.

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

1. Authorize the Sheriff-Coroner, or designee, to execute the "Agreement for Transfer of Equipment/Services for Grant Year 2024 UASI Program", and sign any documents, including any amendments thereof.
2. Assure that the County of Orange will abide by the statutes and regulations governing the UASI Grant Program, as detailed in the Agreement with the City of Anaheim.
3. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors

BE IT FURTHER RESOLVED that this Board will not provide specific matching funds if the grant application is approved.

Attachment A

COUNTY OF ORANGE CALIFORNIA
OC Social Services Agency
Our Community, Our Commitment

M E M O

12/8/2025

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

From: **An Tran, Director, Social Services Agency**

Re: **Housing and Disability Advocacy Program**

Subject: **Request to Approve Ratification Grant Award**

This memo is being submitted to request that the CEO place the subject grant award on the December 16, 2025, Board of Supervisors (Board) Meeting Agenda. The Social Services Agency (SSA) requests ratified approval as the California Department of Social Services released an All County Welfare Directors Letter (ACWDL) on November 10, 2025. Due to the holiday schedule, this request for award approval could not be submitted until after the 30-day notification deadline.

SSA now requests ratified approval to receive the award in the amount of $1,747,001, which is the allocation amount for Orange County stated in the ACWDL.

If you have any questions about the grant, please contact Denise Gallon at (714) 541-7717.

Thank you,

	12/8/25	
	Department Head or Designee	Date
Approved:	Digitally signed by Michelle Aguirre Date: 2025.12.10 07:57:48 -08'00'	12/10/25
	Michelle Aguirre, County Executive Officer	Date

Page 29 of 31

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 10, 2025
Requesting Agency/Department:	Social Services Agency
Grant Name and Project Title:	Housing and Disability Advocacy 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 Social Services
Application Amount Requested:	$1,747,001
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$1,747,001
Notification Date of Funding Awarded:	November 10, 2025
Is this an Authorized Retroactive Grant Application/Award? Ratified	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2018 Applied: $2,147,651 2018 Awarded: $2,147,651 2019-20 Applied: $1,091,855 2019-20 Awarded: $1,091,855 2020 Applied: $102,634 2020 Awarded: $102,634 2020-21 Applied: $1,270,023 2020-21 Awarded: $1,270,023 2020-21 Applied: $127,002 2020-21 Awarded: $127,002 2021-22 Applied: $7,659,238 2021-22 Awarded: $7,659,238 2022-23 Applied: $7,659,238 2022-23 Awarded: $7,659,238 2023-24 Applied: $1,187,103 2023-24 Awarded: $1,187,103 2024-25 Applied: $1,187,103 2024-25 Awarded: $1,187,103 2025-26 Applied: $1,187,103 2025-26 Awarded: $1,187,103
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Award** - Non 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 Housing and Disability Advocacy Program (HDAP) is a county-administered program that is dedicated to assisting individuals with disabilities who are experiencing homelessness. HDAP focuses on providing comprehensive support, including outreach, case management, disability benefits advocacy and housing assistance. The program prioritizes those facing chronic homelessness and individuals who are heavily reliant on government-funded services. HDAP is a recurring grant that provides funding to the County of Orange (County) System of Care. The funding aims to enhance services for homeless individuals in Orange County and improve care coordination among various agencies, including the County of Orange Social Services Agency (SSA), OC Community Resources (OCCR), OC Health Care Agency (HCA), and the Office of Care Coordination.

On November 10, 2025, the California Department of Social Services (CDSS) released the All County Welfare Director Letter (ACWDL) notifying counties of the availability of $40.2 million in one-time HDAP funding for FY 2025-26. A non-competitive allocation in the amount of $1,747,001 is available to the County for the expenditure period of July 1, 2025, to June 30, 2028.

Ratification of this award will allow for continuity and development of HDAP services and provide a needed resource to the System of Care as the County continues to address homelessness in our community.

The Memorandum of Understanding between SSA and the County Executive Office for HDAP collaboration will be amended to include an updated term and budget once the funds have been approved by the Board.

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s)
(Please specify below)

Ratify acceptance of the award for the Housing and Disability Advocacy Program allocation in the amount of $1,747,001 and authorize the Social Services Agency Director or designee to execute an agreement with the California Department of Social Services to administer the Housing and Disability Advocacy Program funds.

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

An Tran 714-541-7708 An.Tran@ssa.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:

An Tran

Office of Supervisor Janet Nguyen

Continuation Request

December 15, 2025

TO: Robin Stieler, Clerk of the Board

FROM: Supervisor Janet Nguyen, First District

RE: ASR Control #: **Meeting Date:** December 16, 2025 **Agenda Item No.** #28

SUBJECT: 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"

☒ Request to continue Agenda Item No. #28 to the January 13, 2026 Board Meeting.

Comments:

RECEIVED
2025 DEC 15 AM 10:59
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

RECEIVED
2025 DEC 10 AM 10:53
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Donald P. Wagner, Third District

Date: December 10, 2025

RE: Reappointment of Raymond Schnell to the Orange County Cemetery District S28A

Please place the following item on the December 16, 2025, Board of Supervisors agenda as a supplemental item: Reappoint Raymond Schnell to the Orange County Cemetery District to complete the term ending 1/7/2030.

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 Cemetery District

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Raymond (First Name) Vincent (Middle Name (Optional)) Schnell (Last Name)

(Street Address) Tustin (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: Orange County

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
See attached for full list		

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.

See attached.

DATE: 12/2/25 **APPLICANTS SIGNATURE:** Ray Lee

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 _____

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

Tustin City Council Member	Dec 2021 to Present
TCA Board of Directors	Jan 2024 to Present
SARFA	Jan 2022 to Present
OC Library Advisory Board	Jan 2022 to Present
El Dorado HOA – Board Member	Oct 2017 to Present
Tustin Public Schools Foundation – Board Member	May 2019 to Nov 2021
Tustin Schools Superintendent Advisory Council – Member	Oct 2017 to May 2019
Peter's Canyon Elementary School Site – Member	Sep 2016 to May 2018

PLEASE EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD

I am the proud son of a retired USAF General – John J. Schnell. My father passed away in August 2024 and was buried in the Washington Crossing National Veterans Cemetery in PA with full military honors. I would be proud to be a part of bringing a veterans cemetery to Orange County to honor the service and sacrifice of the brave men and women, like my dad, who served our country with honor.

Raymond V. Schnell

Professional Experience

EPIC Brokers, New York, NY & Los Angeles, CA
Principal, Principal: October 2022 – Present

- Focus on M&A transactional risk insurance services for PE Firms, Hedge Funds, Venture Capital and High Net Worth Individuals.
- Creatively solve risk related issues by leveraging insurance and alternative capital to substantially reduce costs, as well as enhance investment strategies that strengthen long-term financial performance.

Automatic Data Processing, Los Angeles, CA
Global Enterprise Solutions, Private Equity Coverage Officer: July 2014 – Sept 2022

- Partner with 10 of the largest global private equity firms to drive incremental ADP revenue across their portfolio companies and collaborate with investment executives to delivery operational excellence via strategic HCM process improvements.
- Engage with senior operations' executives at PE firms to provide insight on HCM value creation ADP can generate for organizations across investment horizon.
- Leverage private equity relationships to gain access to C-Suite to generate new opportunities for ADP and deliver business case on existing sales opportunities to increase ADP's probability of success.
- Delivered sales of $50MM FY15-FY22 with territory growth of 360% since FY15.
  Sales performance: FY16 - 115%, FY17 - 133%, FY18 – 105%, FY21 – 112%, FY22 – 174%

Automatic Data Processing, La Palma, CA
Major Account Sales, District Manager –Alliances & Private Equity: November 2010 – June 2014

- Partner with private equity firms to mitigate their investment risk, improve operational efficiencies and focus on market-based management activities that maximize portfolio valuations.
- Responsible for strategic management, business development and profitable revenue generation for territory of 130 clients generating $6,000,000 in annual gross revenue for ADP.

Compushare, Santa Ana, CA
Director of Marketing: January 2010 – October 2010

- Responsible for driving all lead generation and corporate communications strategies targeting financial services organizations in the Banking, Hedge Funds, Venture Capital and Private Equity markets.
- Created strategic marketing plans, sales programs and promotions which increased revenue growth by 28%.
- Oversaw creation, development and management of Inside Sales team with annual revenue target of $7,000,000.
- Drove initiative to rebrand company to address strategic business needs of alternate financial services markets.

CreativeHeads.net, Hermosa Beach, CA
Partner, VP Sales & Business Development: October 2001 – December 2009

- Built CreativeHeads.net into one of the largest job board networks for the creative industries focusing on Video Games, Animation, Visual F/X, TV, Film, Software Tools, Web, Wireless and Mobile. Community grew from zero users to 20 million in four years.
- Executed business development, marketing and sales strategy to expand footprint into existing and emerging entertainment industry markets including North America, Europe and Asia.
- Created and managed job fair events for top Animation, VFX and Video Game trade shows in US, Europe and Asia generating over 1MM in sales revenue.
- Drove Web 2.0 strategy and SEO for all major search engines, social networks and job aggregators to expand reach to over 40 websites.

Raymond V. Schnell

Deutsch Inc. New York, NY
Account Supervisor, May 1998 – September 2001
Account Executive, January 1998 – April 1998

Mitsubishi Motor Sales of America

- Core member of new business team that won Mitsubishi Motor Sales of America, Domino's Pizza and Citizen Watch Company accounts. Account billings $500 million.
- Lead team of 5 account and media executives to service regional clients. Managed all aspects of creative development, media planning and budgeting for 15 dealer associations. Account billings $25 million.

Verizon SuperPages

- Managed team that oversaw production of all general market and Hispanic television, radio, print and web advertising for brand. Built infrastructure of account, establishing process for creative review, project management, billing and budgets.

Citizen Watch Company

- Formulated marketing, media and creative strategies to effectively reposition Citizen's new brand identity.

Foote, Cone & Belding New York, NY
Account Executive, August 1996 – December 1998

Mazda Motor Sales of North America

- Responsible for Mazda's Northeast Region strategic marketing and advertising programs.

State Farm Insurance Companies Ballston Spa, NY
Senior Underwriter, November 1995 – July 1996
Underwriter, May 1993 – October 1995

Education

- Chapman University, The George L. Argyros School of Business and Economics: Executive MBA, May 2014
- University of Rochester: BA English, Marketing Business Certificate: May 1991

Activities, Honors & Professional Affiliations

- Tustin City Council Member: December 2021 – Present
- Foothill Eastern Transportation Corridor Agencies Board Member: January 2024 – Present
- Orange County Cemetery District Board Member: January 2025 - Present
- Beta Gamma Sigma: International Business School Honor Society
- ADP President's Club: FY 2013, FY 2016, FY 2017, FY 2018
- President: Chapman University MBA Alumni Association: June 2020 – June 2021
- Board of Directors: Chapman University MBA Alumni Association: June 2014 – Present
- Board of Directors: El Dorado Homeowners Association: 2017 – Present
- Board of Directors: Tustin Public Schools Foundation: 2019 - 2021
- Board Member: Tustin Unified School District - Superintendent Advisory Council: 2017-2019
- Board of Directors: Peter's Canyon Elementary School Site Council: 2017 - 2019
- ADP National Sales Advisory Board, Member October 2011 – June 2014
- Irvine Girls Softball Association, Head Coach 2016 - 2018
- University & National Dean's List
- Delta Kappa Epsilon Fraternity
- Collegiate Football

Revision to ASR and/or Attachments

RECEIVED
2025 DEC 11 AM 10:13
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date: 12/11/25

To: Clerk of the Board of Supervisors

CC: County Executive Office

Digitally signed by Michelle Aguirre
Date: 2025.12.11 10:04:21 -08'00'

From: **Dylan Wright, Director, OC Community Resources**

Re: ASR Control : Supplemental ASR , Meeting Date 12/16/25, Item No. # S28B

Subject: Amended and Restated MOU with the Orange County Housing Finance Trust

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Explanation:

Revision to Attachment A is needed to incorporate eSignature verification for the Trust Counsel's signature located on page 8 of the attachment.

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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

Attachment A – Amended and Restated Memorandum of Understanding with Orange County Housing Finance Trust

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY HOUSING FINANCE TRUST FOR THE PROVISION OF SERVICES

Amended and Restated Memorandum of Understanding ("**Amended MOU**") is entered into as of January 1, 2026 between the County of Orange ("**County**"), a political subdivision of the State of California, and the Orange County Housing Finance Trust (the "**Trust**"), a California public agency formed pursuant to California Government Code section 6500 *et. seq*. County and Trust may each be referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS the Trust previously requested that the County, through certain County departments, provide the Trust certain services as specified in the MOU executed between the Parties and which became effective June 23, 2020 ("**Original MOU**"); and

WHEREAS since execution and effectuation of the Original MOU, the Trust's service needs have evolved; and

WHEREAS the County continues to be willing and able to provide the services outlined in this Amended MOU to the Trust and the Trust agrees to pay County for said services; and

WHEREAS the services which the County will provide to the Trust will be at a rate that shall not exceed the costs of providing same or similar services to County departments; and

WHEREAS the County and the Trust desire to set forth certain policies, procedures, and provisions of such County services.

NOW, THEREFORE, County and the Trust agree as follows:

I. PURPOSE

This MOU, including Attachments A through F, outlines the understanding between County and the Trust related to the provision of certain services ("**Services**") by County to the Trust.

II. TERM

This Amended MOU for Services (as described in Section III) provided by County to the Trust will commence on January 1, 2026. The Amended MOU shall remain in full effect until termination as provided herein.

III. SERVICES PROVIDED BY COUNTY

The Trust requests County to perform the following Services in the same manner as for County

departments except as the Trust otherwise approves:

A. Auditor-Controller ..... Attachment A
B. Treasurer..... Attachment B
C. County Counsel ..... Attachment C
D. Clerk of the Board ..... Attachment D
E. OC Community Resources..... Attachment E
F. CEO Public Finance..... Attachment F

County shall provide the Services at the levels specified and defined in Attachments A through F. County shall allocate the resources and perform the duties, and fulfill the responsibilities set forth in Attachments A through F. The provision of Services under this Amended MOU shall be under the administrative supervision and direction of the Chair of the Trust Board of Directors and the County Executive Officer on behalf of County.

IV. RECORDS

All records generated by or as a result of this Amended MOU shall become and remain the property of County; provided that the Trust shall be entitled to obtain copies of such records at the same rates as those charged to County departments and special districts.

V. COMPENSATION FOR SERVICES

The County shall provide the Trust the estimated annual cost of providing the Services described in Attachments A through F annually for consideration by the Trust during its annual budget process.

The County shall provide this information to the Trust on or before March 31 of each year for the next fiscal year. The rates charged to the Trust for such Services provided shall be the same rates as those charged to County departments and special districts for the same or similar Services and shall be subject to adjustment annually at the sole and exclusive discretion of the County. The Trust agrees to compensate County at such rates in consideration for the Services provided by the County. Failure to provide the estimated annual cost to the Trust shall not constitute a waiver by the County to increase its rates in the following fiscal year; provided that, and despite anything to the contrary, (1) no such increase shall be effective until and unless the Trust receives written notice of such increase at least one hundred twenty (120) days before the effective date of the increase, and (2), within thirty (30) days after receipt of such notice of increase in rates, the Trust may terminate this MOU upon ninety (90) days written notice to County. The termination provision in this section applies only to rate increases subsequent to the start of the Trust fiscal year.

VI. PAYMENT

The County will bill the Trust for services provided by the County by issuing an invoice by the 15th of each month. Trust shall approve the invoice within ten (10) business days following the receipt of invoice. Upon such approval, County will collect payment via Journal Voucher pursuant to the approved invoice. County failure to issue an invoice shall not constitute a waiver of the County's right to issue an invoice and receive payment from the Trust for Services rendered under this Amended MOU. All invoices for Services provided as part of this Amended MOU shall

be posted to the Trust Fund Number 163.

The Parties agree to act in good faith and to use their best efforts to resolve all questions regarding invoices. If a Party has a dispute regarding the invoice or approval thereof, the disputing Party must notify the other Party within ten (10) business days of receiving the invoice or its approved amount. The Parties agree to use their best efforts to resolve the dispute within thirty (30) days following the non-disputing Party's receipt of the invoice dispute. Disputes shall be resolved using the dispute resolution process set forth in this Amended MOU.

Enhanced routine backup documentation beyond that customarily submitted to County departments and special districts will be provided by mutual consent of the County and Trust, at a reasonable cost to Trust. However, nothing in the above shall limit the Trust's right to request and receive from the County additional supporting information from a Service department for billings which contain significant, unexplained anomalies that are inconsistent with the annual usage and expected cost plan for that given Service. Any such additional information required shall be provided at a reasonable cost to Trust. Trust and County shall agree upon appropriate audit procedures and testing should any Service become the subject of an audit.

The Trust will receive an invoice for any Service not included in this Amended MOU at the same rate that County departments or special districts are billed for the same Service.

VII. CHANGES, EXTRA WORK, AMENDMENTS

Neither Party shall make changes to this Amended MOU without the other Party's written consent. Such changes shall be incorporated into an amendment to be signed by both Parties before becoming effective. Such an amendment may be authorized by the County Executive Officer or designee and the Trust if the changes are merely ministerial but will be subject to approval by the County Board of Supervisors and the Trust Board of Directors if material changes are involved.

VIII. TERMINATION

Except as provided herein or as may otherwise be provided by law, either Party may terminate this Amended MOU or the provision of all or any of the Services under it by giving written notice ("**Notice of Termination**") to the other Party in the manner specified in this Section. A Notice of Termination shall be given at least ninety (90) days prior to the end of the fiscal year and shall become effective only upon the first day of the succeeding fiscal year. After receipt of a Notice of Termination, and except as otherwise agreed:

A. The County shall no longer be obligated to perform the Services required of it under this Amended MOU on the date specified and to the extent specified in the Notice of Termination even if Trust should thereafter request that said Services be performed under this Amended MOU.

B. Upon termination, Trust agrees to pay County in accordance with this Amended MOU for all Services performed to the date of termination, as well as Services rendered during any transition to a new Service provider.

C. It is understood and agreed that change in membership of the Trust's Board of

Directors or a member of the County's Board of Supervisors during the term of this Amended MOU shall not affect the enforceability or cause the termination of this Amended MOU.

The above termination provision does not apply to those Services in which the County is otherwise required to provide under Business and Professions Code Section 6361.

IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTING

Unless otherwise identified herein, neither Party may delegate performance of its obligations hereunder, either in whole or in part, without the prior written consent of the other Party. However, the obligations undertaken by County pursuant to this Amended MOU may be carried out by means of subcontracts which meet the requirements of this Amended MOU as they relate to the Service or activity under subcontract subject to the written consent of the Trust, which consent shall not be unreasonably withheld or delayed. No subcontract shall terminate or alter the responsibilities of either Party pursuant to this Amended MOU. Trust may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

X. INDEMNIFICATION

A. Pursuant to Government Code section 895.4, the Parties hereby waive the pro rata (per capita) risk allocation provided by Government Code section 895.6.

B. Each Party (referred to herein in such capacity as Indemnitor) shall defend, indemnify, and hold the other Party, and its officers, board members, employees, representatives, and agents (as indemnitees) harmless, to the maximum extent permitted by law, from all claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of the performance by Indemnitor of its duties or obligations under this Amended MOU, or the performance of Indemnitor's officers, board members, employees, representatives, or agents under this Amended MOU, or out of the negligence or willful misconduct of Indemnitor, or of Indemnitor's officers, board members, employees, representatives, or agents, under this Amended MOU.

XI. INDEPENDENT CONTRACTOR

County shall perform this Amended MOU as an independent contractor, exercising due care and shall provide the Services with such skill as is customarily employed by providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Trust employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Trust employees, if any. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Amended MOU shall be performed. Trust shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

XII. NOTICES

Where required to be given under this Amended MOU, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

County's address:	County of Orange County Executive Office/Budget 400 W. Civic Center Drive Santa Ana, CA 92701
Trust's address:	Orange County Housing Finance Trust To be provided at a later date

Either Party may update its notice address by providing written notice to the other party. An updated notice address shall be effective upon receipt and shall not require a formal amendment to this Amended MOU.

XIII. ENTIRE AGREEMENT

This Amended MOU contains the entire and complete understanding of the Parties with respect to the provision of services as specified and defined in Attachments A through F of this Amended MOU.

XIV. COMPLIANCE WITH LAW

Notwithstanding anything to the contrary contained in this Amended MOU, the Parties agree that no provision of this Amended MOU shall require any Party to violate any applicable statute, rule of law or regulation.

XV. DISPUTE RESOLUTION

Whenever County and Trust disagree as to any matter governed by this Amended MOU, the dispute resolution process set forth discussed in this Section shall govern. Until the dispute is resolved, County shall continue to provide the Services and Trust shall continue to make payment for the non-disputed portion of each invoice.

If after thirty (30) days, Trust and County cannot resolve any dispute, either Party may give the other Party a written request for a meeting between the Trust and the County Executive Officer for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.

If after the meeting between the Trust and the County Executive Officer the dispute between the Parties is not resolved, the dispute shall be submitted to non-binding mediation in the City of Santa Ana, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall equally share the cost of mediation. If a dispute between the Parties regarding the interpretation or performance of this Amended MOU is not resolved by non-binding mediation, either Party may bring legal action to interpret or enforce this Amended MOU.

XVI. CONFIDENTIAL INFORMATION

Each Party may disclose the other Party's Confidential Information on a "need to know" basis to its own employees that are working on a project, or its own employees who are involved in the Services under this Amended MOU. Additionally, each Party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons, subpoena, or request for public records; or (iii) enforce its rights under this Amended MOU, provided that Party shall give advance written notification to the other Party that such disclosure is being made.

XVII. DEBT SUBORDINATION UNDERSTANDING

The Parties acknowledge that in any affordable housing project where both Parties provide financing, the Trust may be required to subordinate its financing to the County pursuant to a separate agreement between the Parties. This Amended MOU does not change or create a separate understanding as it relates to the Trust's debt subordination obligations.

XVIII. NEGOTIATED INSTRUMENT

This Amended MOU was negotiated at arms-length between the Trust and County, and neither Party "prepared" this Amended MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

XIX. APPROPRIATION/CONTINGENCY OF FUNDS

All obligations of the County herein are subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Amended MOU.

XX. RESERVATION OF RIGHTS

Each party reserves all rights and remedies arising under other contracts, if any, and/or under the law, including, without limitation, obligations imposed by statute, and/or obligations arising by reason of the application of principles of equitable and/or promissory estoppel. Nothing in this Amended MOU releases or relieves either party from any obligation otherwise imposed by contract and/or law.

XXI. AUTHORIZED SIGNATURES

Both Parties to this agreement represent that the signatories executing this document are fully authorized to enter into this Amended MOU.

-Signatures Follow on Next Page --

COUNTY:

COUNTY OF ORANGE, a political subdivision of the state of California

By_____
Michelle Aguirre
County Executive Officer

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By DocuSigned by: Jacqueline Guzman 3B85B806A2EB4F3... Deputy

Dated 12/4/2025

Orange County Housing Finance Trust



Katrina Foley
Orange County Housing Finance Trust Chair
Approved by Orange County Housing Finance Trust Board
December 3, 2025

APPROVED AS TO FORM
TRUST COUNSEL

By Ray Diaz

Dated 12/04/2025

ATTACHMENT A

AUDITOR-CONTROLLER

I. SCOPE OF SERVICES

The services described below to be provided to the Trust by the County of Orange Auditor-Controller are intended to be the same type of services as provided to County departments and agencies as of July 1, 2020. Additional services are not included and will be charged to Trust in accordance with Subparagraph IV below.

A. Claims and Disbursing Services

The County of Orange Auditor-Controller shall serve as the Auditor-Controller for Trust with respect to payment and processing of claims. Any late fees or interest resulting from untimely transmittal documentation from the Trust will be the responsibility of the Trust. Normal vendor payments will be paid for Trust by the OC Community Resources ("**OCCR**") Accounting Section of the Auditor-Controller using the County's financial and purchasing system in accordance with their normal procedures for auditing and allowing claims for OCCR. Trust shall use the County's financial and purchasing system to process and authorize purchase order contracts in a manner consistent with the County's purchasing procedures. For other contracts, Trust shall generally comply with the Orange County Housing Finance Trust Procurement Policy. Where Board of Directors approval is required for contracts, Trust shall submit such contracts for Board of Directors approval, since the Board of Directors is the governing body of Trust. Items that would normally require County department head approval will be approved by the Trust Chair. Employee reimbursement claims will also be handled in a manner consistent with the County's existing procedures. All disbursements, including checks and EFTs, will be processed for the Trust by the Check Writing division, following their normal procedures.

B. General Accounting Services

The General Accounting Section will include services provided by the OCCR Accounting Unit, including maintenance of accounting records for Trust's expenditures, encumbrances, revenues, and balance sheet accounts through the accounting system, annual audit support and provision of standard reports and on-line reports as normally provided to other County departments and agencies through the County's financial and purchasing system. The Trust shall timely issue 1099 Forms and report 1099 information to the IRS and Franchise Tax Board for reportable payments. Any additional reports or system modifications required by Trust will be charged at incremental cost, including system and labor costs in accordance with Subparagraph IV below.

C. Financial Reporting

The Financial Reporting and Mandated Costs Unit of the Auditor-Controller prepares the County's Annual Comprehensive Financial Report ("**ACFR**"). Since Trust is governed by the Trust Board of Directors also appoints the management and determines the budget of Trust, it will be included in the County's ACFR in accordance with standards issued by the Governmental Accounting Standards Board, and will be charged a share of the cost of preparing and auditing those reports, which includes the cost of Financial Reporting staff and the cost of the contracted outside audit firm.

D. Information Technology

The Information Technology Section maintains CAPS+ in support of services identified in the preceding Subparagraphs A. through C This includes all of the County's financial and purchasing system, but excludes the CAPS+ HR and Payroll System since Trust employees are not County employees and are not utilizing County payroll and personnel systems.

II. COST OF SERVICES

The estimated annual cost services to the TRUST are determined based on historical use and projected and/or known service needs and its annual estimated cost shall be provided pursuant to Section VI (Payment) of the Amended MOU above. All costs billed will be based on actual costs incurred by OCCR Accounting.

Indirect costs shall include the allocated administrative charges and the proportionate share of the Countywide Cost Allocation Plan (CWCAP), approved by the State, for the prior fiscal year.

In the event the Amended MOU is terminated, the County will compute a final adjustment within one (1) year from which services are last received from the County. The adjustment is needed to reflect the actual costs of services provided since the CWCAP costs are two (2) years in arrears. This adjustment will be invoiced or refunded to Trust as applicable. If an audit or review identifies that a transaction would result in an adjustment to Trust, then the adjustment should be provided to Trust regardless of the number of days after which the services were received from the County.

Although the annual costs provided are estimates, in the event the actuals costs projected or incurred exceed the estimates, the Trust shall be notified.

As outlined in Section V (Compensation for Services) of the Amended MOU above, on or before March 31 of the current fiscal year, written notice of the estimated annual cost shall be given to Trust for the following fiscal year.

III. PAYMENT PROCESS

Payment for Auditor-Controller services shall be made via invoice charging the same rate that county departments or special districts are charged for the same service for the total amount specified in Subparagraph II of this Attachment A.

IV. ADDITIONAL ACCOUNTING ASSISTANCE

A. If Trust requests additional professional accounting assistance from the Auditor-Controller over and above the standard accounting systems and procedures training and accounting systems orientation support provided to County departments and agencies, Trust shall pay for the total additional time at an hourly rate calculated based on the current year's rates published in the CEO Budget Policy and Instruction Manual. The billing will be performed at the completion of such additional services.

B. If Trust requests additional accounting or budgetary reports from the Auditor-Controller in addition to the standard reports provided to all County departments and agencies, the costs of such additional reports will be charged to Trust at the actual cost of designing, programming, preparing, producing, and distributing such additional reports, including all related systems costs.

ATTACHMENT B

TREASURER-TAX COLLECTOR

I. SCOPE OF SERVICES

The Services described below are to be provided by Treasurer-Tax Collector, consistent with the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

A. **Banking Services:**
   a. Bank relationship management
   b. Cash management services

B. **Fund Accounting and bank reconciliation Services**

The Services to the Trust will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this Amended MOU or until termination as provided in the Amended MOU.

II. COST OF SERVICES

Cost of Services is determined by two methodologies:

A. Pass-through of actual costs charged by processors for credit card fees, debit card fees, and actual costs charged by armored car service providers in an amount not to exceed $300.00 annually.

B. Actual administrative costs associated with depositing or handling of funds and distributing interest or income authorized by California Government Code Section 27013, will be charged via a basis point calculation on the average monthly cash balance of Trust funds on deposit with the Treasurer.

III. PAYMENT PROCESS

A. Actual costs for Services identified in Section II, Paragraph A of this Attachment B will be charged to the Trust using an invoice. These invoices will be processed on a monthly basis and will include appropriate back up documentation.

B. Costs as identified in Section II, Paragraph B of this Attachment B will be charged to the Trust using an invoice or other County approved methods.. These costs will be processed as part of the interest earnings apportionment process on a monthly basis using the current basis point estimate. A fiscal year-end accounting of the actual cost for these Services is expected to be completed within six (6) months of the County's year-end. At that time, charges

will be adjusted, positively or negatively, to reflect the actual cost of Services.

ATTACHMENT C

COUNTY COUNSEL

I. SCOPE OF SERVICES

The Legal Services described below are intended to be the same type of Legal Services as provided to the Trust prior to this agreement. If the Trust requests additional Legal Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

A. Attorneys shall provide the Trust with the necessary representation by staff qualified to perform the legal tasks.
B. Attorneys shall provide all legal services requested by The Trust within the Scope of Services described below.

    1. Advise Trust staff as to procedures, legality of documents, policy concerns, and legal implications concerning the Trust activities.
    2. Prepare resolutions, notices, pleadings, and other legal documents necessary for the Trust activities.
    3. Attend all Trust meetings and advise the Trust Directors to procedures, legality of documents, policy concerns, and legal implications concerning the Trust actions.
    4. Coordinate and contract with outside counsel for specialized matters.

II. COST OF SERVICES

County Counsel will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amended MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by the County Counsel at a rate that shall not to the costs of providing same or similar services to County departments.

The Trust will be billed the administration fee associated with this Attachment C at the same rate as County Departments or other special districts.

III. PAYMENT PROCESS

Reimbursement to County Counsel for Legal Services is handled through the biweekly payroll process, and via the invoice method, as needed.

ATTACHMENT D

CLERK OF THE BOARD OF SUPERVISORS

I. SCOPE OF SERVICES

A. Administrative Preparation of Regular and Special Meeting Agendas

The Clerk of the Board of Supervisors shall act as the Clerk of the Board of Directors for the Trust ("**Clerk of the Board**"). The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk will perform the administrative preparation of agendas pursuant to the Ralph M. Brown Act, Government Code Section 54950 et seq.

1. Collaborate with the Trust for the filing of agenda items with the Clerk of the Board.
2. Prepare and update agendas in compliance with the Ralph M. Brown Act for regular and special meetings of the Trust.
3. Distribute agenda packets to the Board of Directors electronically and make available for review to the general public. Copies of all documents submitted to the Trust will be on file with the Clerk of the Board's office and will be posted on the Trust's website.
4. Prepare list of directives from Trust members (if applicable).
5. Process legal publication requirements for the Trust prior to a meeting, as required.

B. Administrative Preparation and Clerking of Meetings

The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk shall attend each meeting of the Trust and maintain a record of all proceedings as required by law.

1. Prepare and set up meeting room.
2. Attend and clerk each meeting, capturing votes/action taken during meetings.
3. Facility where meetings are held must provide audio and/or video services.
4. Meetings should take place during regular business hours. Travel to and from meetings located at a site other than the Hall of Administration will be subject to mileage reimbursement for travel to and from meetings and parking fees (if applicable).

C. Administrative Preparation of Regular and Special Meeting Summary Action Minutes

The Clerk shall prepare and distribute Summary Action Minutes of meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda items plus all motions, resolutions, and ordinance numbers related to the item, all votes recorded and the final action

taken by the Orange County Housing Finance Trust.

1. Prepare the Summary Action Minutes after each meeting and schedule for Trust approval at their next scheduled meeting.
2. Distribute the approved Summary Action Minutes to the Trust members and make available for review to the general public.
3. Process legal publication requirements for the Trust after a meeting, as required.

D. Other Administrative Matters

1. Maintain the official records for the Orange County Housing Finance Trust.
2. Assist the public and the Trust departments/agencies with research of records and respond to public records act requests.
3. Provide Oath of Office to Board of Directors of the Trust.
4. Handle noticing and posting requirements for the Trust as required.
5. Order supplies for meetings of the Trust.
6. Perform the services as the filing official for the Trust.
7. Ensure submission of Form 700 filing for both County employed Trust Board Directors and Non-County employed Trust Board Directors

II. Cost of Services

The Clerk of the Board will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amended MOU above.

III. Payment Process

Billings for actual cost will be made via the invoice billing method and will use fund codes designated for the Trust.

ATTACHMENT E

OC COMMUNITY RESOURCES

I. SCOPE OF SERVICES

A. OC Community Resources ("OCCR") staff shall provide coordination services to support the Trust on an as-needed basis. The actual scope of work will be based upon mutual agreement between the Trust and OCCR. Staff services may include the following:

1. Coordinate with Trust staff on Trust Items for Regular, Special, Ad Hoc and Advisory meetings.
2. Coordinate for Trust Board actions going to County Board of Supervisors when required.
3. Facilitate or provide IT support for Trust website and email services and other IT support as/if requested by the Trust.
4. Oversight of MOU for all County departments including Invoice Tracking for Projects and for County Scope of Services MOU:
    i. Auditor-Controller
    ii. Treasurer Services
    iii. County Counsel
    iv. Clerk of the Board
5. OCCR Staff will provide the following direct services:
    i. Review of Trust Notice(s) of Funding Availability ("**NOFA**") and updates;
    ii. Coordinate/Attend routine (monthly, quarterly, as needed) Project/NOFA Status Meetings;
    iii. Procurement of contracts on behalf of the Trust.
    iv. Provide Technical Assistance as needed on affordable housing development/funding (and projects where there is not a conflict of interest);
    v. Coordinate with Health Care Agency (or other County Department as needed) on Supportive Services - including review of the NOFA (Term Sheet, Expression of Interest etc.) and review of NOFA applications to ensure funding compliance;
    vi. Conduct Annual Compliance Monitoring of Affordable and Supportive Housing Units (Property Management files, tenant income, Unit Rents and Inspections and resources included in the project);

    (a) The Trust shall maintain appropriate monitoring fees for projects to offset the cost of annual compliance monitoring.

II. COST OF SERVICES

OCCR will provide the Trust the estimated annual cost of providing the Services described

herein pursuant to Section VI (Payment) of the Amendment MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by OCCR at a rate that shall not exceed the costs of providing same or similar services to County departments.

OCCR shall bill the Trust monthly in arrears for services provided in the previous month at the rates approved by the County of Orange Board of Supervisors for the applicable fiscal year.

III. PAYMENT PROCESS

Payment for OCCR services shall be made via the invoice method as specified in this Amended MOU.

ATTACHMENT F

CEO PUBLIC FINANCE

I. SCOPE OF SERVICES

CEO Public Finance will provide Trust Manager/Executive Director Services

A. Facilitate and manage Trust Team Meetings to discuss and determine action items needed prior to presentation to the Trust Board of Directors or Trust Advisory Board. The Trust Team shall include the following:

1. County Representative(s).
2. Assigned person from the Clerk of the Board to assist with agendas, minutes, and administrative duties.
3. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.
4. Assigned person from Auditor- Controller
5. Other invitees as deemed necessary by the Trust.

B. Provide management and oversight of Trust operations as directed by the Trust Board of Directors ("Trust Board") and/or the Trust Chair:

1. Coordinate with Trust Board to establish annual budget and update annual and long-term strategic plans.
2. Prepare and coordinate with County Memorandum of Understanding (MOU) Departments for drafting of the Trust Board meeting agenda items and presentations.
3. Prepare and coordinate with MOU Departments on all competitive bidding proposals for consultant/professional services and provide recommendations to the Trust Board (e.g., financial, auditing, marketing, advocacy, insurance).
4. Coordinating with consultant/professional services contractors.
5. In coordination with MOU Departments, locating and reviewing responsive records and responding to record requests under the California Public Records Act.
6. Recommend to the Trust Board various policies and procedures for various compliance monitoring for Trust funded projects and establish policies and procedures upon direction from the Trust Board.
7. In coordination with MOU Departments, manage and update the Trust website.
8. Coordinate with Trust Board and implement Trust Board directives regarding public relations and strategic communications.
9. Other duties and assignments as requested by the Trust Board and/or through the Trust Chair.

II. COST OF SERVICES

CEO Public Finance will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section V (Compensation for Services) of the Amended MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by CEO Public Finance.

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AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY HOUSING FINANCE TRUST FOR THE PROVISION OF SERVICES

Amended and Restated Memorandum of Understanding ("**Amended MOU**") is entered into as of January 1, 2026 between the County of Orange ("**County**"), a political subdivision of the State of California, and the Orange County Housing Finance Trust (the "**Trust**"), a California public agency formed pursuant to California Government Code section 6500 *et. seq*. County and Trust may each be referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS the Trust previously requested that the County, through certain County departments, provide the Trust certain services as specified in the MOU executed between the Parties and which became effective June 23, 2020 ("**Original MOU**"); and

WHEREAS since execution and effectuation of the Original MOU, the Trust's service needs have evolved; and

WHEREAS the County continues to be willing and able to provide the services outlined in this Amended MOU to the Trust and the Trust agrees to pay County for said services; and

WHEREAS the services which the County will provide to the Trust will be at a rate that shall not exceed the costs of providing same or similar services to County departments; and

WHEREAS the County and the Trust desire to set forth certain policies, procedures, and provisions of such County services.

NOW, THEREFORE, County and the Trust agree as follows:

I. PURPOSE

This MOU, including Attachments A through F, outlines the understanding between County and the Trust related to the provision of certain services ("**Services**") by County to the Trust.

II. TERM

This Amended MOU for Services (as described in Section III) provided by County to the Trust will commence on January 1, 2026. The Amended MOU shall remain in full effect until termination as provided herein.

III. SERVICES PROVIDED BY COUNTY

The Trust requests County to perform the following Services in the same manner as for County

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departments except as the Trust otherwise approves:

A. Auditor-Controller ..... Attachment A
B. Treasurer..... Attachment B
C. County Counsel ..... Attachment C
D. Clerk of the Board ..... Attachment D
E. OC Community Resources..... Attachment E
F. CEO Public Finance..... Attachment F

County shall provide the Services at the levels specified and defined in Attachments A through F. County shall allocate the resources and perform the duties, and fulfill the responsibilities set forth in Attachments A through F. The provision of Services under this Amended MOU shall be under the administrative supervision and direction of the Chair of the Trust Board of Directors and the County Executive Officer on behalf of County.

IV. RECORDS

All records generated by or as a result of this Amended MOU shall become and remain the property of County; provided that the Trust shall be entitled to obtain copies of such records at the same rates as those charged to County departments and special districts.

V. COMPENSATION FOR SERVICES

The County shall provide the Trust the estimated annual cost of providing the Services described in Attachments A through F annually for consideration by the Trust during its annual budget process.

The County shall provide this information to the Trust on or before March 31 of each year for the next fiscal year. The rates charged to the Trust for such Services provided shall be the same rates as those charged to County departments and special districts for the same or similar Services and shall be subject to adjustment annually at the sole and exclusive discretion of the County. The Trust agrees to compensate County at such rates in consideration for the Services provided by the County. Failure to provide the estimated annual cost to the Trust shall not constitute a waiver by the County to increase its rates in the following fiscal year; provided that, and despite anything to the contrary, (1) no such increase shall be effective until and unless the Trust receives written notice of such increase at least one hundred twenty (120) days before the effective date of the increase, and (2), within thirty (30) days after receipt of such notice of increase in rates, the Trust may terminate this MOU upon ninety (90) days written notice to County. The termination provision in this section applies only to rate increases subsequent to the start of the Trust fiscal year.

VI. PAYMENT

The County will bill the Trust for services provided by the County by issuing an invoice by the 15th of each month. Trust shall approve the invoice within ten (10) business days following the receipt of invoice. Upon such approval, County will collect payment via Journal Voucher pursuant to the approved invoice. County failure to issue an invoice shall not constitute a waiver of the County's right to issue an invoice and receive payment from the Trust for Services rendered under this Amended MOU. All invoices for Services provided as part of this Amended MOU shall

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be posted to the Trust Fund Number 163.

The Parties agree to act in good faith and to use their best efforts to resolve all questions regarding invoices. If a Party has a dispute regarding the invoice or approval thereof, the disputing Party must notify the other Party within ten (10) business days of receiving the invoice or its approved amount. The Parties agree to use their best efforts to resolve the dispute within thirty (30) days following the non-disputing Party's receipt of the invoice dispute. Disputes shall be resolved using the dispute resolution process set forth in this Amended MOU.

Enhanced routine backup documentation beyond that customarily submitted to County departments and special districts will be provided by mutual consent of the County and Trust, at a reasonable cost to Trust. However, nothing in the above shall limit the Trust's right to request and receive from the County additional supporting information from a Service department for billings which contain significant, unexplained anomalies that are inconsistent with the annual usage and expected cost plan for that given Service. Any such additional information required shall be provided at a reasonable cost to Trust. Trust and County shall agree upon appropriate audit procedures and testing should any Service become the subject of an audit.

The Trust will receive an invoice for any Service not included in this Amended MOU at the same rate that County departments or special districts are billed for the same Service.

VII. CHANGES, EXTRA WORK, AMENDMENTS

Neither Party shall make changes to this Amended MOU without the other Party's written consent. Such changes shall be incorporated into an amendment to be signed by both Parties before becoming effective. Such an amendment may be authorized by the County Executive Officer or designee and the Trust if the changes are merely ministerial but will be subject to approval by the County Board of Supervisors and the Trust Board of Directors if material changes are involved.

VIII. TERMINATION

Except as provided herein or as may otherwise be provided by law, either Party may terminate this Amended MOU or the provision of all or any of the Services under it by giving written notice ("**Notice of Termination**") to the other Party in the manner specified in this Section. A Notice of Termination shall be given at least ninety (90) days prior to the end of the fiscal year and shall become effective only upon the first day of the succeeding fiscal year. After receipt of a Notice of Termination, and except as otherwise agreed:

A. The County shall no longer be obligated to perform the Services required of it under this Amended MOU on the date specified and to the extent specified in the Notice of Termination even if Trust should thereafter request that said Services be performed under this Amended MOU.

B. Upon termination, Trust agrees to pay County in accordance with this Amended MOU for all Services performed to the date of termination, as well as Services rendered during any transition to a new Service provider.

C. It is understood and agreed that change in membership of the Trust's Board of

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Directors or a member of the County's Board of Supervisors during the term of this Amended MOU shall not affect the enforceability or cause the termination of this Amended MOU.

The above termination provision does not apply to those Services in which the County is otherwise required to provide under Business and Professions Code Section 6361.

IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTING

Unless otherwise identified herein, neither Party may delegate performance of its obligations hereunder, either in whole or in part, without the prior written consent of the other Party. However, the obligations undertaken by County pursuant to this Amended MOU may be carried out by means of subcontracts which meet the requirements of this Amended MOU as they relate to the Service or activity under subcontract subject to the written consent of the Trust, which consent shall not be unreasonably withheld or delayed. No subcontract shall terminate or alter the responsibilities of either Party pursuant to this Amended MOU. Trust may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

X. INDEMNIFICATION

A. Pursuant to Government Code section 895.4, the Parties hereby waive the pro rata (per capita) risk allocation provided by Government Code section 895.6.

B. Each Party (referred to herein in such capacity as Indemnitor) shall defend, indemnify, and hold the other Party, and its officers, board members, employees, representatives, and agents (as indemnitees) harmless, to the maximum extent permitted by law, from all claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of the performance by Indemnitor of its duties or obligations under this Amended MOU, or the performance of Indemnitor's officers, board members, employees, representatives, or agents under this Amended MOU, or out of the negligence or willful misconduct of Indemnitor, or of Indemnitor's officers, board members, employees, representatives, or agents, under this Amended MOU.

XI. INDEPENDENT CONTRACTOR

County shall perform this Amended MOU as an independent contractor, exercising due care and shall provide the Services with such skill as is customarily employed by providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Trust employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Trust employees, if any. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Amended MOU shall be performed. Trust shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

XII. NOTICES

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Where required to be given under this Amended MOU, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

County's address:	County of Orange County Executive Office/Budget 400 W. Civic Center Drive Santa Ana, CA 92701
Trust's address:	Orange County Housing Finance Trust To be provided at a later date

Either Party may update its notice address by providing written notice to the other party. An updated notice address shall be effective upon receipt and shall not require a formal amendment to this Amended MOU.

XIII. ENTIRE AGREEMENT

This Amended MOU contains the entire and complete understanding of the Parties with respect to the provision of services as specified and defined in Attachments A through F of this Amended MOU.

XIV. COMPLIANCE WITH LAW

Notwithstanding anything to the contrary contained in this Amended MOU, the Parties agree that no provision of this Amended MOU shall require any Party to violate any applicable statute, rule of law or regulation.

XV. DISPUTE RESOLUTION

Whenever County and Trust disagree as to any matter governed by this Amended MOU, the dispute resolution process set forth discussed in this Section shall govern. Until the dispute is resolved, County shall continue to provide the Services and Trust shall continue to make payment for the non-disputed portion of each invoice.

If after thirty (30) days, Trust and County cannot resolve any dispute, either Party may give the other Party a written request for a meeting between the Trust and the County Executive Officer for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.

If after the meeting between the Trust and the County Executive Officer the dispute between the Parties is not resolved, the dispute shall be submitted to non-binding mediation in the City of Santa Ana, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall equally share the cost of mediation. If a dispute between the Parties regarding the interpretation or performance of this Amended MOU is not resolved by non-binding mediation, either Party may bring legal action to interpret or enforce this Amended MOU.

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XVI. CONFIDENTIAL INFORMATION

Each Party may disclose the other Party's Confidential Information on a "need to know" basis to its own employees that are working on a project, or its own employees who are involved in the Services under this Amended MOU. Additionally, each Party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons, subpoena, or request for public records; or (iii) enforce its rights under this Amended MOU, provided that Party shall give advance written notification to the other Party that such disclosure is being made.

XVII. DEBT SUBORDINATION UNDERSTANDING

The Parties acknowledge that in any affordable housing project where both Parties provide financing, the Trust may be required to subordinate its financing to the County pursuant to a separate agreement between the Parties. This Amended MOU does not change or create a separate understanding as it relates to the Trust's debt subordination obligations.

XVIII. NEGOTIATED INSTRUMENT

This Amended MOU was negotiated at arms-length between the Trust and County, and neither Party "prepared" this Amended MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

XIX. APPROPRIATION/CONTINGENCY OF FUNDS

All obligations of the County herein are subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Amended MOU.

XX. RESERVATION OF RIGHTS

Each party reserves all rights and remedies arising under other contracts, if any, and/or under the law, including, without limitation, obligations imposed by statute, and/or obligations arising by reason of the application of principles of equitable and/or promissory estoppel. Nothing in this Amended MOU releases or relieves either party from any obligation otherwise imposed by contract and/or law.

XXI. AUTHORIZED SIGNATURES

Both Parties to this agreement represent that the signatories executing this document are fully authorized to enter into this Amended MOU.

-Signatures Follow on Next Page --

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COUNTY:

COUNTY OF ORANGE, a political subdivision of the state of California

By_____
Michelle Aguirre
County Executive Officer

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By DocuSigned by: Jacqueline Guzman 3B85B806A2EB4F3... _____
Deputy

Dated 12/4/2025

Docusign Envelope ID: 13C233BB-62BF-4605-9EC3-889B214F81F1

Orange County Housing Finance Trust

Katrina Foley
Orange County Housing Finance Trust Chair
Approved by Orange County Housing Finance Trust Board
December 3, 2025

APPROVED AS TO FORM
TRUST COUNSEL

By DocuSigned by: Ray Diaz
340EAD6CC0E14AF...

Dated 12/10/2025

Docusign Envelope ID: 13C233BB-62BF-4605-9EC3-889B214F81F1

ATTACHMENT A

AUDITOR-CONTROLLER

I. SCOPE OF SERVICES

The services described below to be provided to the Trust by the County of Orange Auditor-Controller are intended to be the same type of services as provided to County departments and agencies as of July 1, 2020. Additional services are not included and will be charged to Trust in accordance with Subparagraph IV below.

A. Claims and Disbursing Services

The County of Orange Auditor-Controller shall serve as the Auditor-Controller for Trust with respect to payment and processing of claims. Any late fees or interest resulting from untimely transmittal documentation from the Trust will be the responsibility of the Trust. Normal vendor payments will be paid for Trust by the OC Community Resources ("**OCCR**") Accounting Section of the Auditor-Controller using the County's financial and purchasing system in accordance with their normal procedures for auditing and allowing claims for OCCR. Trust shall use the County's financial and purchasing system to process and authorize purchase order contracts in a manner consistent with the County's purchasing procedures. For other contracts, Trust shall generally comply with the Orange County Housing Finance Trust Procurement Policy. Where Board of Directors approval is required for contracts, Trust shall submit such contracts for Board of Directors approval, since the Board of Directors is the governing body of Trust. Items that would normally require County department head approval will be approved by the Trust Chair. Employee reimbursement claims will also be handled in a manner consistent with the County's existing procedures. All disbursements, including checks and EFTs, will be processed for the Trust by the Check Writing division, following their normal procedures.

B. General Accounting Services

The General Accounting Section will include services provided by the OCCR Accounting Unit, including maintenance of accounting records for Trust's expenditures, encumbrances, revenues, and balance sheet accounts through the accounting system, annual audit support and provision of standard reports and on-line reports as normally provided to other County departments and agencies through the County's financial and purchasing system. The Trust shall timely issue 1099 Forms and report 1099 information to the IRS and Franchise Tax Board for reportable payments. Any additional reports or system modifications required by Trust will be charged at incremental cost, including system and labor costs in accordance with Subparagraph IV below.

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C. Financial Reporting

The Financial Reporting and Mandated Costs Unit of the Auditor-Controller prepares the County's Annual Comprehensive Financial Report ("**ACFR**"). Since Trust is governed by the Trust Board of Directors also appoints the management and determines the budget of Trust, it will be included in the County's ACFR in accordance with standards issued by the Governmental Accounting Standards Board, and will be charged a share of the cost of preparing and auditing those reports, which includes the cost of Financial Reporting staff and the cost of the contracted outside audit firm.

D. Information Technology

The Information Technology Section maintains CAPS+ in support of services identified in the preceding Subparagraphs A. through C This includes all of the County's financial and purchasing system, but excludes the CAPS+ HR and Payroll System since Trust employees are not County employees and are not utilizing County payroll and personnel systems.

II. COST OF SERVICES

The estimated annual cost services to the TRUST are determined based on historical use and projected and/or known service needs and its annual estimated cost shall be provided pursuant to Section VI (Payment) of the Amended MOU above. All costs billed will be based on actual costs incurred by OCCR Accounting.

Indirect costs shall include the allocated administrative charges and the proportionate share of the Countywide Cost Allocation Plan (CWCAP), approved by the State, for the prior fiscal year.

In the event the Amended MOU is terminated, the County will compute a final adjustment within one (1) year from which services are last received from the County. The adjustment is needed to reflect the actual costs of services provided since the CWCAP costs are two (2) years in arrears. This adjustment will be invoiced or refunded to Trust as applicable. If an audit or review identifies that a transaction would result in an adjustment to Trust, then the adjustment should be provided to Trust regardless of the number of days after which the services were received from the County.

Although the annual costs provided are estimates, in the event the actuals costs projected or incurred exceed the estimates, the Trust shall be notified.

As outlined in Section V (Compensation for Services) of the Amended MOU above, on or before March 31 of the current fiscal year, written notice of the estimated annual cost shall be given to Trust for the following fiscal year.

III. PAYMENT PROCESS

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Payment for Auditor-Controller services shall be made via invoice charging the same rate that county departments or special districts are charged for the same service for the total amount specified in Subparagraph II of this Attachment A.

IV. ADDITIONAL ACCOUNTING ASSISTANCE

A. If Trust requests additional professional accounting assistance from the Auditor-Controller over and above the standard accounting systems and procedures training and accounting systems orientation support provided to County departments and agencies, Trust shall pay for the total additional time at an hourly rate calculated based on the current year's rates published in the CEO Budget Policy and Instruction Manual. The billing will be performed at the completion of such additional services.

B. If Trust requests additional accounting or budgetary reports from the Auditor-Controller in addition to the standard reports provided to all County departments and agencies, the costs of such additional reports will be charged to Trust at the actual cost of designing, programming, preparing, producing, and distributing such additional reports, including all related systems costs.

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ATTACHMENT B

TREASURER-TAX COLLECTOR

I. SCOPE OF SERVICES

The Services described below are to be provided by Treasurer-Tax Collector, consistent with the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

A. **Banking Services:**
   a. Bank relationship management
   b. Cash management services

B. **Fund Accounting and bank reconciliation Services**

The Services to the Trust will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this Amended MOU or until termination as provided in the Amended MOU.

II. COST OF SERVICES

Cost of Services is determined by two methodologies:

A. Pass-through of actual costs charged by processors for credit card fees, debit card fees, and actual costs charged by armored car service providers in an amount not to exceed $300.00 annually.

B. Actual administrative costs associated with depositing or handling of funds and distributing interest or income authorized by California Government Code Section 27013, will be charged via a basis point calculation on the average monthly cash balance of Trust funds on deposit with the Treasurer.

III. PAYMENT PROCESS

A. Actual costs for Services identified in Section II, Paragraph A of this Attachment B will be charged to the Trust using an invoice. These invoices will be processed on a monthly basis and will include appropriate back up documentation.

B. Costs as identified in Section II, Paragraph B of this Attachment B will be charged to the Trust using an invoice or other County approved methods.. These costs will be processed as part of the interest earnings apportionment process on a monthly basis using the current basis point estimate. A fiscal year-end accounting of the actual cost for these Services is expected to be completed within six (6) months of the County's year-end. At that time, charges

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will be adjusted, positively or negatively, to reflect the actual cost of Services.

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ATTACHMENT C

COUNTY COUNSEL

I. SCOPE OF SERVICES

The Legal Services described below are intended to be the same type of Legal Services as provided to the Trust prior to this agreement. If the Trust requests additional Legal Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

A. Attorneys shall provide the Trust with the necessary representation by staff qualified to perform the legal tasks.
B. Attorneys shall provide all legal services requested by The Trust within the Scope of Services described below.

    1. Advise Trust staff as to procedures, legality of documents, policy concerns, and legal implications concerning the Trust activities.
    2. Prepare resolutions, notices, pleadings, and other legal documents necessary for the Trust activities.
    3. Attend all Trust meetings and advise the Trust Directors to procedures, legality of documents, policy concerns, and legal implications concerning the Trust actions.
    4. Coordinate and contract with outside counsel for specialized matters.

II. COST OF SERVICES

County Counsel will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amended MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by the County Counsel at a rate that shall not to the costs of providing same or similar services to County departments.

The Trust will be billed the administration fee associated with this Attachment C at the same rate as County Departments or other special districts.

III. PAYMENT PROCESS

Reimbursement to County Counsel for Legal Services is handled through the biweekly payroll process, and via the invoice method, as needed.

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ATTACHMENT D

CLERK OF THE BOARD OF SUPERVISORS

I. SCOPE OF SERVICES

A. Administrative Preparation of Regular and Special Meeting Agendas

The Clerk of the Board of Supervisors shall act as the Clerk of the Board of Directors for the Trust ("**Clerk of the Board**"). The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk will perform the administrative preparation of agendas pursuant to the Ralph M. Brown Act, Government Code Section 54950 et seq.

1. Collaborate with the Trust for the filing of agenda items with the Clerk of the Board.
2. Prepare and update agendas in compliance with the Ralph M. Brown Act for regular and special meetings of the Trust.
3. Distribute agenda packets to the Board of Directors electronically and make available for review to the general public. Copies of all documents submitted to the Trust will be on file with the Clerk of the Board's office and will be posted on the Trust's website.
4. Prepare list of directives from Trust members (if applicable).
5. Process legal publication requirements for the Trust prior to a meeting, as required.

B. Administrative Preparation and Clerking of Meetings

The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk shall attend each meeting of the Trust and maintain a record of all proceedings as required by law.

1. Prepare and set up meeting room.
2. Attend and clerk each meeting, capturing votes/action taken during meetings.
3. Facility where meetings are held must provide audio and/or video services.
4. Meetings should take place during regular business hours. Travel to and from meetings located at a site other than the Hall of Administration will be subject to mileage reimbursement for travel to and from meetings and parking fees (if applicable).

C. Administrative Preparation of Regular and Special Meeting Summary Action Minutes

The Clerk shall prepare and distribute Summary Action Minutes of meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda items plus all motions, resolutions, and ordinance numbers related to the item, all votes recorded and the final action

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taken by the Orange County Housing Finance Trust.

1. Prepare the Summary Action Minutes after each meeting and schedule for Trust approval at their next scheduled meeting.
2. Distribute the approved Summary Action Minutes to the Trust members and make available for review to the general public.
3. Process legal publication requirements for the Trust after a meeting, as required.

D. Other Administrative Matters

1. Maintain the official records for the Orange County Housing Finance Trust.
2. Assist the public and the Trust departments/agencies with research of records and respond to public records act requests.
3. Provide Oath of Office to Board of Directors of the Trust.
4. Handle noticing and posting requirements for the Trust as required.
5. Order supplies for meetings of the Trust.
6. Perform the services as the filing official for the Trust.
7. Ensure submission of Form 700 filing for both County employed Trust Board Directors and Non-County employed Trust Board Directors

II. Cost of Services

The Clerk of the Board will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amended MOU above.

III. Payment Process

Billings for actual cost will be made via the invoice billing method and will use fund codes designated for the Trust.

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ATTACHMENT E

OC COMMUNITY RESOURCES

I. SCOPE OF SERVICES

A. OC Community Resources ("OCCR") staff shall provide coordination services to support the Trust on an as-needed basis. The actual scope of work will be based upon mutual agreement between the Trust and OCCR. Staff services may include the following:

1. Coordinate with Trust staff on Trust Items for Regular, Special, Ad Hoc and Advisory meetings.
2. Coordinate for Trust Board actions going to County Board of Supervisors when required.
3. Facilitate or provide IT support for Trust website and email services and other IT support as/if requested by the Trust.
4. Oversight of MOU for all County departments including Invoice Tracking for Projects and for County Scope of Services MOU:
    i. Auditor-Controller
    ii. Treasurer Services
    iii. County Counsel
    iv. Clerk of the Board
5. OCCR Staff will provide the following direct services:
    i. Review of Trust Notice(s) of Funding Availability ("**NOFA**") and updates;
    ii. Coordinate/Attend routine (monthly, quarterly, as needed) Project/NOFA Status Meetings;
    iii. Procurement of contracts on behalf of the Trust.
    iv. Provide Technical Assistance as needed on affordable housing development/funding (and projects where there is not a conflict of interest);
    v. Coordinate with Health Care Agency (or other County Department as needed) on Supportive Services - including review of the NOFA (Term Sheet, Expression of Interest etc.) and review of NOFA applications to ensure funding compliance;
    vi. Conduct Annual Compliance Monitoring of Affordable and Supportive Housing Units (Property Management files, tenant income, Unit Rents and Inspections and resources included in the project);

    (a) The Trust shall maintain appropriate monitoring fees for projects to offset the cost of annual compliance monitoring.

II. COST OF SERVICES

OCCR will provide the Trust the estimated annual cost of providing the Services described

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herein pursuant to Section VI (Payment) of the Amendment MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by OCCR at a rate that shall not exceed the costs of providing same or similar services to County departments.

OCCR shall bill the Trust monthly in arrears for services provided in the previous month at the rates approved by the County of Orange Board of Supervisors for the applicable fiscal year.

III. PAYMENT PROCESS

Payment for OCCR services shall be made via the invoice method as specified in this Amended MOU.

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ATTACHMENT F

CEO PUBLIC FINANCE

I. SCOPE OF SERVICES

CEO Public Finance will provide Trust Manager/Executive Director Services

A. Facilitate and manage Trust Team Meetings to discuss and determine action items needed prior to presentation to the Trust Board of Directors or Trust Advisory Board. The Trust Team shall include the following:

1. County Representative(s).
2. Assigned person from the Clerk of the Board to assist with agendas, minutes, and administrative duties.
3. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.
4. Assigned person from Auditor- Controller
5. Other invitees as deemed necessary by the Trust.

B. Provide management and oversight of Trust operations as directed by the Trust Board of Directors ("Trust Board") and/or the Trust Chair:

1. Coordinate with Trust Board to establish annual budget and update annual and long-term strategic plans.
2. Prepare and coordinate with County Memorandum of Understanding (MOU) Departments for drafting of the Trust Board meeting agenda items and presentations.
3. Prepare and coordinate with MOU Departments on all competitive bidding proposals for consultant/professional services and provide recommendations to the Trust Board (e.g., financial, auditing, marketing, advocacy, insurance).
4. Coordinating with consultant/professional services contractors.
5. In coordination with MOU Departments, locating and reviewing responsive records and responding to record requests under the California Public Records Act.
6. Recommend to the Trust Board various policies and procedures for various compliance monitoring for Trust funded projects and establish policies and procedures upon direction from the Trust Board.
7. In coordination with MOU Departments, manage and update the Trust website.
8. Coordinate with Trust Board and implement Trust Board directives regarding public relations and strategic communications.
9. Other duties and assignments as requested by the Trust Board and/or through the Trust Chair.

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II. COST OF SERVICES

CEO Public Finance will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section V (Compensation for Services) of the Amended MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by CEO Public Finance.

County Executive Office

Memorandum

RECEIVED
2025 DEC 10 AM 9:57
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

December 9, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.12.10 08:05:38 -08'00'

Subject: Supplemental Request According to Board Rule 21

S28B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 16, 2025, Board Hearing.

Agency: **OC Community Resources**
Subject: **Amended and Restated MOU with the Orange County Housing Finance Trust**
Districts: **All Districts**

Reason Item is Supplemental: The Orange County Housing Finance Trust (OCHFT) Board approved the Memorandum of Understanding (MOU) at their December 3, 2025, meeting. The next possible Board of Supervisors date prior to the MOU going into effect (if approved) on January 1, 2026, is the December 16, 2025, meeting. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: In order to provide a seamless transition in services for OCHFT, the MOU is to go into effect January 1, 2026. As the OCHFT Board approved the MOU at their December 3, 2025, meeting, the next available Board of Supervisors date to bring this item for approval is December 16, 2025.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

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Agenda Item *Clerk's Use Only* S28B

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2025 DEC 10 AM 10:57
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	12/16/2025
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	OC Community Resources
DEPARTMENT HEAD REVIEW:	DocuSigned by: Dylan Wright — *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Dylan Wright, (714) 480-2788 Julia Bidwell, (714) 480-2991

SUBJECT: Amended and Restated MOU with the Orange County Housing Finance Trust

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.12.10 08:06:26 -08'00'	Approved Agreement to Form	Discussion
CEO Signature	*Action* Signed by: Jacqueline Guzman — *County Counsel Signature*	3 Votes Board Majority

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

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

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section **County Audit in last 3 years:** No

Levine Act Review Completed: N/A

Prior Board Action: 6/23/2020 #15, 3/12/2019 #S22C

RECOMMENDED ACTION(S)

1. Authorize the County Executive Officer or designee to execute the Amended and Restated Memorandum of Understanding between the County of Orange and the Orange County Housing Finance Trust for the County to provide administrative services to the Trust beginning January 1, 2026.
2. Authorize the County Executive Officer or designee to make non-substantive changes to Memorandum of Understanding between the County of Orange and the Orange County Housing Finance Trust, provided all other terms and conditions of the Memorandum of Understanding remain the same.

SUMMARY:

Approval of the Amended and Restated Memorandum of Understanding with the Orange County Housing Finance Trust will allow the County to continue providing select administrative services to support the Orange County Housing Finance Trust's ongoing operations.

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BACKGROUND INFORMATION:

On March 12, 2019, the Board of Supervisors approved the Joint Powers Agreement (Agreement) that led to the formation of the Orange County Housing Finance Trust (Trust). The Agreement includes a provision that allows the Trust to contract with any party to provide administrative services.

In order to facilitate management and operations for the Trust, the Trust Board approved the recommendation that the County of Orange (County) provide certain administrative services that would be reimbursed by the Trust. The prior services Memorandum of Understanding (MOU) between the County and Trust was approved by the Board of Supervisors June 23, 2020.

Under the proposed Amended and Restated MOU between the County and the Trust, the Scope of Services has been updated to reflect the services that are proposed to be provided by County Agencies/Departments starting January 1, 2026:

- Auditor/Controller
- Treasurer-Tax Collector
- County Counsel
- Clerk of the Board
- OC Community Resources
- CEO Public Finance

The rates charged to the Trust for such services provided shall be the same rates as those charged to County Departments and special districts for the same or similar services and shall be subject to adjustment annually at the sole and exclusive discretion of the County.

Approval of this MOU will further assist the Trust in fulfilling its mission to strengthen the communities in Orange County by financing the development of housing for individuals and families experiencing homelessness and low-income individuals and families.

This MOU will support the Housing Funding Strategy (HFS) 2022 Update. The HFS 2022 Update outlines the recommendations for a strategic approach to achieve an updated goal of developing 2,396 supportive housing units over a seven-year period from 2022 to 2029.

The Trust Board unanimously approved the MOU at its December 3, 2025 meeting.

FINANCIAL IMPACT:

The Orange County Housing Finance Trust budgeted to pay the County of Orange $216,370 for FY 2025-26. The actual cost of services provided to Orange County Housing Finance Trust will be reimbursed from Fund 163 to General Fund 100.

As per the MOU, each year the County shall provide the Trust the estimated annual cost of providing the Services described in the MOU for consideration by the Trust during its annual budget process. The County shall provide this information to the Trust on or before March 31 of each year for the next fiscal year. The rates charged to the Trust for such Services provided shall be the same rates as those charged to County departments and special districts for the same or similar Services and shall be subject to adjustment annually at the sole and exclusive discretion of the County.

REVIEWING AGENCIES:

Auditor-Controller
Treasurer-Tax Collector
Clerk of the Board of Supervisors

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amended and Restated Memorandum of Understanding with Orange County Housing Finance Trust
Attachment B – Memorandum of Understanding with Orange County Housing Finance Trust Redline

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY HOUSING FINANCE TRUST FOR THE PROVISION OF SERVICES

Amended and Restated Memorandum of Understanding ("**Amended MOU**") is entered into as of January 1, 2026 between the County of Orange ("**County**"), a political subdivision of the State of California, and the Orange County Housing Finance Trust (the "**Trust**"), a California public agency formed pursuant to California Government Code section 6500 *et. seq*. County and Trust may each be referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS the Trust previously requested that the County, through certain County departments, provide the Trust certain services as specified in the MOU executed between the Parties and which became effective June 23, 2020 ("**Original MOU**"); and

WHEREAS since execution and effectuation of the Original MOU, the Trust's service needs have evolved; and

WHEREAS the County continues to be willing and able to provide the services outlined in this Amended MOU to the Trust and the Trust agrees to pay County for said services; and

WHEREAS the services which the County will provide to the Trust will be at a rate that shall not exceed the costs of providing same or similar services to County departments; and

WHEREAS the County and the Trust desire to set forth certain policies, procedures, and provisions of such County services.

NOW, THEREFORE, County and the Trust agree as follows:

I. PURPOSE

This MOU, including Attachments A through F, outlines the understanding between County and the Trust related to the provision of certain services ("**Services**") by County to the Trust.

II. TERM

This Amended MOU for Services (as described in Section III) provided by County to the Trust will commence on January 1, 2026. The Amended MOU shall remain in full effect until termination as provided herein.

III. SERVICES PROVIDED BY COUNTY

The Trust requests County to perform the following Services in the same manner as for County

departments except as the Trust otherwise approves:

A. Auditor-Controller ..... Attachment A
B. Treasurer..... Attachment B
C. County Counsel ..... Attachment C
D. Clerk of the Board ..... Attachment D
E. OC Community Resources..... Attachment E
F. CEO Public Finance..... Attachment F

County shall provide the Services at the levels specified and defined in Attachments A through F. County shall allocate the resources and perform the duties, and fulfill the responsibilities set forth in Attachments A through F. The provision of Services under this Amended MOU shall be under the administrative supervision and direction of the Chair of the Trust Board of Directors and the County Executive Officer on behalf of County.

IV. RECORDS

All records generated by or as a result of this Amended MOU shall become and remain the property of County; provided that the Trust shall be entitled to obtain copies of such records at the same rates as those charged to County departments and special districts.

V. COMPENSATION FOR SERVICES

The County shall provide the Trust the estimated annual cost of providing the Services described in Attachments A through F annually for consideration by the Trust during its annual budget process.

The County shall provide this information to the Trust on or before March 31 of each year for the next fiscal year. The rates charged to the Trust for such Services provided shall be the same rates as those charged to County departments and special districts for the same or similar Services and shall be subject to adjustment annually at the sole and exclusive discretion of the County. The Trust agrees to compensate County at such rates in consideration for the Services provided by the County. Failure to provide the estimated annual cost to the Trust shall not constitute a waiver by the County to increase its rates in the following fiscal year; provided that, and despite anything to the contrary, (1) no such increase shall be effective until and unless the Trust receives written notice of such increase at least one hundred twenty (120) days before the effective date of the increase, and (2), within thirty (30) days after receipt of such notice of increase in rates, the Trust may terminate this MOU upon ninety (90) days written notice to County. The termination provision in this section applies only to rate increases subsequent to the start of the Trust fiscal year.

VI. PAYMENT

The County will bill the Trust for services provided by the County by issuing an invoice by the 15th of each month. Trust shall approve the invoice within ten (10) business days following the receipt of invoice. Upon such approval, County will collect payment via Journal Voucher pursuant to the approved invoice. County failure to issue an invoice shall not constitute a waiver of the County's right to issue an invoice and receive payment from the Trust for Services rendered under this Amended MOU. All invoices for Services provided as part of this Amended MOU shall

be posted to the Trust Fund Number 163.

The Parties agree to act in good faith and to use their best efforts to resolve all questions regarding invoices. If a Party has a dispute regarding the invoice or approval thereof, the disputing Party must notify the other Party within ten (10) business days of receiving the invoice or its approved amount. The Parties agree to use their best efforts to resolve the dispute within thirty (30) days following the non-disputing Party's receipt of the invoice dispute. Disputes shall be resolved using the dispute resolution process set forth in this Amended MOU.

Enhanced routine backup documentation beyond that customarily submitted to County departments and special districts will be provided by mutual consent of the County and Trust, at a reasonable cost to Trust. However, nothing in the above shall limit the Trust's right to request and receive from the County additional supporting information from a Service department for billings which contain significant, unexplained anomalies that are inconsistent with the annual usage and expected cost plan for that given Service. Any such additional information required shall be provided at a reasonable cost to Trust. Trust and County shall agree upon appropriate audit procedures and testing should any Service become the subject of an audit.

The Trust will receive an invoice for any Service not included in this Amended MOU at the same rate that County departments or special districts are billed for the same Service.

VII. CHANGES, EXTRA WORK, AMENDMENTS

Neither Party shall make changes to this Amended MOU without the other Party's written consent. Such changes shall be incorporated into an amendment to be signed by both Parties before becoming effective. Such an amendment may be authorized by the County Executive Officer or designee and the Trust if the changes are merely ministerial but will be subject to approval by the County Board of Supervisors and the Trust Board of Directors if material changes are involved.

VIII. TERMINATION

Except as provided herein or as may otherwise be provided by law, either Party may terminate this Amended MOU or the provision of all or any of the Services under it by giving written notice ("**Notice of Termination**") to the other Party in the manner specified in this Section. A Notice of Termination shall be given at least ninety (90) days prior to the end of the fiscal year and shall become effective only upon the first day of the succeeding fiscal year. After receipt of a Notice of Termination, and except as otherwise agreed:

A. The County shall no longer be obligated to perform the Services required of it under this Amended MOU on the date specified and to the extent specified in the Notice of Termination even if Trust should thereafter request that said Services be performed under this Amended MOU.

B. Upon termination, Trust agrees to pay County in accordance with this Amended MOU for all Services performed to the date of termination, as well as Services rendered during any transition to a new Service provider.

C. It is understood and agreed that change in membership of the Trust's Board of

Directors or a member of the County's Board of Supervisors during the term of this Amended MOU shall not affect the enforceability or cause the termination of this Amended MOU.

The above termination provision does not apply to those Services in which the County is otherwise required to provide under Business and Professions Code Section 6361.

IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTING

Unless otherwise identified herein, neither Party may delegate performance of its obligations hereunder, either in whole or in part, without the prior written consent of the other Party. However, the obligations undertaken by County pursuant to this Amended MOU may be carried out by means of subcontracts which meet the requirements of this Amended MOU as they relate to the Service or activity under subcontract subject to the written consent of the Trust, which consent shall not be unreasonably withheld or delayed. No subcontract shall terminate or alter the responsibilities of either Party pursuant to this Amended MOU. Trust may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

X. INDEMNIFICATION

A. Pursuant to Government Code section 895.4, the Parties hereby waive the pro rata (per capita) risk allocation provided by Government Code section 895.6.

B. Each Party (referred to herein in such capacity as Indemnitor) shall defend, indemnify, and hold the other Party, and its officers, board members, employees, representatives, and agents (as indemnitees) harmless, to the maximum extent permitted by law, from all claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of the performance by Indemnitor of its duties or obligations under this Amended MOU, or the performance of Indemnitor's officers, board members, employees, representatives, or agents under this Amended MOU, or out of the negligence or willful misconduct of Indemnitor, or of Indemnitor's officers, board members, employees, representatives, or agents, under this Amended MOU.

XI. INDEPENDENT CONTRACTOR

County shall perform this Amended MOU as an independent contractor, exercising due care and shall provide the Services with such skill as is customarily employed by providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Trust employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Trust employees, if any. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Amended MOU shall be performed. Trust shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

XII. NOTICES

Where required to be given under this Amended MOU, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

County's address:	County of Orange County Executive Office/Budget 400 W. Civic Center Drive Santa Ana, CA 92701
Trust's address:	Orange County Housing Finance Trust To be provided at a later date

Either Party may update its notice address by providing written notice to the other party. An updated notice address shall be effective upon receipt and shall not require a formal amendment to this Amended MOU.

XIII. ENTIRE AGREEMENT

This Amended MOU contains the entire and complete understanding of the Parties with respect to the provision of services as specified and defined in Attachments A through F of this Amended MOU.

XIV. COMPLIANCE WITH LAW

Notwithstanding anything to the contrary contained in this Amended MOU, the Parties agree that no provision of this Amended MOU shall require any Party to violate any applicable statute, rule of law or regulation.

XV. DISPUTE RESOLUTION

Whenever County and Trust disagree as to any matter governed by this Amended MOU, the dispute resolution process set forth discussed in this Section shall govern. Until the dispute is resolved, County shall continue to provide the Services and Trust shall continue to make payment for the non-disputed portion of each invoice.

If after thirty (30) days, Trust and County cannot resolve any dispute, either Party may give the other Party a written request for a meeting between the Trust and the County Executive Officer for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.

If after the meeting between the Trust and the County Executive Officer the dispute between the Parties is not resolved, the dispute shall be submitted to non-binding mediation in the City of Santa Ana, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall equally share the cost of mediation. If a dispute between the Parties regarding the interpretation or performance of this Amended MOU is not resolved by non-binding mediation, either Party may bring legal action to interpret or enforce this Amended MOU.

XVI. CONFIDENTIAL INFORMATION

Each Party may disclose the other Party's Confidential Information on a "need to know" basis to its own employees that are working on a project, or its own employees who are involved in the Services under this Amended MOU. Additionally, each Party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons, subpoena, or request for public records; or (iii) enforce its rights under this Amended MOU, provided that Party shall give advance written notification to the other Party that such disclosure is being made.

XVII. DEBT SUBORDINATION UNDERSTANDING

The Parties acknowledge that in any affordable housing project where both Parties provide financing, the Trust may be required to subordinate its financing to the County pursuant to a separate agreement between the Parties. This Amended MOU does not change or create a separate understanding as it relates to the Trust's debt subordination obligations.

XVIII. NEGOTIATED INSTRUMENT

This Amended MOU was negotiated at arms-length between the Trust and County, and neither Party "prepared" this Amended MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

XIX. APPROPRIATION/CONTINGENCY OF FUNDS

All obligations of the County herein are subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Amended MOU.

XX. RESERVATION OF RIGHTS

Each party reserves all rights and remedies arising under other contracts, if any, and/or under the law, including, without limitation, obligations imposed by statute, and/or obligations arising by reason of the application of principles of equitable and/or promissory estoppel. Nothing in this Amended MOU releases or relieves either party from any obligation otherwise imposed by contract and/or law.

XXI. AUTHORIZED SIGNATURES

Both Parties to this agreement represent that the signatories executing this document are fully authorized to enter into this Amended MOU.

-Signatures Follow on Next Page --

COUNTY:

COUNTY OF ORANGE, a political subdivision of the state of California

By_____
Michelle Aguirre
County Executive Officer

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By_____ DocuSigned by: Jacqueline Guzman 3B85B806A2EB4F3...
Deputy

Dated 12/4/2025

Orange County Housing Finance Trust

Katrina Foley
Orange County Housing Finance Trust Chair
Approved by Orange County Housing Finance Trust Board
December 3, 2025

APPROVED AS TO FORM
TRUST COUNSEL

By Ray Diaz

Dated 12/04/2025

ATTACHMENT A

AUDITOR-CONTROLLER

I. SCOPE OF SERVICES

The services described below to be provided to the Trust by the County of Orange Auditor-Controller are intended to be the same type of services as provided to County departments and agencies as of July 1, 2020. Additional services are not included and will be charged to Trust in accordance with Subparagraph IV below.

A. Claims and Disbursing Services

The County of Orange Auditor-Controller shall serve as the Auditor-Controller for Trust with respect to payment and processing of claims. Any late fees or interest resulting from untimely transmittal documentation from the Trust will be the responsibility of the Trust. Normal vendor payments will be paid for Trust by the OC Community Resources ("**OCCR**") Accounting Section of the Auditor-Controller using the County's financial and purchasing system in accordance with their normal procedures for auditing and allowing claims for OCCR. Trust shall use the County's financial and purchasing system to process and authorize purchase order contracts in a manner consistent with the County's purchasing procedures. For other contracts, Trust shall generally comply with the Orange County Housing Finance Trust Procurement Policy. Where Board of Directors approval is required for contracts, Trust shall submit such contracts for Board of Directors approval, since the Board of Directors is the governing body of Trust. Items that would normally require County department head approval will be approved by the Trust Chair. Employee reimbursement claims will also be handled in a manner consistent with the County's existing procedures. All disbursements, including checks and EFTs, will be processed for the Trust by the Check Writing division, following their normal procedures.

B. General Accounting Services

The General Accounting Section will include services provided by the OCCR Accounting Unit, including maintenance of accounting records for Trust's expenditures, encumbrances, revenues, and balance sheet accounts through the accounting system, annual audit support and provision of standard reports and on-line reports as normally provided to other County departments and agencies through the County's financial and purchasing system. The Trust shall timely issue 1099 Forms and report 1099 information to the IRS and Franchise Tax Board for reportable payments. Any additional reports or system modifications required by Trust will be charged at incremental cost, including system and labor costs in accordance with Subparagraph IV below.

C. Financial Reporting

The Financial Reporting and Mandated Costs Unit of the Auditor-Controller prepares the County's Annual Comprehensive Financial Report ("**ACFR**"). Since Trust is governed by the Trust Board of Directors also appoints the management and determines the budget of Trust, it will be included in the County's ACFR in accordance with standards issued by the Governmental Accounting Standards Board, and will be charged a share of the cost of preparing and auditing those reports, which includes the cost of Financial Reporting staff and the cost of the contracted outside audit firm.

D. Information Technology

The Information Technology Section maintains CAPS+ in support of services identified in the preceding Subparagraphs A. through C This includes all of the County's financial and purchasing system, but excludes the CAPS+ HR and Payroll System since Trust employees are not County employees and are not utilizing County payroll and personnel systems.

II. COST OF SERVICES

The estimated annual cost services to the TRUST are determined based on historical use and projected and/or known service needs and its annual estimated cost shall be provided pursuant to Section VI (Payment) of the Amended MOU above. All costs billed will be based on actual costs incurred by OCCR Accounting.

Indirect costs shall include the allocated administrative charges and the proportionate share of the Countywide Cost Allocation Plan (CWCAP), approved by the State, for the prior fiscal year.

In the event the Amended MOU is terminated, the County will compute a final adjustment within one (1) year from which services are last received from the County. The adjustment is needed to reflect the actual costs of services provided since the CWCAP costs are two (2) years in arrears. This adjustment will be invoiced or refunded to Trust as applicable. If an audit or review identifies that a transaction would result in an adjustment to Trust, then the adjustment should be provided to Trust regardless of the number of days after which the services were received from the County.

Although the annual costs provided are estimates, in the event the actuals costs projected or incurred exceed the estimates, the Trust shall be notified.

As outlined in Section V (Compensation for Services) of the Amended MOU above, on or before March 31 of the current fiscal year, written notice of the estimated annual cost shall be given to Trust for the following fiscal year.

III. PAYMENT PROCESS

Payment for Auditor-Controller services shall be made via invoice charging the same rate that county departments or special districts are charged for the same service for the total amount specified in Subparagraph II of this Attachment A.

IV. ADDITIONAL ACCOUNTING ASSISTANCE

A. If Trust requests additional professional accounting assistance from the Auditor-Controller over and above the standard accounting systems and procedures training and accounting systems orientation support provided to County departments and agencies, Trust shall pay for the total additional time at an hourly rate calculated based on the current year's rates published in the CEO Budget Policy and Instruction Manual. The billing will be performed at the completion of such additional services.

B. If Trust requests additional accounting or budgetary reports from the Auditor-Controller in addition to the standard reports provided to all County departments and agencies, the costs of such additional reports will be charged to Trust at the actual cost of designing, programming, preparing, producing, and distributing such additional reports, including all related systems costs.

ATTACHMENT B

TREASURER-TAX COLLECTOR

I. SCOPE OF SERVICES

The Services described below are to be provided by Treasurer-Tax Collector, consistent with the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

A. **Banking Services:**
   a. Bank relationship management
   b. Cash management services

B. **Fund Accounting and bank reconciliation Services**

The Services to the Trust will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this Amended MOU or until termination as provided in the Amended MOU.

II. COST OF SERVICES

Cost of Services is determined by two methodologies:

A. Pass-through of actual costs charged by processors for credit card fees, debit card fees, and actual costs charged by armored car service providers in an amount not to exceed $300.00 annually.

B. Actual administrative costs associated with depositing or handling of funds and distributing interest or income authorized by California Government Code Section 27013, will be charged via a basis point calculation on the average monthly cash balance of Trust funds on deposit with the Treasurer.

III. PAYMENT PROCESS

A. Actual costs for Services identified in Section II, Paragraph A of this Attachment B will be charged to the Trust using an invoice. These invoices will be processed on a monthly basis and will include appropriate back up documentation.

B. Costs as identified in Section II, Paragraph B of this Attachment B will be charged to the Trust using an invoice or other County approved methods.. These costs will be processed as part of the interest earnings apportionment process on a monthly basis using the current basis point estimate. A fiscal year-end accounting of the actual cost for these Services is expected to be completed within six (6) months of the County's year-end. At that time, charges

will be adjusted, positively or negatively, to reflect the actual cost of Services.

ATTACHMENT C

COUNTY COUNSEL

I. SCOPE OF SERVICES

The Legal Services described below are intended to be the same type of Legal Services as provided to the Trust prior to this agreement. If the Trust requests additional Legal Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

A. Attorneys shall provide the Trust with the necessary representation by staff qualified to perform the legal tasks.
B. Attorneys shall provide all legal services requested by The Trust within the Scope of Services described below.

    1. Advise Trust staff as to procedures, legality of documents, policy concerns, and legal implications concerning the Trust activities.
    2. Prepare resolutions, notices, pleadings, and other legal documents necessary for the Trust activities.
    3. Attend all Trust meetings and advise the Trust Directors to procedures, legality of documents, policy concerns, and legal implications concerning the Trust actions.
    4. Coordinate and contract with outside counsel for specialized matters.

II. COST OF SERVICES

County Counsel will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amended MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by the County Counsel at a rate that shall not to the costs of providing same or similar services to County departments.

The Trust will be billed the administration fee associated with this Attachment C at the same rate as County Departments or other special districts.

III. PAYMENT PROCESS

Reimbursement to County Counsel for Legal Services is handled through the biweekly payroll process, and via the invoice method, as needed.

ATTACHMENT D

CLERK OF THE BOARD OF SUPERVISORS

I. SCOPE OF SERVICES

A. Administrative Preparation of Regular and Special Meeting Agendas

The Clerk of the Board of Supervisors shall act as the Clerk of the Board of Directors for the Trust ("**Clerk of the Board**"). The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk will perform the administrative preparation of agendas pursuant to the Ralph M. Brown Act, Government Code Section 54950 et seq.

1. Collaborate with the Trust for the filing of agenda items with the Clerk of the Board.
2. Prepare and update agendas in compliance with the Ralph M. Brown Act for regular and special meetings of the Trust.
3. Distribute agenda packets to the Board of Directors electronically and make available for review to the general public. Copies of all documents submitted to the Trust will be on file with the Clerk of the Board's office and will be posted on the Trust's website.
4. Prepare list of directives from Trust members (if applicable).
5. Process legal publication requirements for the Trust prior to a meeting, as required.

B. Administrative Preparation and Clerking of Meetings

The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk shall attend each meeting of the Trust and maintain a record of all proceedings as required by law.

1. Prepare and set up meeting room.
2. Attend and clerk each meeting, capturing votes/action taken during meetings.
3. Facility where meetings are held must provide audio and/or video services.
4. Meetings should take place during regular business hours. Travel to and from meetings located at a site other than the Hall of Administration will be subject to mileage reimbursement for travel to and from meetings and parking fees (if applicable).

C. Administrative Preparation of Regular and Special Meeting Summary Action Minutes

The Clerk shall prepare and distribute Summary Action Minutes of meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda items plus all motions, resolutions, and ordinance numbers related to the item, all votes recorded and the final action

taken by the Orange County Housing Finance Trust.

1. Prepare the Summary Action Minutes after each meeting and schedule for Trust approval at their next scheduled meeting.
2. Distribute the approved Summary Action Minutes to the Trust members and make available for review to the general public.
3. Process legal publication requirements for the Trust after a meeting, as required.

D. Other Administrative Matters

1. Maintain the official records for the Orange County Housing Finance Trust.
2. Assist the public and the Trust departments/agencies with research of records and respond to public records act requests.
3. Provide Oath of Office to Board of Directors of the Trust.
4. Handle noticing and posting requirements for the Trust as required.
5. Order supplies for meetings of the Trust.
6. Perform the services as the filing official for the Trust.
7. Ensure submission of Form 700 filing for both County employed Trust Board Directors and Non-County employed Trust Board Directors

II. Cost of Services

The Clerk of the Board will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amended MOU above.

III. Payment Process

Billings for actual cost will be made via the invoice billing method and will use fund codes designated for the Trust.

ATTACHMENT E

OC COMMUNITY RESOURCES

I. SCOPE OF SERVICES

A. OC Community Resources ("OCCR") staff shall provide coordination services to support the Trust on an as-needed basis. The actual scope of work will be based upon mutual agreement between the Trust and OCCR. Staff services may include the following:

1. Coordinate with Trust staff on Trust Items for Regular, Special, Ad Hoc and Advisory meetings.
2. Coordinate for Trust Board actions going to County Board of Supervisors when required.
3. Facilitate or provide IT support for Trust website and email services and other IT support as/if requested by the Trust.
4. Oversight of MOU for all County departments including Invoice Tracking for Projects and for County Scope of Services MOU:
    i. Auditor-Controller
    ii. Treasurer Services
    iii. County Counsel
    iv. Clerk of the Board
5. OCCR Staff will provide the following direct services:
    i. Review of Trust Notice(s) of Funding Availability ("**NOFA**") and updates;
    ii. Coordinate/Attend routine (monthly, quarterly, as needed) Project/NOFA Status Meetings;
    iii. Procurement of contracts on behalf of the Trust.
    iv. Provide Technical Assistance as needed on affordable housing development/funding (and projects where there is not a conflict of interest);
    v. Coordinate with Health Care Agency (or other County Department as needed) on Supportive Services - including review of the NOFA (Term Sheet, Expression of Interest etc.) and review of NOFA applications to ensure funding compliance;
    vi. Conduct Annual Compliance Monitoring of Affordable and Supportive Housing Units (Property Management files, tenant income, Unit Rents and Inspections and resources included in the project);

    (a) The Trust shall maintain appropriate monitoring fees for projects to offset the cost of annual compliance monitoring.

II. COST OF SERVICES

OCCR will provide the Trust the estimated annual cost of providing the Services described

herein pursuant to Section VI (Payment) of the Amendment MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by OCCR at a rate that shall not exceed the costs of providing same or similar services to County departments.

OCCR shall bill the Trust monthly in arrears for services provided in the previous month at the rates approved by the County of Orange Board of Supervisors for the applicable fiscal year.

III. PAYMENT PROCESS

Payment for OCCR services shall be made via the invoice method as specified in this Amended MOU.

ATTACHMENT F

CEO PUBLIC FINANCE

I. SCOPE OF SERVICES

CEO Public Finance will provide Trust Manager/Executive Director Services

A. Facilitate and manage Trust Team Meetings to discuss and determine action items needed prior to presentation to the Trust Board of Directors or Trust Advisory Board. The Trust Team shall include the following:

1. County Representative(s).
2. Assigned person from the Clerk of the Board to assist with agendas, minutes, and administrative duties.
3. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.
4. Assigned person from Auditor- Controller
5. Other invitees as deemed necessary by the Trust.

B. Provide management and oversight of Trust operations as directed by the Trust Board of Directors ("Trust Board") and/or the Trust Chair:

1. Coordinate with Trust Board to establish annual budget and update annual and long-term strategic plans.
2. Prepare and coordinate with County Memorandum of Understanding (MOU) Departments for drafting of the Trust Board meeting agenda items and presentations.
3. Prepare and coordinate with MOU Departments on all competitive bidding proposals for consultant/professional services and provide recommendations to the Trust Board (e.g., financial, auditing, marketing, advocacy, insurance).
4. Coordinating with consultant/professional services contractors.
5. In coordination with MOU Departments, locating and reviewing responsive records and responding to record requests under the California Public Records Act.
6. Recommend to the Trust Board various policies and procedures for various compliance monitoring for Trust funded projects and establish policies and procedures upon direction from the Trust Board.
7. In coordination with MOU Departments, manage and update the Trust website.
8. Coordinate with Trust Board and implement Trust Board directives regarding public relations and strategic communications.
9. Other duties and assignments as requested by the Trust Board and/or through the Trust Chair.

II. COST OF SERVICES

CEO Public Finance will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section V (Compensation for Services) of the Amended MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by CEO Public Finance.

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ORANGE AND
THE
ORANGE COUNTY HOUSING FINANCE TRUST
FOR THE PROVISION OF SERVICES

Amended and RestatedThis Memorandum of Understanding (“**Amended** (**MOU**”)) is entered into as of January 1, 2026on
between the County of Orange (**"County"**), a political subdivision of the State of California, and the Orange County Housing Finance Trust (the **"Trust"**), a California public agency formed pursuant to California Government Code section 6500 *et. seq.* County and Trust may each be referred to individually as “Party” and collectively as the “Parties”.*seq.*

RECITALS

WHEREAS, the Trust previously requestedrequests that the County, through certain County departments, provide the Trust certain services as specified in thethis MOU executed between the Parties and which became effective June 23, 2020 (“**Original MOU**”);; and

WHEREAS since execution and effectuation of the Original MOU, the Trust’s service needs have evolved; and

WHEREAS the, County continues to beis willing and able to provide thesaid services outlined in this Amended MOU to the Trust and the Trust agrees to pay County for said services; and

WHEREAS, the services which the County will provide to the Trust will be at a rate that shall not exceed the costs of providing same or similar services to County departments; and

WHEREAS, the County and the Trust desire to set forth certain policies, procedures, and provisions of such County services.

NOW, THEREFORE, County and the Trust agree as follows:

I. PURPOSE

This MOU, including Attachments A through FG, outlines the understanding between County and the Trust related to the provision of certain services (**"Services"**) by County to the Trust.

II. TERM

This Amended MOU for Services (as described in Section III).) provided by County to the Trust ("Parties" collectively) will commence on JanuaryJuly 1, 20262020. The Amended MOU shall remain in full effect until termination as provided herein.

III. ~~III.~~ SERVICES PROVIDED BY COUNTY

The Trust requests County to perform the following Services in the same manner as for County departments except as the Trust otherwise approves:

A. Auditor-Controller ..... Attachment A
B. Treasurer ..... Attachment B
C. County Counsel ..... Attachment C
D. Clerk of the Board ..... Attachment D
E. ~~OC Sherriff~~ ..... ~~Attachment E~~
~~F.~~ E. OC Community Resources ..... Attachment E~~F~~
F. CEO Public Finance ..... Attachment F

County shall provide the Services at the levels specified and defined in Attachments A through F. County shall allocate the resources and perform the duties, and fulfill the responsibilities set forth in Attachments A through F. The provision of Services under this Amended MOU shall be under the administrative supervision and direction of the Chair of ~~Trust Executive Director on behalf of~~ the Trust Board of Directors and the County Executive Officer on behalf of County.

IV. ~~IV.~~ RECORDS

All records generated by or as a result of this Amended MOU shall become and remain the property of County; provided that the Trust shall be entitled to obtain copies of such records at the same rates as those charged to County departments and special districts.

V. ~~V.~~ COMPENSATION FOR SERVICES

The ~~Where applicable, the~~ County shall~~will~~ provide the Trust the estimated annual cost of providing the Services described in Attachments A through F annually for consideration by the Trust during its annual budget process. ~~In an amount not to exceed $352,023 annually.~~

The County shall~~will~~ provide this information to the Trust on or before March 31 of each year for the next fiscal year. The rates charged to the Trust for such Services provided shall be the same rates as those charged to County departments and special districts for the same or similar Services~~,~~ and shall be subject to adjustment annually at the sole and exclusive discretion of the County. The Trust agrees to compensate County at such rates in consideration for the Services provided by the County. Failure to provide the estimated annual cost to the Trust shall not constitute a waiver by the County to increase its rates in the following fiscal year; provided that, and despite anything to the contrary, (1) no such increase shall be effective until and unless the Trust receives written notice of such increase at least one hundred twenty (120) days before the effective date of the increase, and (2), within thirty (30) days after receipt of such notice of increase in rates, the Trust may terminate this MOU upon ninety (90) days written notice to County~~.~~. The termination provision in this section applies only to rate increases subsequent to the start of the

Trust fiscal year.

VI. PAYMENT

The County will bill the TrustOCHFT for services provided by the County by issuing an invoice by the 15th of each month. Trust shall approve. Once the invoice is approved by OCHFT within ten (10)5 business days after the 15th day following the receipt of invoice. Upon such approval, month of Services rendered to record payment; the County will collect payment via Journal Voucher pursuant to the approved invoice. . County failure to issue an invoicefollow the deadlines specified above shall not constitute a waiver of the County's right to issue an invoice and receive payment from the Trust for Services rendered under this Amended MOU. All invoices for Services provided as part of this Amended MOU shall be posted to the Trust Fund Number 163.

The Parties agree to act in good faith and to use their best efforts to resolve all questions regarding invoices. If a Party has a within thirty (30) days following either Party's notification to the other Party that there is dispute regarding theanan invoice or approval thereof, the disputing Party must notify the other Party within ten (10) business days of receivingand identifying the invoice or its approved amount. The Parties agree to use their best efforts to resolve and the basis of the dispute within thirty (30) days following the non-disputing Party's receipt of the invoice dispute.. Disputes shall be resolved using the dispute resolution process set forth in this Amended MOU.

Enhanced routine backup documentation beyond that customarily submitted to County departments and special districts will be provided by mutual consent of the County and Trust, at a reasonable cost to Trust. However, nothing in the above shall limit the Trust's right to request and receive from the County, additional supporting information from a Service department for billings which contain significant, unexplained anomalies that are inconsistent with the annual usage and expected cost plan for that given Service. Any such additional information required shall be provided at a reasonable cost to Trust. Trust and County shall agree upon appropriate audit procedures and testing should any Service become the subject of an audit.

The Trust will receive an invoice for any Service not included in this Amended MOU at the same rate that County departments or special districts are billed for the same Service.

VII. CHANGES, EXTRA WORK, AMENDMENTS

Neither Party shall make changes to this Amended MOU MOU without the other Party's written consent. Such changes shall be incorporated into an amendment to be signed by both Parties before becoming effective. Such an amendment may be authorized by the County Executive Officer or designee and the Trust if the changes are merely ministerial, but will be subject to approval by the County Board of Supervisors and the Trust Board of Directors if material changes are involved.

VIII. TERMINATION

Except as provided herein or as may otherwise be provided by law, either Party may terminate

this Amended MOU or the provision of all or any of the Services under it by giving written notice ("**Notice of Termination**") to the other Party in the manner specified in this Section. A Notice of Termination~~Written notice~~ shall be given at least ninety (90) days prior to the end of the fiscal year and shall become effective only upon the first day of the succeeding fiscal year. After receipt of a Notice of Termination, and except as otherwise agreed:

A. The County shall no longer be obligated to perform the Services required of it under this Amended MOU on the date specified and to the extent specified in the Notice of Termination even if Trust should thereafter request that said Services be performed under this Amended MOU.

B. Upon termination, Trust agrees to pay County in accordance with this Amended MOU for all Services performed to the date of termination, as well as Services rendered during any transition to a new Service provider.

C. It is understood and agreed that change in membership of the Trust's Board of Directors or a member of the County's Board of Supervisors during the term of this Amended MOU shall not affect the enforceability or cause the termination of this Amended MOU.

The above termination provision does not apply to those Services in which the County is otherwise required to provide under Business and Professions Code Section 6361.

IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTING

Unless otherwise identified herein, neither~~Neither~~ Party may delegate performance of its obligations hereunder, either in whole or in part, without the prior written consent of the other Party. However, the ~~provided; however, that~~ obligations undertaken by County pursuant to this Amended MOU may be carried out by means of subcontracts which meet the requirements of this Amended MOU as they relate to the Service or activity under subcontract subject to the written consent of the Trust, which consent shall not be unreasonably withheld or delayed. No subcontract shall terminate or alter the responsibilities of either Party pursuant to this Amended MOU. Trust may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

X. INDEMNIFICATION

A. Pursuant to Government Code section 895.4, the Parties hereby waive the pro rata (per capita) risk allocation provided by Government Code section 895.6.

B. Each Party (referred to herein in such capacity as Indemnitor) shall defend, indemnify, and hold the other Party, and its officers, board members, employees, representatives, and agents (as indemnitees) harmless, to the maximum extent permitted by law, from all claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of the performance by Indemnitor of its duties or obligations under this Amended MOU, or the performance of Indemnitor's officers, board members, employees, representatives, or agents under this

Amended MOU, or out of the negligence or willful misconduct of Indemnitor, or of Indemnitor's officers, board members, employees, representatives, or agents, under this Amended MOU.

XI. INDEPENDENT CONTRACTOR

County shall perform this Amended MOU as an independent contractor, exercising due care and shall provide the Services with such skill as is customarily employed by providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Trust employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Trust employees, if any. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Amended MOU shall be performed. Trust shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

XII. NOTICES

Where required to be given under this Amended MOU, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

County's address:	County of Orange County Executive Office/Budget 400 W. Civic Center Drive ~~333 West Santa Ana Boulevard~~ Santa Ana, CA 92701
Trust's address:	Orange County Housing Finance Trust To be provided at a later date~~Housing Trust Manager~~

Either Party may update its notice address by providing written notice to the other party. An updated notice address shall be effective upon receipt and shall not require a formal amendment to this Amended MOU.

~~P.O. Box 1452~~
~~Chino Hills, CA 91709~~

XIII. ENTIRE AGREEMENT

This Amended MOU contains the entire and complete understanding of the Parties with respect to the provision of services as specified and defined in Attachments A through F of this Amended MOU.

XIV. COMPLIANCE WITH LAW

Notwithstanding anything to the contrary contained in this Amended MOU, the Parties agree that no provision of this Amended MOU shall require any Party to violate any applicable statute, rule of law or regulation.

XV. DISPUTE RESOLUTION

Whenever County and Trust disagree as to any matter governed by this Amended MOU, the dispute resolution process set forth discussed in this Section shall govern. Until the dispute is resolved, County shall continue to provide the Services and Trust shall continue to make payment for the non-disputed portion of each invoice.

If after thirty (30) days, Trust and County cannot resolve any dispute, either Party may give the other Party a written request for a meeting between the Trust ~~Manager~~ and the County Executive Officer for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.

If after the meeting between the Trust ~~Manager~~ and the County Executive Officer the dispute between the Parties is not resolved, the dispute shall be submitted to non-binding mediation in the City of Santa Ana, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall equally share the cost of mediation. If a dispute between the Parties regarding the interpretation or performance of this Amended MOU is not resolved by non-binding mediation, either Party may bring legal action to interpret or enforce this Amended MOU.

XVI. CONFIDENTIAL INFORMATION

Each Party may disclose the other Party's Confidential Information on a "need to know" basis to its own employees that are working on a project, or its own employees who are involved in the Services under this Amended MOU. Additionally, each Party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons, subpoena, or request for public records; or (iii) enforce its rights under this Amended MOU, provided that Party shall give advance written notification to the other Party that such disclosure is being made.

XVII. DEBT SUBORDINATION UNDERSTANDING

The Parties acknowledge that in any affordable housing project where both Parties provide financing, the Trust may be required to subordinate its financing to the County pursuant to a separate agreement between the Parties. This Amended MOU does not change or create a separate understanding as it relates to the Trust's debt subordination obligations.

~~XVII.~~XVIII. NEGOTIATED INSTRUMENT

This Amended MOU was negotiated at arms-length between the Trust and County, and neither

Party "prepared" this Amended MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

XVIII. XIX. APPROPRIATION/CONTINGENCY OF FUNDS

All obligations of the County herein are subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Amended MOU.

XIX. XX. RESERVATION OF RIGHTS

Each party reserves all rights and remedies arising under other contracts, if any, and/or under the law, including, without limitation, obligations imposed by statute, and/or obligations arising by reason of the application of principles of equitable and/or promissory estoppel. Nothing in this Amended MOU releases or relieves either party from any obligation otherwise imposed by contract and/or law.

XXI. ~~XX.~~ AUTHORIZED SIGNATURES

Both Parties to this agreement represent that the signatories executing this document are fully authorized to enter into this Amended MOU.

-Signatures Follow on Next Page --

COUNTY:

COUNTY OF ORANGE, a political subdivision of the state of California

By _____
Michelle Aguirre
County of Orange

Frank Kim
County Executive Officer

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____
Deputy

Dated _____

[INSERT SIGNATURE BLOCK]

~~Orange County~~
~~Housing Finance Trust~~

~~Adam B. Eliason~~
~~Manager~~

APPROVED AS TO FORM
TRUST COUNSEL

By_____

Dated_____

ATTACHMENT A

AUDITOR-CONTROLLER

I. SCOPE OF SERVICES

The services described below to be provided to the Trust by the County of Orange Auditor-Controller are intended to be the same type of services as provided to County departments and agencies as of July 1, 2020. Additional services are not included and will be charged to TrustTRUST in accordance with Subparagraph IV below.~~.~~

A. Claims and Disbursing Services

The County of Orange Auditor-Controller shall serve as the Auditor-Controller for TrustTRUST with respect to ~~auditing and~~ payment and processing of claims. Any late fees or interest resulting from untimely transmittal documentation from the TrustTRUST will be the responsibility of the TrustTRUST. Normal vendor ~~claims and trust~~ payments will be paid for TrustTRUST by the OC Community Resources ("**OCCR**") Accounting Section of the Auditor-Controller using the County's financial and purchasing system in accordance with their normal procedures for auditing and allowing claims for OCCR. TrustTRUST shall use the County's financial ~~CAPS+ Finance~~ and purchasing system~~Purchasing System~~ to process and authorize purchase order contracts in a manner consistent with the County's ~~decentralized~~ purchasing proceduresprogram. For other contracts, TrustTRUST shall generally comply with the Orange County Housing Finance Trust Procurement~~County's Contract~~ Policy~~ Manual~~. Where Board of Directors approval is required for contracts, TrustTRUST shall submit such contracts for Board of Directors approval, since the Board of Directors is the governing body of TrustTRUST. Items that would normally require County department head approval will be approved by the Trust Chair. Employee~~Executive Director of TRUST. TRUST shall continue to process employee~~ reimbursement claims will also be handled in a manner consistent with the County's existing procedures. All disbursements, including checks and EFTs, will be processed for the Trust by the Check Writing division, following their normal procedures.

B. ~~Check Writing Services~~

~~The Check Writing Unit will process payments and release/mail checks for payment of accounts payable and trust payments for TRUST, including follow-up and processing of checks returned due to bad addresses or other reasons.~~

C.B. General Accounting Services

The General Accounting Section will include services provided by the OCCR Accounting Unit, including maintenance of accounting records for Trust'sTRUST's expenditures, encumbrances, revenues, and balance sheet accounts through the accounting system, annual audit supportapprove and/or input of transactions affecting TRUST's financial records to the accounting system, and provision of standard reports and on-line reports as normally provided to other County departments and agencies through the County's financialCAPS+ Finance and purchasing systemPurchasing System. The Trust shall timely issue 1099 Forms and report 1099 information to the IRS and Franchise Tax Board for reportable payments. Any additional reports or system modifications required by TrustTRUST will be charged at incremental cost, including system and labor costs in accordance with Subparagraph IV belowVI.

D. Cost, Revenue, and Budget Services

The Cost, Revenue, and Budget Unit of the Auditor-Controller will include TRUST's annual budget in the County's Adopted Budget and ensure that TRUST's budget is balanced, in the same manner as services provided to County departments and agencies.

E.C. Financial Reporting

The Financial Reporting and Mandated Costs Unit of the Auditor-Controller prepares the County's Annual Comprehensive Annual Financial Report ("**ACFR**").(CAFR) and Single Audit Report. Since TrustTRUST is governed by the TrustCounty of Orange Board of Directors and the Board of Directors also appoints the management and determines the budget of TrustTRUST, it will be included in the County's ACFRCAFR and Single Audit Reports in accordance with standards issued by the Governmental Accounting Standards Board, and will be charged a share of the cost of preparing and auditing those reports, which includes the cost of Financial Reporting staff and the cost of the contracted outside audit firm.

F.D. Information Technology

The Information Technology Section maintains CAPS+ in support of services identified in the preceding Subparagraphs A. through C This includes all of the County's financialCAPS+ Finance and purchasing system,Purchasing System and the Performance Budgeting System (PB), but excludes the CAPS+ HR and Payroll System since TrustTRUST employees are not County employees and are not utilizing County payroll and personnel systems.

II. COST OF SERVICES

The estimated annual cost services to the TRUST are determined based on historical use and projected and/or knownof each service needs and its annual

estimated cost shall ~~to~~ be provided pursuant to Section VI (Payment) of the Amended MOU above.~~TRUST by the County Auditor-Controller as detailed in Subparagraph II is as follows:~~

~~Service Description~~	~~Estimated Annual Cost~~
~~OCCR Accounting Services~~	~~$5,000.00~~
~~Indirect (13.86% of $5,000)~~	~~693.00~~
~~TOTAL~~	~~$5,693.00~~

~~These amounts are estimates only.~~ All costs billed will be based on actual costs incurred by OCCR Accounting.

Indirect costs shall include the allocated administrative charges and the proportionate share of the Countywide Cost Allocation Plan (CWCAP), approved by the State, for the prior fiscal year. ~~For example, the FY 2020-21 billing will be based on the FY 2019-20 CWCAP using FY 2017-18 costs.~~

In the event the Amended MOU is terminated, the County~~COUNTY~~ will compute a final adjustment within one (1) year from which services are last received from the County. The adjustment is needed to reflect the actual costs of services provided since the CWCAP costs are two (2) years in arrears. This adjustment will be invoiced or refunded to Trust~~TRUST~~ as applicable. If an audit or review identifies that a transaction would result in an adjustment to Trust~~TRUST~~, then the adjustment should be provided to Trust~~TRUST~~ regardless of the number of days after which the services were received from the County.

Although the annual costs provided are estimates, in the event the actuals costs projected or incurred exceed the estimates, the Trust shall be notified.

As outlined in Section V (Compensation for Services) of the Amended MOU above, on~~On~~ or before March 31~~February 15~~ of the current fiscal year, written notice of the estimated annual cost shall be given to Trust~~TRUST~~ for the following fiscal year.

III. PAYMENT PROCESS

~~—~~Payment for Auditor-Controller services shall be made via invoice charging the same rate that county departments or special districts are charged for the same service for the total amount specified in Subparagraph II of this Attachment A.

IV. ADDITIONAL ACCOUNTING ASSISTANCE

A. If Trust~~TRUST~~ requests additional professional accounting assistance from the Auditor-Controller over and above the standard accounting systems and procedures training and accounting systems orientation support provided to County departments and agencies, Trust~~TRUST~~ shall pay for the total additional time at an hourly rate calculated based on the current year's rates

published in the CEO Budget Policy and Instruction Manual. ~~For example, the rate of $108.16 per hour for FY 2020-21 billing will be based on the FY 2020-21 CEO Budget Policy and Instruction Manual.~~ The billing will be performed at the completion of such additional services.

B. If Trust~~TRUST~~ requests additional accounting or budgetary reports from the Auditor-Controller in addition to the standard reports provided to all County departments and agencies, the costs of such additional reports will be charged to Trust~~TRUST~~ at the actual cost of designing, programming, preparing, producing, and distributing such additional reports, including all related systems costs.

ATTACHMENT B

TREASURER-TAX COLLECTOR

I. SCOPE OF SERVICES

The Services described below are to be provided by Treasurer-Tax Collector, consistent withintended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

I.A. **Banking Services:**

A.**a.** Bank relationship management
B.**b.** Cash management services

II. **Investment Services** including investment of all monies on deposit with the Treasurer in accordance with the current Orange County Treasurer Investment Policy Statement

III.B. **Fund Accounting**accounting **and bank reconciliation Services**

The Services to the Trust will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this Amended MOU or until termination as provided in the Amended MOU.

II. COST OF SERVICES

Cost of Services is determined by two methodologies:

A. Pass-through of actual costs charged by processors for credit card fees, debit card fees, and actual costs charged by armored car service providers in an amount not to exceed $300.00 annually.

B. Actual administrative costs associated with investing, depositing or handling of funds and distributing interest or income authorized by California Government Code Section 27013, will be charged via a basis point calculation on the average monthly cash balance of Trust funds on deposit with the Treasurer.

III. PAYMENT PROCESS

A. Actual costs for Services identified in Section II, Paragraph A1 of this Attachment B will be charged to the Trust using an invoice. These invoices will be processed on a monthly basis and will include appropriate back up

documentation.

B. Costs as identified in Section II, Paragraph B2 of this Attachment B will be charged to the Trust using an invoice or other County approved methods.. These costsinvoices will be processed as part of the interest earnings apportionment process on a monthly basis using the current basis point estimate. A fiscal year-end accounting of the actual cost for these Services is expected to be completed within six (6) months of the County's year-end. At that time, charges will be adjusted, positively or negatively, to reflect the actual cost of Services.

ATTACHMENT C

COUNTY COUNSEL

I. SCOPE OF SERVICES

The Legal Services described below are intended to be the same type of Legal Services as provided to the Trust prior to this agreement. If the Trust requests additional Legal Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

A. AttorneysATTORNEYS shall provide the Trust with the necessary representation
by staff qualified to perform the legal tasks.

B. AttorneysATTORNEYS shall provide all legal services requested by The Trust within the Scope of Services described below.

1. Advise Trust staff as to procedures, legality of documents, policy concerns, and legal implications concerning the Trust activities.
2. Prepare resolutions, notices, pleadings, and other legal documents necessary for the Trust activities.
3. ~~Provide representation in hearings, arbitration, mediation, and any related litigation, as necessary, arising out of the Trust activities.~~
4. 3. Attend all Trust meetings and advise the Trust Directors to procedures, legality of documents, policy concerns, and legal implications concerning the Trust actions.
5. 4. Coordinate and contract with outside counsel for specialized matters.

II. COST OF SERVICES

County Counsel will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amended MOU above. ~~County Counsel billing rate for Services is $208.10 per hour in an amount not to exceed $82,969.00 annually.. Trust staff shall inform County Counsel when it has reached 75% of the not to exceed amount.~~

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by the County Counsel at a rate that shall not to the costs of providing same or similar services to County departments.

The Trust will be billed the administration fee associated with this Attachment C at the same rate as County Departments or other special districts.

III. PAYMENT PROCESS

Reimbursement to County Counsel for Legal Services is handled through the biweekly payroll process, and via the invoice method, as needed. ~~For example, missed deductions during the biweekly process for an employee on a leave of absence would be reimbursed to the County via the invoice method.~~

ATTACHMENT D

CLERK OF THE BOARD OF SUPERVISORS~~DIRECTORS~~

I. SCOPE OF SERVICES

~~The~~ ~~Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.~~

A. Administrative Preparation of Regular and Special Meeting Agendas

The Clerk of the Board of Supervisors shall act as the Clerk of the Board of Directors for the Trust ("**Clerk of the Board**"). The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk will perform the administrative preparation of agendas pursuant to the Ralph M. Brown Act, Government Code Section 54950 et seq.

1. Collaborate with the ~~Housing~~ Trust ~~Manager~~ for the filing of agenda items with the Clerk of the Board.
2. Prepare and update agendas in compliance with the Ralph M. Brown Act for regular and special meetings of the Trust.
3. Distribute agenda packets to the Board of Directors electronically and make available for review to the general public. Copies of all documents submitted to the Trust will be on file with the Clerk of the Board's office and will be posted on the Trust's website.
4. Prepare list of directives from Trust members (if applicable).
5. Process legal publication requirements for the Trust prior to a meeting, as required.

B. Administrative Preparation and Clerking of Meetings

The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk shall attend each meeting of the Trust and maintain a record of all proceedings as required by law.

1. Prepare and set up meeting room.
2. Attend and clerk each meeting, capturing votes/action taken during meetings.
3. Facility where meetings are held must provide audio and/or video services.
4. Meetings should take place during regular business hours. Travel to and from meetings located at a site other than the Hall of Administration will be subject to mileage reimbursement for travel to and from meetings and parking fees (if applicable).

C. Administrative Preparation of Regular and Special Meeting Summary Action Minutes

The Clerk shall prepare and distribute Summary Action Minutes of meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda items plus all motions, resolutions, and ordinance numbers related to the item, all votes recorded and the final action taken by the Orange County Housing Finance Trust.

1. Prepare the Summary Action Minutes after each meeting and schedule for Trust approval at their next scheduled meeting.
2. Distribute the approved Summary Action Minutes to the Trust members and make available for review to the general public.
3. Process legal publication requirements for the Trust after a meeting, as required.

D. Other Administrative Matters

1. Maintain the official records for the Orange County Housing Finance Trust.
2. Assist the public and the Trust departments/agencies with research of records and respond to public records act requests.
3. Provide Oath of Office to Board of Directors of the Trust.
4. Handle noticing and posting requirements for the Trust as required.
5. Order supplies for meetings of the Trust.
6. Perform the services as the filing official for the Trust.
7. Ensure submission of Form 700 filing for both County employed Trust Board Directors and Non-County employed Trust Board Directors

II. Cost of Services

The Clerk of the Board ~~Trust~~ will provide~~be billed the administration fee associated with this Attachment D at~~ the Trust the ~~same rate as County Departments or other special districts. The~~ estimated annual cost of providing the~~each service to be provided to TRUST by the Clerk of the Board of Supervisors as detailed in Subparagraph I. is not to exceed $7,200.00~~

~~The Clerk of the Board shall bill the Trust monthly in arrears for services provided in the previous month at the rates approved by the County of Orange Board of Supervisors for the applicable fiscal year. Any meeting beyond regular business hours require deputy clerks covered under the Orange County Employees Association - Office~~ Services described herein pursuant to Section VI (Payment) of the Amended MOU above.~~Unit to be compensated at one and one-half (1 ½) times the regular hourly rate.~~

III. Payment Process

Billings for actual cost will be made via the invoice billing method and will use fund codes designated for the Trust.

~~ORANGE COUNTY SHERIFF DEPARTMENT~~

~~I. SCOPE OF SERVICES~~

~~The Communications Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.~~

~~A. Live Meeting Audio Services~~

~~1. Set up for meeting room before each Trust meeting to ensure speakers and sound volume are working properly.~~
~~2. Monitor audio during the Trust Board Meeting~~
~~3. Provide recorded audio file for inclusion on Trust website.~~

~~B. Virtual Meeting Broadcast~~

~~1. Before each Trust meeting work with staff to ensure speakers, sound volume and conference software are working and interfacing properly for recording system.~~
~~2. Monitor audio during the Trust Board Meeting~~
~~3. Provide recorded audio file for inclusion on Trust website.~~

II. ~~Cost of Services~~

~~The~~ ATTACHMENT E

~~Trust will be billed the administration fee associated with this Attachment E at the same rate as County Departments or other special districts. The Orange County Sheriff Department shall bill the Trust monthly in arrears for services provided in the previous month.. The billing rate is $88.00 per hour, for an amount not to exceed $1,703 annually.~~

~~Any meeting beyond regular business hours require deputy clerks covered under the Orange County Employees Association - Office Services Unit to be compensated at one and one-half (1 ½) times the regular hourly rate. In addition, two staff members are required to attend after hours meetings.~~

III. ~~Payment Process~~

~~Billings for actual cost will be made via the invoice billing method and will use fund codes designated for the Trust.~~

OC COMMUNITY RESOURCES

I. SCOPE OF SERVICES

The Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.

Contractor shall provide consulting services to support the newly formed OCHFT on an as-needed basis. The actual scope of work will be based upon mutual agreement between the County and Contractor. Contractor services may include the following:

A. Facilitate and manage OCHFT Team Meetings to discuss and determine action items needed prior to presentation to the OCHTF Board or Advisory Board. The OCHFT Team shall include the following:

1. County Representative(s).
2.1. Assigned person from the Clerk of the Board to assist with agendas, minutes, and administrative duties.
3. Assigned person from the Treasurer/Tax Collector to assist with the budget and audit issues.
4. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.
5. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.
6. Assigned person from Auditor Controller

1.

7. Other invitees as deemed necessary by the OC Community Resources ("Team.

B. Evaluate and prepare funding sustainability analysis to determine both long-term project funding and administrative funding.

C. A. OCCR") staff shall provide coordination services to support the TrustOCHFT on an as-needed basis. The actual scope of work will be based upon mutual agreement between the Trust and OCCR. Staff services may include the following:

1. Coordinate with Trust staff on Trust Items for Regular, Special, Ad Hoc and Advisory meetings.
2. Coordinate for Trust Board actions going to County Board of Supervisors when required.
3. Facilitate or provide IT support for Trust website and email services and other IT support as/if requested by the Trust.
3.4. Oversight of MOU for all County county departments

including Invoice Tracking for Projects and for County Scope of Services MOU:

i. Auditor- ~~-~~Controller
ii. Treasurer ~~- Investment~~ Services
iii. County Counsel~~—~~
iv. Clerk of the Board

5. OCCR Staff will provide the following direct services:

(1) Review of Trust Notice(s) of Funding Availability ("**NOFA**") and updates;

(2) Coordinate/Attend routine (monthly, quarterly, as needed) Project/NOFA Status Meetings;

~~iv.~~ Procurement of contracts on behalf~~the Board - coordinate scheduling~~ of the~~Regular and Special Trust Board Meetings~~

~~v.~~(3) ~~OC Sherriff - Coordinate with Audio team before, during and after~~ Trust. ~~Board meetings~~

(4) Provide Technical Assistance as needed on affordable housing development/funding (and projects where there is not a conflict of interest);

~~vi.~~(5) ~~Health Care Agency -~~ Coordinate with Health Care Agency (or other County Department as needed) on Supportive Services - including review of the NOFA (Term Sheet, Expression of Interest etc.) and review of NOFA applications~~NOFA application~~ to ensure funding~~MHSA~~ compliance;)

~~vii.~~ Conduct ~~OC~~CR~~ Staff~~

~~a)~~(6) Annual Compliance Monitoring of Affordable and Supportive Housing Units (Property Management files, tenant income, Unit Rents and Inspections and resources included in the project);~~)~~

(a) The Trust shall maintain appropriate monitoring fees for projects to offset the cost of annual compliance monitoring.

~~b) Project Development~~

~~c) Preparation of Annual Application of State Funding~~ ~~Programs (including LHTF)~~

II. COST OF SERVICES

OCCR will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amendment MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by OCCR at a rate that shall not exceed the costs of providing same or similar services to County departments.

OCCR shall bill the Trust ~~for Services rendered up to a. not to exceed amount of $150,000 annually. The Trust will be billed the administration fee associated with this Attachment F at the same rate as County Departments or other special districts.~~

~~OC Community Resources (OCCR) shall bill the Trust~~ monthly in arrears for services provided in the previous month at the rates approved by the County of Orange Board of Supervisors for the applicable fiscal year. ~~All Staff Costs to be fully burdened (Including benefits, indirectcosts like Information Technology to support OCCR staff that are applied to all County Staff.)~~

~~Any meeting beyond regular business hours require OCCR staff covered under the Orange County Employees Association - Office Services Unit to be compensated at one and one-half (1 ½) times the regular hourly rate.~~

III. PAYMENT PROCESS

Payment for OCCR services shall be made via the invoice method as specified in this Amended~~the~~ MOU.

ATTACHMENT F

CEO PUBLIC FINANCE

I. SCOPE OF SERVICES

CEO Public Finance will provide Trust Manager/Executive Director Services

A. Facilitate and manage Trust Team Meetings to discuss and determine action items needed prior to presentation to the Trust Board of Directors or Trust Advisory Board. The Trust Team shall include the following:

1. County Representative(s).
2. Assigned person from the Clerk of the Board to assist with agendas, minutes, and administrative duties.
3. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.
4. Assigned person from Auditor- Controller
5. Other invitees as deemed necessary by the Trust.

B. Provide management and oversight of Trust operations as directed by the Trust Board of Directors ("Trust Board") and/or the Trust Chair:

1. Coordinate with Trust Board to establish annual budget and update annual and long-term strategic plans.
2. Prepare and coordinate with County Memorandum of Understanding (MOU) Departments for drafting of the Trust Board meeting agenda items and presentations.
3. Prepare and coordinate with MOU Departments on all competitive bidding proposals for consultant/professional services and provide recommendations to the Trust Board (e.g., financial, auditing, marketing, advocacy, insurance).
4. Coordinating with consultant/professional services contractors.
5. In coordination with MOU Departments, locating and reviewing responsive records and responding to record requests under the California Public Records Act.
6. Recommend to the Trust Board various policies and procedures for various compliance monitoring for Trust funded projects and establish policies and procedures upon direction from the Trust Board.
7. In coordination with MOU Departments, manage and update the Trust website.
8. Coordinate with Trust Board and implement Trust Board directives regarding public relations and strategic communications.
9. Other duties and assignments as requested by the Trust Board and/or through the Trust Chair.

II. COST OF SERVICES

CEO Public Finance will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section V (Compensation for Services) of the Amended MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by CEO Public Finance.

County Executive Office

Memorandum

RECEIVED
2025 DEC 10 AM 9:57
CLERK OF THE BOARD
BOARD OF SUPERVISORS

December 10, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.12.10 08:04:09 -08'00'

Subject: Supplemental Request According to Board Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 16, 2025, Board Hearing.

Agency: Sheriff-Coroner
Subject: Orange County Domestic Well Drought Resiliency Plan
Districts: All Districts

Reason Item is Supplemental: The Orange County Domestic Well Drought Resiliency Plan ("Drought Plan") is a requirement under California Water Code 10609.50-10609.80. The law provides that the Drought Plan be adopted as part of the jurisdiction's Emergency Operations Plan (EOP). On the December 16, 2025, the Board of Supervisors agenda, the EOP is scheduled to be reviewed and adopted. 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 December 16, 2025, Board agenda for the Drought Plan to be reviewed and adopted the same day for purposes of ensuring compliance with state law, maintaining consistency across related emergency planning documents, and allowing the County to implement the required drought-resiliency measures without delay. For future revisions, this uniformity of dates will also allow for streamlined updates to both documents, synchronized review cycles, clearer tracking of compliance with State requirements, and efficient coordination across departments.

Concur: _____
Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item
Clerk's Use Only S28C

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	12/16/2025
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Cory Martino (714) 647-1817 Michelle Anderson (714) 628-7158

RECEIVED
2025 DEC 18 AM 8:57
CLERK OF THE BOARD
BOARD OF SUPERVISORS

SUBJECT: Orange County Domestic Well Drought Resiliency Plan

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.12.10 08:04:43 -08'00'	Approved resolution as to form.	Discussion
CEO Signature	*Action* DocuSigned by: Wendy Phillips 04F21F0B41624... *County Counsel Signature*	3 Votes Board Majority

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

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

Current Fiscal Year Revenue: N/A

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

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Adopt by Resolution the Orange County Domestic Well Drought Resiliency Plan, as approved by the Emergency Management Council and the Operational Area Executive Board.

2. Authorize the Chairperson to execute the Letter of Promulgation.

SUMMARY:

Adoption of the Orange County Domestic Well Drought Resiliency Plan ("Plan") by Resolution and the execution of the Letter of Promulgation will, in accordance with the requirements of California Water Code Sections 10609.50-10609.80: identify vulnerable communities that rely on state small water systems (SSWS) or domestic wells; assess the risk of water shortage for each of these water sources; present short-term and long-term actions that can be implemented to help prevent catastrophic impacts to drinking water for these communities during an emergency; and improve resiliency of local water resources.

BACKGROUND INFORMATION:
Senate Bill 552 (Stats. 2021, Hertzberg) added Sections 10609.50-10609.80 to the California Water Code. It requires each county in California to take steps to improve drought planning and preparedness for small water systems and rural communities, which have been identified as potentially vulnerable in the event of a water shortage, such as the drought that occurred in California from 2012 to 2016. Drought conditions are expected to increase over the coming years, and small, rural communities are more heavily impacted when groundwater supplies begin to dwindle, causing wells to run dry and small water systems to be impacted.

The Orange County Domestic Well Drought Resiliency Plan addresses water shortage scenarios for state small water system (SSWS) and domestic wells. An SSWS is defined as a water system that provides "piped water to the public for human consumption for at least 5, but not more than 14, service connections, and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year." Health and Safety Code (H&S) Section 116275(n). A domestic well is defined as a "groundwater well used to supply water for the domestic needs of an individual residence or a water system that is not a public water system and that has no more than four service connections. H&S Section 116681(i), see also Water Code Section 10609.51(k)]. The County of Orange (County) itself is not a water supplier. Instead, multiple municipal agencies and water districts are responsible for providing drinking water to the residents of the County. There is no SSWS operating within the County, and very few residences are dependent on domestic wells. Therefore, the scope of this plan extends to only a small fraction of County residents, and the potential emergency responses described herein are not directly managed or implemented by the County.

The Sheriff-Coroner Department, on behalf of the County of Orange Emergency Management Council and the Orange County Operational Area Executive Board, requests that the Board adopt the Plan by Resolution and to authorize the Chairperson to execute the Letter of Promulgation.

FINANCIAL IMPACT:

N/A

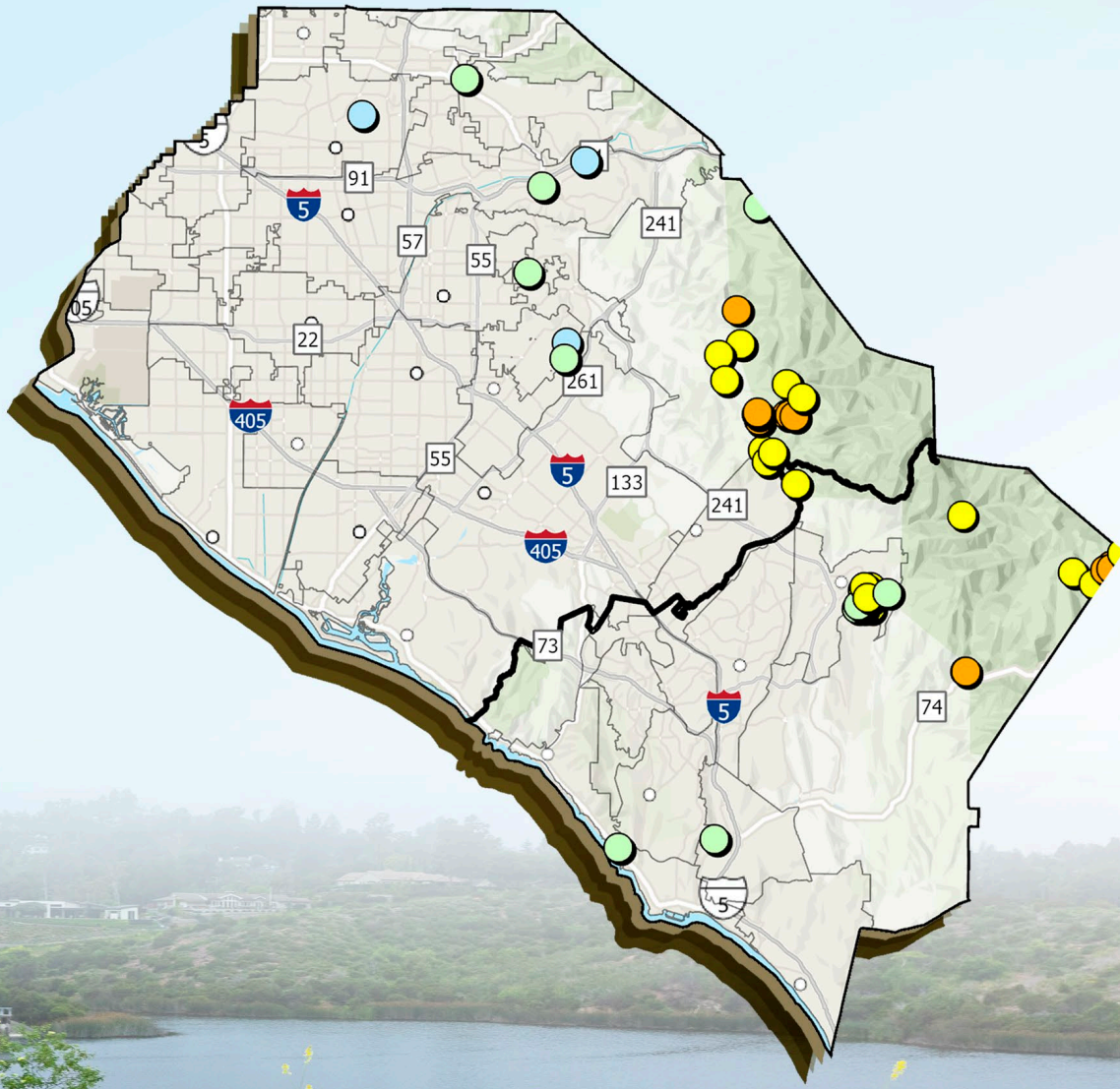
STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Orange County Domestic Well Drought Resiliency Plan
Attachment B - EMC and OC Operational Area Executive Board Promulgation Letters
Attachment C - California Water Code 10609.50-10609.80
Attachment D - Draft Resolution
Attachment E - Board of Supervisors Letter of Promulgation

ORANGE COUNTY
Domestic Well Drought Resiliency Plan



PREPARED FOR:

601 N. Ross Street
Santa Ana, California 92701

PREPARED BY:

PACE
Advanced Water Engineering

17520 Newhope Street, Suite 200
Fountain Valley, California 92708

#C220
DECEMBER 2024
(REVISED – FEBRUARY 2025)

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1 Introduction

Senate Bill (SB) 552 requires each county in California to take steps to improve drought planning and preparedness for small water systems and rural communities, which have been identified as potentially vulnerable in the event of a water shortage, such as the drought that occurred in California from 2012 to 2016. Drought conditions are expected to intensify over the coming years, and small, rural communities are disproportionately affected when groundwater supplies begin to dwindle, leading to wells running dry and small water systems being compromised.

This Orange County Domestic Well Drought Resiliency Plan (DRP) has been prepared for the County of Orange (the County) in accordance with the requirements of SB 552 to identify vulnerable communities that rely on state small water systems (SSWS) or domestic wells, assess the risk of water shortage for each of these water sources, present short-term and long-term actions that can be implemented to help prevent catastrophic impacts to drinking water for these communities during an emergency and improve resiliency of local water resources.

The scope of a DRP is to address water shortage scenarios for SSWS and domestic wells. A SSWS is defined as a water system that provides piped water to the public for human consumption for at least 5, but not more than 14, service connections, and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year [Health and Safety Code (HSC) Section 116275(n)]. A domestic well is defined as a groundwater well used to supply water for the domestic needs of an individual residence or a water system that is not a public water system and that has no more than four service connections [HSC Section 116681(i), with equivalent definition in California Water Code (CWC) Section 1060951(k)].

The County itself is not a water supplier. Instead, multiple municipal agencies and water districts are responsible for providing drinking water to the county's residents, as described in further detail below. There are no SSWS currently operating within the County, and very few residences are dependent on domestic wells. Therefore, the scope of this plan extends to only a small fraction of County residents, and the potential emergency responses described herein are not directly managed or implemented by the County.

1.1 Plan Structure

This DRP follows the suggested organization outlined in the *County Drought Resilience Plan Guidebook* (Guidebook) developed by the California Department of Water Resources (DWR 2023). The remaining sections in this DRP are as follows:

- **Section 2** describes the County Drought Task Force or alternative process to facilitate drought and water shortage preparedness for SSWS and domestic wells.
- **Section 3** provides an overview of the approach, data used, and results of the drought and water shortage risk assessment.
- **Section 4** presents immediate actions that the County suggests to take in response to water shortage events in vulnerable communities.
- **Section 5** presents long-term actions that will be proposed for implementation to secure reliable water supplies for vulnerable communities.
- **Section 6** discusses considerations for coordinating implementation of this plan with stakeholders.

1.2 Scope of Issue

The County has minimal reliance on domestic well water, with only 59 domestic wells identified within its boundaries. While the exact number of residents depending on these wells for potable water use has not been determined, many of these wells are located near existing water distribution infrastructure, suggesting that alternative water sources are readily available. Furthermore, there are currently no SSWS within Orange County borders, reinforcing the limited role of domestic wells in the overall water supply. Given this very low dependence on domestic well systems, their impact on drought resiliency is negligible, and the County remains well-positioned to maintain water reliability even during drought conditions.

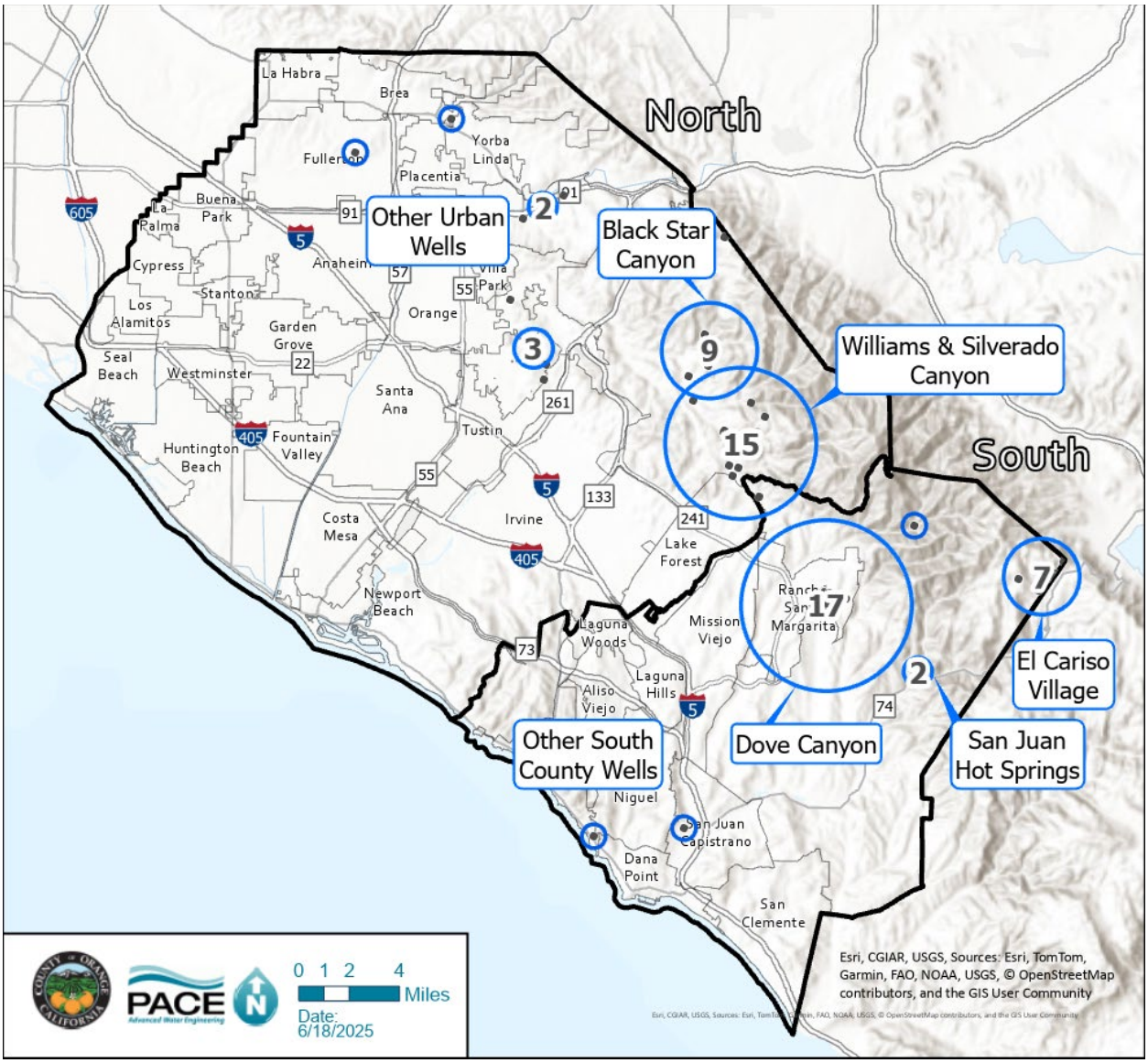


Figure 1-1: Domestic Well Distribution Throughout Orange County

1.3 County Description

1.3.1 Geography and Demographics

Orange County is in Southern California, bordered by Los Angeles County to the north, San Bernardino and Riverside Counties to the northeast, and San Diego County to the southeast. It encompasses 34 cities, including prominent areas such as Anaheim, Irvine, and Newport Beach.

As of recent estimates, the population of Orange County is approximately 3.2 million, making it the third most populous county in California. The region is diverse, with significant Hispanic, Asian, and Caucasian communities contributing to its cultural and economic fabric. The County is a hub for tourism, technology, education, and healthcare, with major attractions like Disneyland, Knott's Berry Farm, and the extensive Pacific coastline.



Figure 1-2: Orange County Vicinity Map

1.3.2 Hydrology

Orange County is divided into two primary hydrologic regions: the North Orange County Region and the South Orange County Region. The division generally follows the natural topography, with the San Joaquin Hills and other ridgelines marking the boundary between the two regions.



Figure 1-3: Orange County Hydrology

1.3.2.1 North Orange County Region

The North Orange County Region includes several waterbodies, with the largest being the Santa Ana River, which originates in the San Bernardino Mountains and flows through Riverside and San Bernardino Counties before being impounded behind Prado Dam at the border of Orange County near Yorba Linda. River flows are generally limited to managed releases from Prado Dam, which are captured for groundwater recharge, and high flow storm events that flow southwest to discharge into the Pacific Ocean in Huntington Beach. The region is highly urbanized, with an extensive storm drain and flood control system including smaller waterbodies and channels such as Coyote Creek, Carbon Creek, and Fullerton Creek which are part of the San Gabriel River watershed. A smaller hydrologic unit within the North Orange County Region is the Newport Bay watershed.

The Newport Bay Watershed encompasses an area of approximately 154 square miles with overland flows draining toward the Pacific Coast into Newport Bay. The watershed is bounded in the northeast by the Loma Ridge Foothills and the Santa Ana Mountains. The San Joaquin Hills bound the southern edge. Between the Santa Ana Mountains and the San Joaquin Hills lies the flat, alluvial Tustin Plain. The lowest area of this plain is the historical location of the “Swamp of the Frogs”. Runoff originating in the northern hills now flows south through flood control channels, into the San Diego Creek Channel, through the Tustin Plain, and then into Upper Newport Bay. On the other side of the San Joaquin Hills is the Newport Coast Watershed, which consists of a series of coastal canyons that drain directly to the ocean.

Groundwater is a significant water resource in North Orange County, supported by the Orange County Groundwater Basin, which provides a substantial portion of the region's potable water supply. The region is home to the Groundwater Replenishment System (GWRS), the world's largest indirect potable reuse project, which recycles treated wastewater to augment groundwater supplies. The GWRS is managed by Orange County Water District (OCWD) and Orange County Sanitation District (OCSD). This provides a reliable supply of water that is locally controlled, potentially reducing the impact when a drought occurs.

1.3.2.2 South Orange County Region

The South Orange County Region is characterized by a more natural hydrologic setting with smaller, more ephemeral streams and limited groundwater resources. In this region, the San Juan Hydrologic Unit (SJHU) comprises six watersheds they are San Juan Creek, Aliso Creek, Laguna Coastal Streams, San Clemente Coastal Streams, Dana Point Coastal Streams, and San Mateo Creek, which drain to the foothills and flow toward the Pacific Ocean. Though the South Orange County Region lacks a significant groundwater basin, it contains two smaller groundwater basins, the San Juan Valley Groundwater Basin and the San Mateo Groundwater Basin, making it more reliant on imported water supplies. This region experiences seasonal flows primarily occurring during winter storms.

South Orange County utilizes significant amounts of recycled water for irrigation, industrial processes, and certain environmental purposes. The recycled water primarily comes from tertiary-treated wastewater produced by regional wastewater treatment facilities.

1.3.3 Water Suppliers

Local potable water distribution systems within the County are operated and maintained by municipalities and special districts. These water suppliers and their service areas are shown in Figure 1-3.



Figure 1-4: Orange County Water Suppliers

2 County Drought and Water Shortage Task Force

Per the requirements of SB 552 and the California Water Code, the County must establish a task force or alternative process that will communicate and coordinate with representatives from state and local governments, groundwater sustainability agencies, community organizations, local water suppliers, and residents regarding the County's drought and water shortage preparedness plans. This section describes the role and operation of the Drought Task Force in Orange County.

2.1 Task Force Members

The Drought Task Force consists of several key members, each representing various agencies and organizations dedicated to addressing water scarcity issues within Orange County.

The County acts as the lead member of the Task Force, bringing together representatives from OC Public Works, which manages environmental water issues, and the OC Health Care Agency, responsible for public health and safety related to water supplies. Additionally, the Chief Executive Office provides executive oversight, while the OC Sheriff's Emergency Management Division assists in coordinating emergency responses.

Significant contributions come from the Orange County Water District (OCWD), a groundwater wholesale agency founded in 1933. OCWD plays a crucial role in managing and protecting the Orange County Groundwater Basin, which supplies about 85% of the region's drinking water to multiple cities and water districts, collectively serving over 2.5 million residents. Their focus on water reliability and quality is supported through innovative projects and a diversified supply strategy.

Next is the Municipal Water District of Orange County (MWDOC), a wholesale water supplier that focuses on planning and making proper investments in water supply development, water use efficiency, public information, legislative advocacy, water education, and emergency preparedness. Established in 1951, MWDOC now serves more than 2.3 million residents in Orange County. Its service area spans 600 square miles and includes all of Orange County except for the cities of Anaheim, Fullerton, and Santa Ana.

Other members of the Task Force include the Eastside Water Association, Inc. and Midway City Mutual Water Company, both of which serve the unincorporated Midway City area. These small water suppliers provide valuable insight and representation for smaller systems within the broader water supply landscape.

Together, these members serve on the Drought Task Force to enhance preparedness for drought and water shortages, ensuring a comprehensive approach to water resource management in the County.

2.2 Task Force Meetings

On February 8, 2022, an initial meeting was held with OCWD, Eastside Water Association, Inc., Midway City Mutual Water Company, and OC Public Works to discuss the SB 552 requirements and the development of the DRP and Task Force members. Six water agencies were identified as potentially meeting the definition of small water suppliers/non-transient, non-community water systems. These agencies were invited to participate in the SB 552 Drought Task Force. It was subsequently confirmed by OC Health Care Agency that no SSWS are currently operating in Orange County.

A second meeting was held on June 6, 2022, to discuss progress in development of a draft DRP. The OC Health Care Agency well permitting team joined the task force as new members. The discussion focused on the number of wells located in Orange County and actions that OCWD will take to address drought.

Subsequently, the County paused the meetings to apply for a grant to assist in the development of the DRP. Updates have been provided to Drought Task Force members via email on a semiannual basis. The Drought Task Force was reconvened in 2025 to review and approve the DRP.

2.3 Task Force Responsibilities

The primary role of the Task Force is to facilitate drought and water shortage preparedness by planning protective measures before a disaster, assisting with recovery measures during a disaster, and capturing lessons learned to inform future planning.

3 Drought and Water Shortage Risk Assessment

A risk assessment as outlined in the Guidebook was conducted to identify potential hazards for the 59 domestic wells, identify any specific vulnerabilities, and evaluate the impacts that could occur in a drought or water shortage event. Risk assessment is crucial for determining who may be most affected and which response actions will be most effective.

3.1 Data Collection

Data was collected and downloaded from various State and local resources to conduct the water shortage risk assessment, as detailed further in this section.

3.1.1 Data Sets and Scope of Assessment

The California Department of Water Resources (DWR) has produced an online web application, the Water Shortage Vulnerability Scoring and Tool,[1] documenting the results of the State's initial water shortage risk assessment for each SSWS and domestic well by county.

This online tool was compiled using the DWR's inventory of domestic wells and the State Water Resources Control Board (SWRCB) records of SSWS. Vulnerability scores were incorporated from additional external datasets, including 16 datasets of physical vulnerabilities and 12 datasets of social vulnerabilities. The statewide risk assessment rescaled the data to Public Land Survey System (PLSS) section grids, which average roughly 1-mile square, such that vulnerability scores are visually displayed within the tool as colored squares. This type of rescaling is appropriate for statewide exercise due to the data size and difficulty of working with granular data across a large study. However, to interpret the data at a county level, the original linework from the data source was used. Statewide datasets were updated with more recent, finer resolution, or more accurate data where possible for this County-based assessment.

Initial well location data obtained from the statewide Water Shortage Vulnerability tool showed 80 domestic wells within the County and one SSWS. A quality control procedure was conducted on the statewide well locations to define better the locations and number of domestic wells within the County. Location information, such as hand-drawn maps, latitude and longitude, and addresses were referenced from the DWR well logs, and data sources provided by the County and OCWD helped filter the active domestic wells down from 80 to 59. These 59 domestic wells represent the most accurate information available at the time of this report's production; wells may be installed, decommissioned, or better located after the publication of this report. Additionally, the OC Health Care Agency indicated that the one SSWS shown in the statewide tool is no longer operating, so the County has no SSWS within its boundaries. The locations of the domestic wells identified within the County are shown in Figure 3-1.

[1] https://experience.arcgis.com/experience/ae1b4e3e41004f07b4901a7a3fa50637/?org=DWR

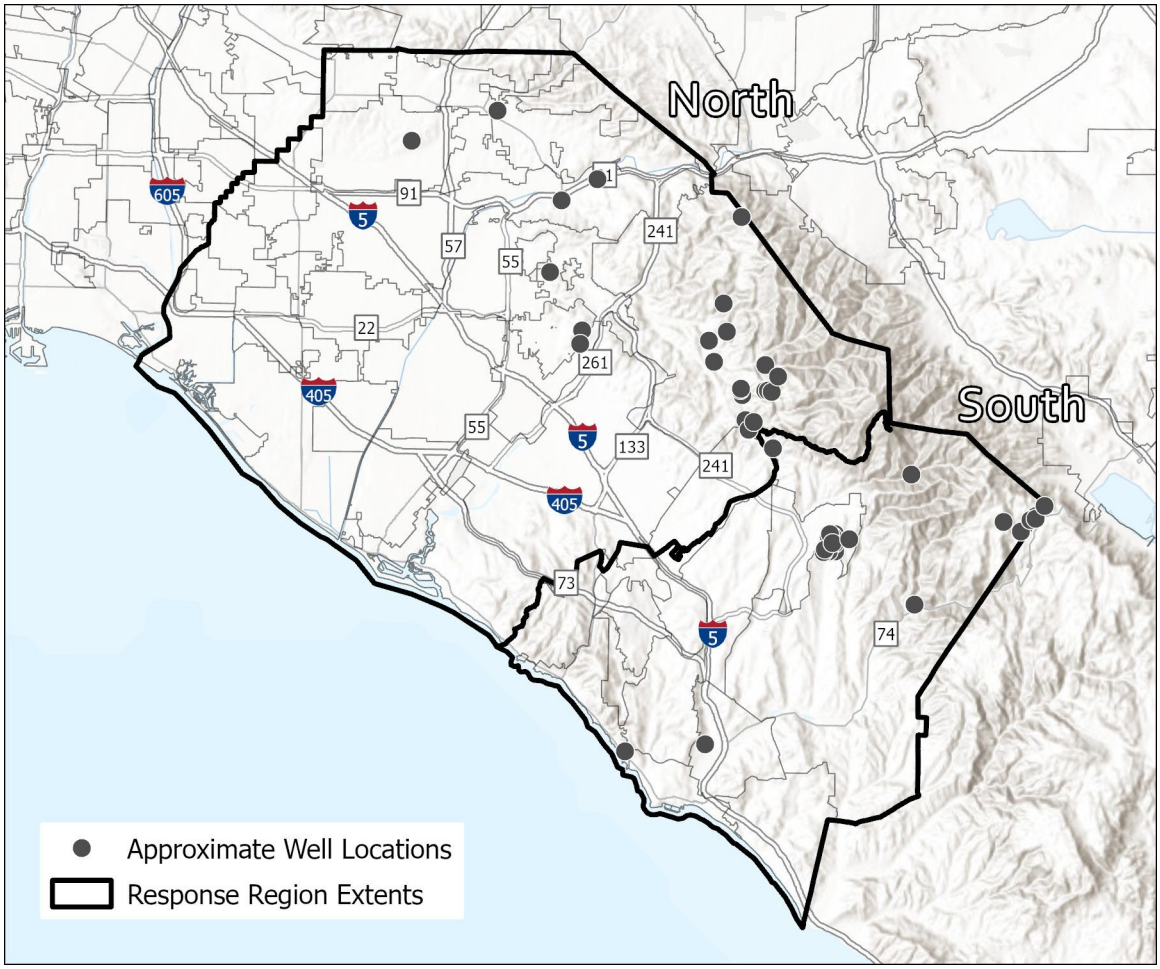


Figure 3-1: Approximated Domestic Well Locations in Orange County

3.2 Methodology and Approach

Water shortages stem from a mix of natural, human-made, and social factors that impact both water availability and demand. While Orange County benefits from a robust potable water system and limited reliance on domestic wells, climate change poses significant threats. Rising temperatures and shifting precipitation patterns increase the risk of drought, which reduces natural water supplies and hampers groundwater recharge. Groundwater depletion, already a major concern in California, further threatens domestic wells, particularly in coastal areas affected by sea level rise. Historical droughts, such as the 2012–2016 event, illustrate how natural and human-induced pressures can strain water systems, prompting costly water imports and greater reliance on local conservation, infrastructure upgrades, and recycled water systems like the GWRS.

Human activities, such as overconsumption, pollution, and the mismanagement of infrastructure, can intensify water scarcity, particularly in regions facing population growth and economic challenges in maintaining their water systems. Orange County has largely stabilized its land use, but past drought events have led to increased conservation programs and changes in water pricing to curb demand. Looking ahead, climate change and global population growth are expected to drive more frequent and intense water shortages. Although Orange County is well-positioned with advanced water management strategies and access to imported water, some degree of vulnerability remains for those dependent on domestic wells.

This DRP builds upon the methodology for assessing domestic well vulnerabilities published by DWR. The methodology outlines a structured approach for conducting a water shortage risk assessment, which has

been tailored and applied to the County's specific conditions. For this analysis, vulnerabilities are defined as "the combination of environmental, sociological, and structural factors that influence the likelihood of people or assets (i.e., domestic wells or water systems) being impacted when exposed to a hazard" (DWR 2023). The assessment categorizes vulnerabilities into two primary groups:

1. **Physical Vulnerabilities** – Factors related to environmental conditions, infrastructure, and water availability.
2. **Social Vulnerabilities** – Socioeconomic and demographic factors that influence a community's ability to respond to water shortages.

These vulnerabilities were mapped as geographic data layers and integrated using Geographic Information Systems (GIS). The vulnerability data values were then extracted for each domestic well point to assess individual risk levels. While the analysis was conducted at a County-wide scale, the results were specifically applied to the 59 domestic wells within the County.

3.2.1 Physical Vulnerabilities

Physical vulnerabilities refer to the potential natural or artificial factors that can impact the functionality or longevity of a domestic well. The following physical vulnerability datasets provided in the DWR Water Shortage Vulnerability tool were used for the County analysis:

1. **Temperature Shift**. In areas where maximum temperatures are projected to increase, there will be increased pressure on water demand and higher evapotranspiration rates. This dataset measures the change in maximum temperature from measured historical ranges to mid-century projections. This was converted to a 0-1 score by dividing the value of each cell by the maximum change in the statewide data.

2. **Saline Intrusion (Current and Projected)**. Current and future saltwater intrusion into coastal groundwater, caused by rising sea levels, can contaminate the water supply. This dataset represents whether saltwater intrusion is expected when the sea level is projected to increase by 1 meter. Wells within the saltwater intrusion footprint were given a score of 1, and those outside 0, for both present and future conditions.

3. **Wildfire Risk (Projected Climate Change)**. Increasing wildfire frequency and severity can threaten water sources. This dataset evaluates projections of average burned acres in 2035–2064.

4. **Previous Water Year's Precipitation**. A dry year with less than 70% of normal rainfall could result in reduced water supply. This dataset assesses the annual precipitation received in the most recent water year as a percentage of a normal water year. The 2022–2023 water year was used for this assessment. Water years start in October and end in September.

5. **Consecutive Dry Water Years**. When multiple consecutive years are dry years, this increases vulnerability to drought. This dataset counts the number of years within the last 5 years that have had significantly less rainfall than a normal year. This was converted to a 0-1 score by dividing the count of dry years by five.

6. **Wildfire Risk (Current Conditions)**. The severity of current wildfire risk can indicate a vulnerable water source. This dataset is based on the Fire Hazard Severity Zones determined by CalFire. CalFire severity classes were converted to numerical scores: Moderate (1) = 0.33; High (2) = 0.67; Very High (3) = 1; No Score = 0 (no or low risk).

7. **Geology**. In fractured rock areas, water availability is difficult to monitor and more uncertain for those who rely upon groundwater. This dataset identifies areas located outside of alluvial basins. Wells in fractured rock areas were scored as 1.

8. **Subsidence**. Subsidence occurs when the ground settles or sinks suddenly, which can make groundwater more difficult to access. This dataset evaluates the presence and depth of observed subsidence. Wells were given a 0-1 score by dividing the observed subsidence at each location by the maximum subsidence observed in statewide data.

9. **Over-drafted Basin**. An over-drafted groundwater basin reduces available water supply. This dataset is based on the Sustainable Groundwater Management Act (SGMA) basin prioritization. Wells in over-drafted basins were given a score of 1.

10. **Chronic Declining Water Levels**. Declining levels of groundwater may put wells at higher risk of shortage. This dataset uses data from monitoring wells to identify whether groundwater levels are declining. Wells identified as being in an area with declining water levels were given a score of 1.

11. **Surrounding Land Use**. Land uses with significant amounts of irrigated agriculture could indicate competing demands on groundwater supplies. This dataset identifies the percentage of irrigated agriculture based on land use. This was adapted to work with more specific well locations by using the percentage of irrigated agriculture land within 3,000 feet to generate the score.

12. **Groundwater Water Quality Risk**. Elevated levels of contaminants in groundwater could reduce availability of potable water. This dataset uses the SWRCB's SAFER program assessment of aquifer risk to categorize the potential for water quality problems. The risk percentile ranks from this data were converted to 0-1 scores.

13. **Dry Domestic Well Susceptibility in Basins**. Groundwater trends can be used to predict where wells may go dry in the near future. This dataset is based on information on domestic well locations, well depths, and local groundwater levels. The risk percentile ranks from this data were converted to 0-1 scores.

14. **Domestic Well Density in Fractured Rock Areas**. Fractured rock groundwater areas store far less water than do alluvial basins, and the occurrence of several domestic wells in proximity within a fractured rock area tends to create a higher susceptibility to shortages. This dataset identifies the number of wells within a single PLSS section, roughly 1 square mile. Since more specific well locations were used, this score was based on the number of wells within 3,000 feet of the well identified as being in a fractured rock area. No other wells within 3,000 feet or not in Fractured Rock Area = 0; one other well = 0.5; two other wells = 1.

15. **Reported Household Outages on Domestic Well**. Areas that have already experienced outages before have an increased risk of shortage. This dataset indicates the presence of households that have reported a dry well to the DWR.

Table 3-1: Physical Vulnerabilities

Factor	Weight	Note
Temperature Shift	1	
Saline Intrusion Projected	1	
Wildfire Risk (Projected Climate Change)	1	2022-2023 Water Year was not dry in study area
Previous Water Year	2	
Consecutive Dry Water Year	2	
Wildfire Risk (Current Conditions)	3	
Saline Intrusion (Current)	3	
Geology / Fractured Rock Area	3	
Subsidence	2	

Factor	Weight	Note
Over-drafted Basins	2	Did not apply to groundwater basins in Orange County
Chronic Declining Water Levels	3	Did not apply to groundwater basins in Orange County
Surrounding Land Use	3	
Groundwater Quality Risk	3	
Dry Domestic Well Susceptibility in Basins	5	
Domestic Well Density in Fractured Rock Areas	3	
Reported Household Outages on Domestic Well	5	None reported in Orange County

GIS spatial datasets were collected that mapped each of the physical vulnerabilities listed above. These datasets were then converted to 0-1 scores (if applicable), with the well points then being attributed with the score data. Items were weighted based on their importance in production of a domestic well vulnerability to water shortage. Table 3-1 shows how the weighting factors were applied to each score. For each vulnerability factor, the score was multiplied by the weight, and these weighted scores were added together to achieve the weighted physical vulnerability score.

Table 3-2 shows the count of wells by physical vulnerability level. There are 42 wells classified as being in highly vulnerable areas. These locations are found in the foothills of the northern and southern regions of the County, which are known to have high fire risks and are in fractured rock type aquifers. However, many of these 42 wells are also in locations adjacent to water distribution pipelines, which provide a realistic long-term solution to mitigate these risks.

Table 3-2: Count of Wells by Physical Vulnerability Level

Physical Vulnerability Level	Number of Wells
High	42
Elevated	7
Moderate	4
Low	1
Very Low	5

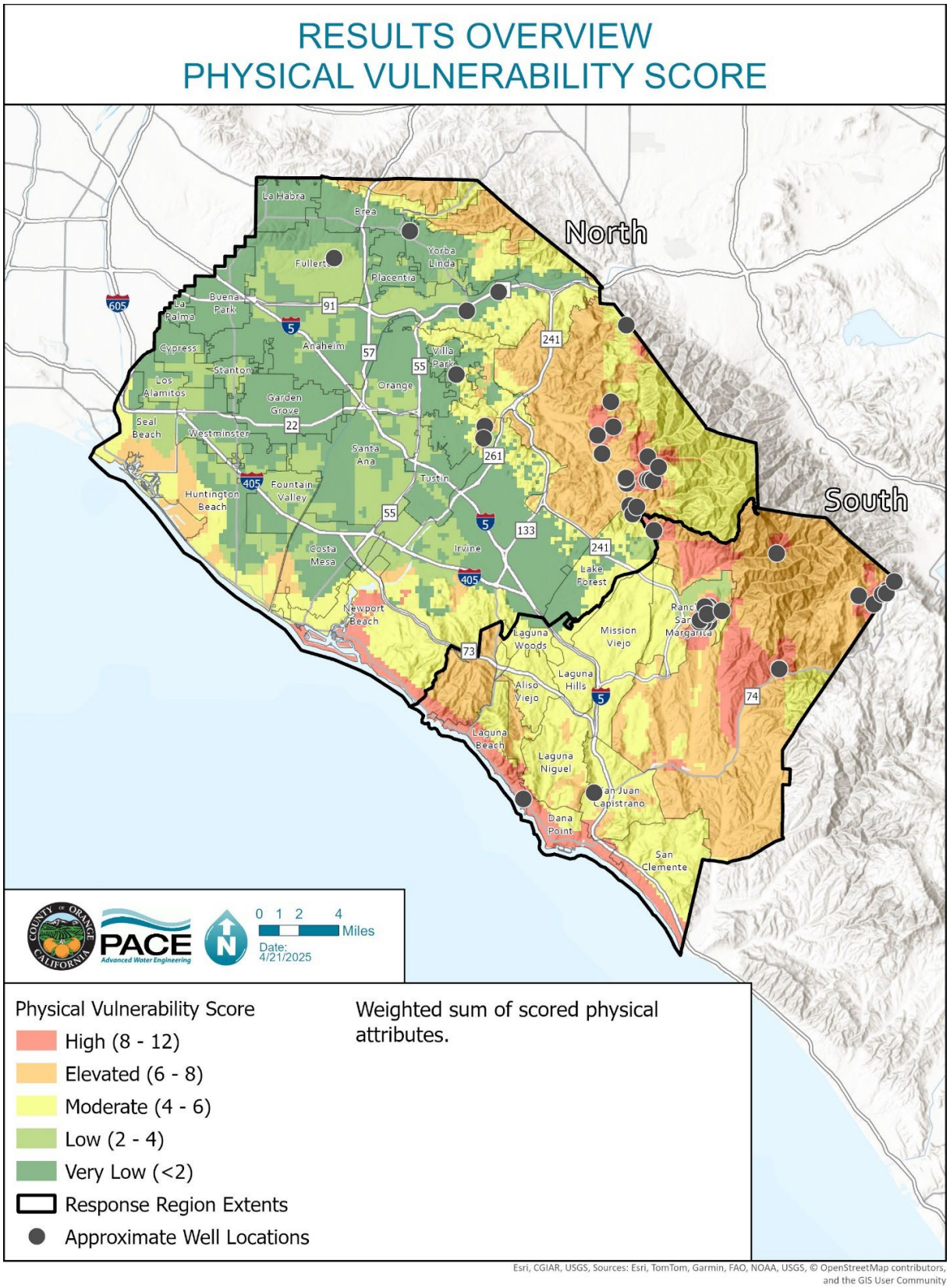


Figure 3-2: Physical Vulnerability Score

3.2.2 Social Vulnerabilities

Social vulnerabilities include the socioeconomic factors that can impact a household's ability to respond to a water shortage event. For example, a water shortage places a financial burden on a person or household due to the expense and time needed to source water. Sourcing water could compete with child or elder care obligations, and older persons affected by a shortage may have trouble physically transporting water.

The social vulnerability datasets provided in the DWR Water Shortage Vulnerability and used in this analysis were sourced from the U.S. Census Bureau's 2022 American Community Survey (ACS) and for this project were analyzed at the census tract level. In this dataset, a housing unit is defined per the U.S. Census Bureau as "a house, an apartment, a mobile home or trailer, a group of rooms, or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters." A household consists of all people who reside in the housing unit.

The following social vulnerability datasets were selected for the County analysis:

1. **Median Household Income**. Divides all household incomes in half, with half of all households earning more and half earning less than that amount.

2. **Per Capita Income**. Total income within the census tract is divided by the total count of the census tract.

3. **Percent Population Living in Poverty**. Percentage of population living under 200% of the 2022 federal poverty level. The specific threshold increases based on household size: for a single-person household the threshold is $27,180 per year, while for a family of four it is $55,500 per year.[2]

4. **Percent Persons 65 Years of Age or Older**. Total count of persons within a census tract of age 65 years or older divided by the total population of the census tract.

5. **Percent Persons 5 Years of Age or Younger**. Total number of persons 5 years of age or younger divided by total persons in the census tract.

6. **Percent Single Parent Households.** Total number of households with either a male or female householder but with no spouse present, divided by total number of households.

7. **Percent Persons with No High School Diploma**. Total number of people over 25 years of age with no high school diploma divided by the total number of persons.

8. **Percent of Population Unemployed**. Total number of civilian population unemployed is divided by the total persons in the census tract.

9. **Percent of Households that Speak English Less than Well.** The number of households with at least one member over 14 that has difficulty with speaking English divided by total households.

10. **Percent Mobile Homes.** Total number of housing units that are mobile or manufactured homes are divided by the total number of homes.

11. **No Vehicle Available**. Total number of households with no vehicles is divided by the total number of households.

12. **Percent Living in Group Quarters.** Total number of people living in a group arrangement that is not a housing unit, where an entity or organization owns or manages the housing and/or services. This may include facilities such as prisons, dormitories, military barracks, and nursing homes. This number is divided by the total number of people in the tract.

[2] https://aspe.hhs.gov/sites/default/files/documents/4b515876c4674466423975826ac57583/Guidelines-2022.pdf.

13. **Percent Renters**. Total number of housing units that are renter-occupied divided by the total number of housing units.

Table 3-3: Social Vulnerabilities

Group	Factor
Socioeconomic Status	Median Household Income
	Per Capita Income
	Percent Population Living in Poverty
Household Composition & Language	Percent Persons 65 Years of Age or Older
	Percent Persons 5 Years of Age or Younger
	Percent Single Parent Households
	Percent Persons with No High School Diploma
	Percent of Population Unemployed
	Percent of Households that Speak English Less than Well
Housing & Transportation	Percent Mobile Homes
	No Vehicle Available
	Percent Living in Group Quarters
	Percent Renters

For each social vulnerability factor, each tract was given a 0-1 score based on its percentile ranking compared to statewide data. In most cases a higher rank resulted in a higher score, though for median household income and per capita income the rankings were inverted. Within each group outlined in Table 3-3, the component scores were totaled, and this group total was converted into a 0-1 percentile score, compared to statewide data. These group scores were combined to calculate the social vulnerability score. Table 3-4 shows the count of wells by social vulnerability level; of the 59 wells, none are within high risk, only one is considered elevated risk, and the rest are moderate or lower.

Table 3-4: Count of Wells by Social Vulnerability Level

Social Vulnerability Level	Number of Wells
High	0
Elevated	1
Moderate	20
Low	18
Very Low	20

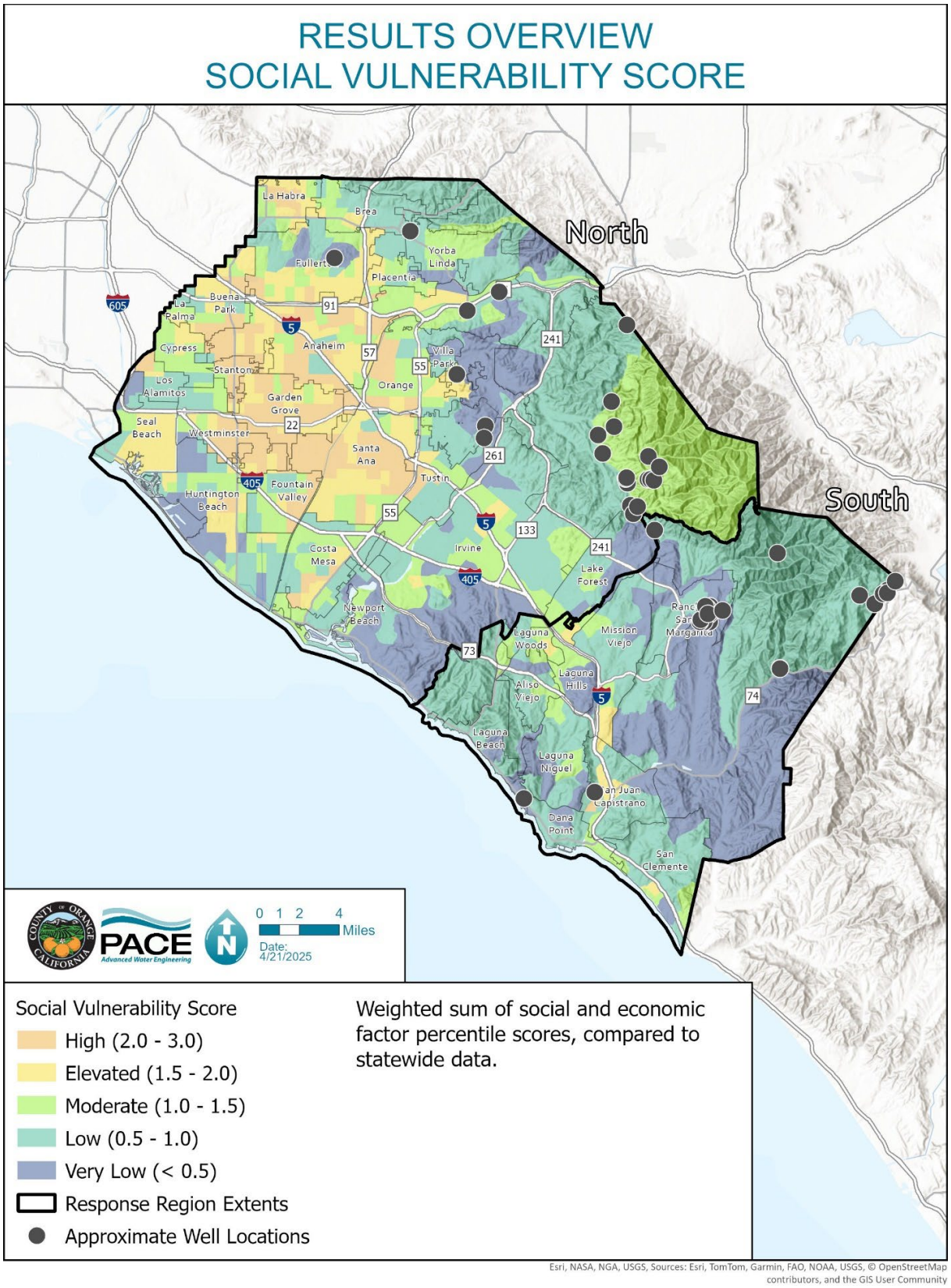


Figure 3-3: Social Vulnerability Score

3.3 Assessment Results

To generate the overall vulnerability score, the physical and social risk scores were combined. The weighted physical scores were converted to a 0-1 score by dividing the score of each well by the highest score in the County. The social vulnerability scores were reclassified by converting them to a 0-1 score by percentile rankings, compared to the statewide vulnerability score range. The reclassified physical and social vulnerability scores were then averaged to obtain the final vulnerability score. The well count by category is broken down in Table 3-5.

No wells in Orange County were determined to have a high overall level of vulnerability, which would include both high physical and high social risk factors. Even though several wells are in high physically vulnerable areas, they do not coincide with locations that have high social vulnerability. Thus, it can be assumed that these areas would have the means to implement short-term solutions that mitigate risk during a shortage event. High social vulnerabilities did not coincide with high physical risks either, meaning these wells are not vulnerable to water shortage.

Table 3-5: Count of Wells by Overall Vulnerability Level

Vulnerability Level	Number of Wells
High	0
Elevated	17
Moderate	25
Low	14
Very Low	3

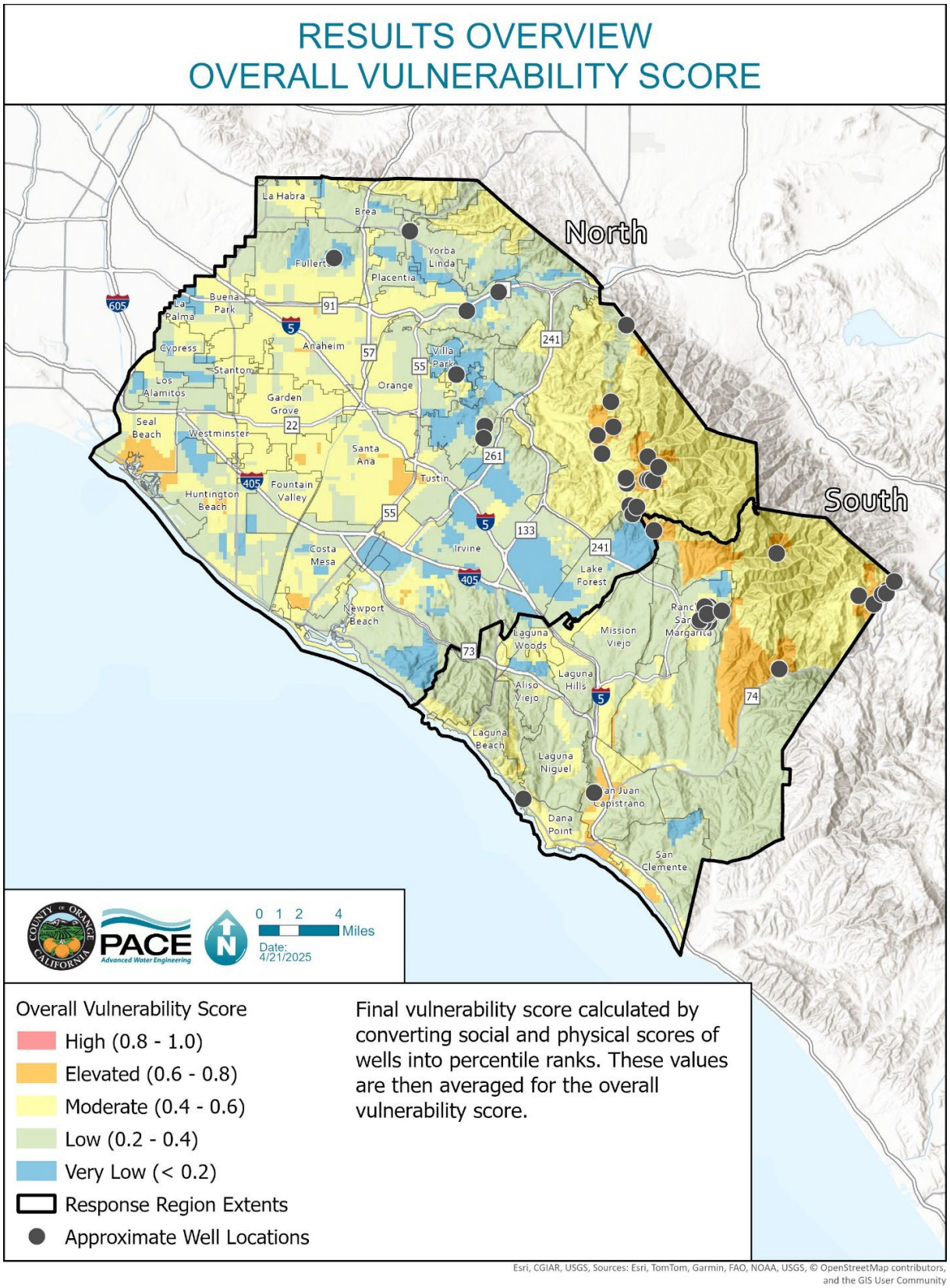


Figure 3-4: Overall Vulnerability Score

3.3.1 North Orange County Region Risks and Potential Impacts

To evaluate the risks of water shortage across the County, the North and South County regions were used with minor adjustments to match water district boundaries. The physical vulnerabilities in the north region are primarily located in the foothills east of Irvine, where a disproportionately large number of domestic wells are present. The coastal region also has some high risks due to sea water intrusion, but fortunately does not have any domestic wells. The primary physical vulnerabilities in the foothills are attributed to a higher fire risk, fractured rock aquifers, and the high density of wells.

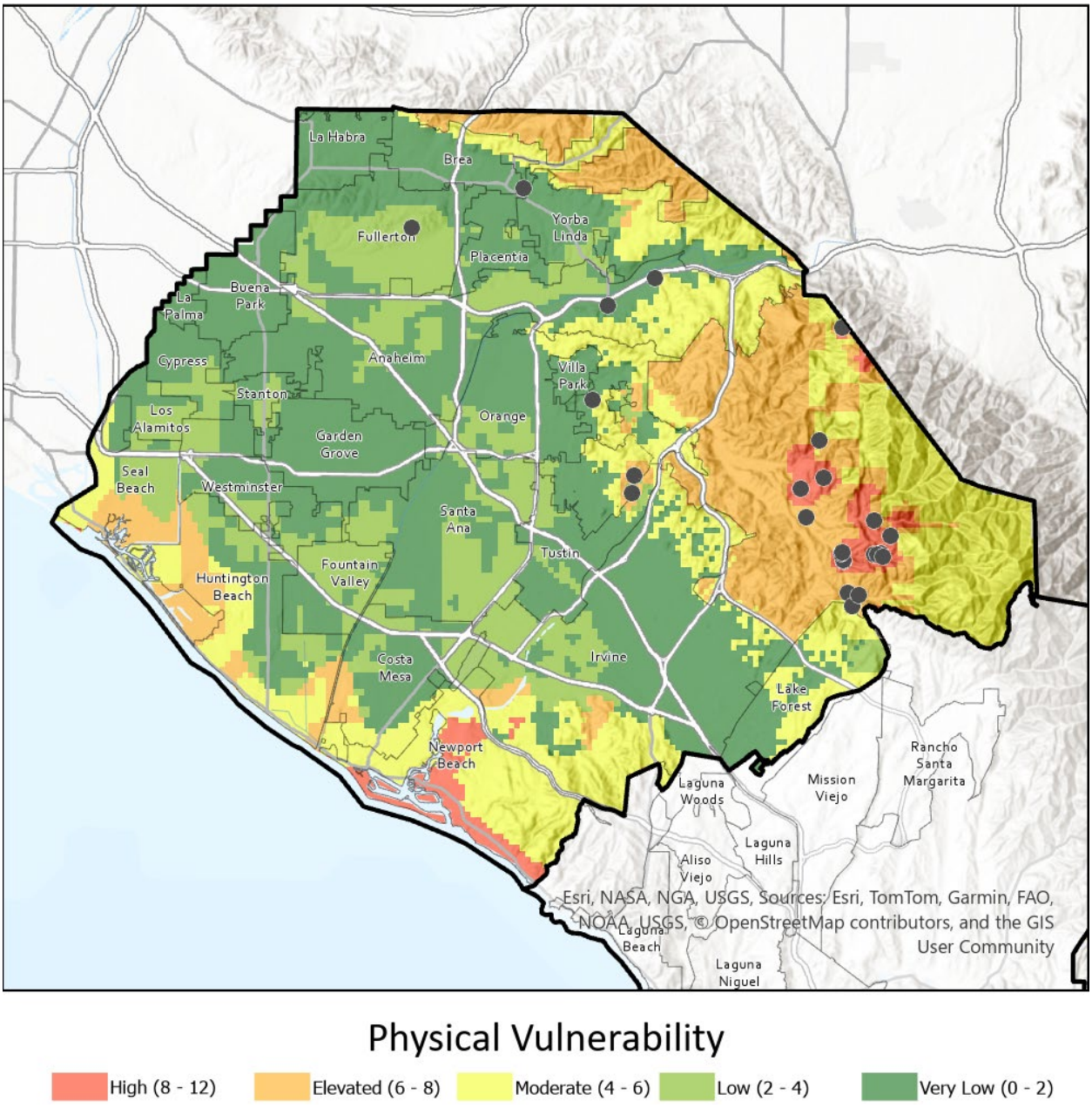


Figure 3-5: North Region Physical Vulnerability Scores

The north region's social vulnerabilities have a geographically inverse relationship with the region's physical vulnerabilities. Locations with social vulnerabilities are found in populated cities, which fortunately have very little reliance on domestic well supply and participate in the robust water distribution systems available throughout these cities. The foothill areas, which contain many of the north region's domestic wells, exhibit a moderate level of social vulnerability, primarily due to the census tracts having a larger aging population and an increased occurrence of group quarters living spaces. These factors are of concern because these populations have limited physical ability to acquire large supplies of potable water in the event of a shortage.

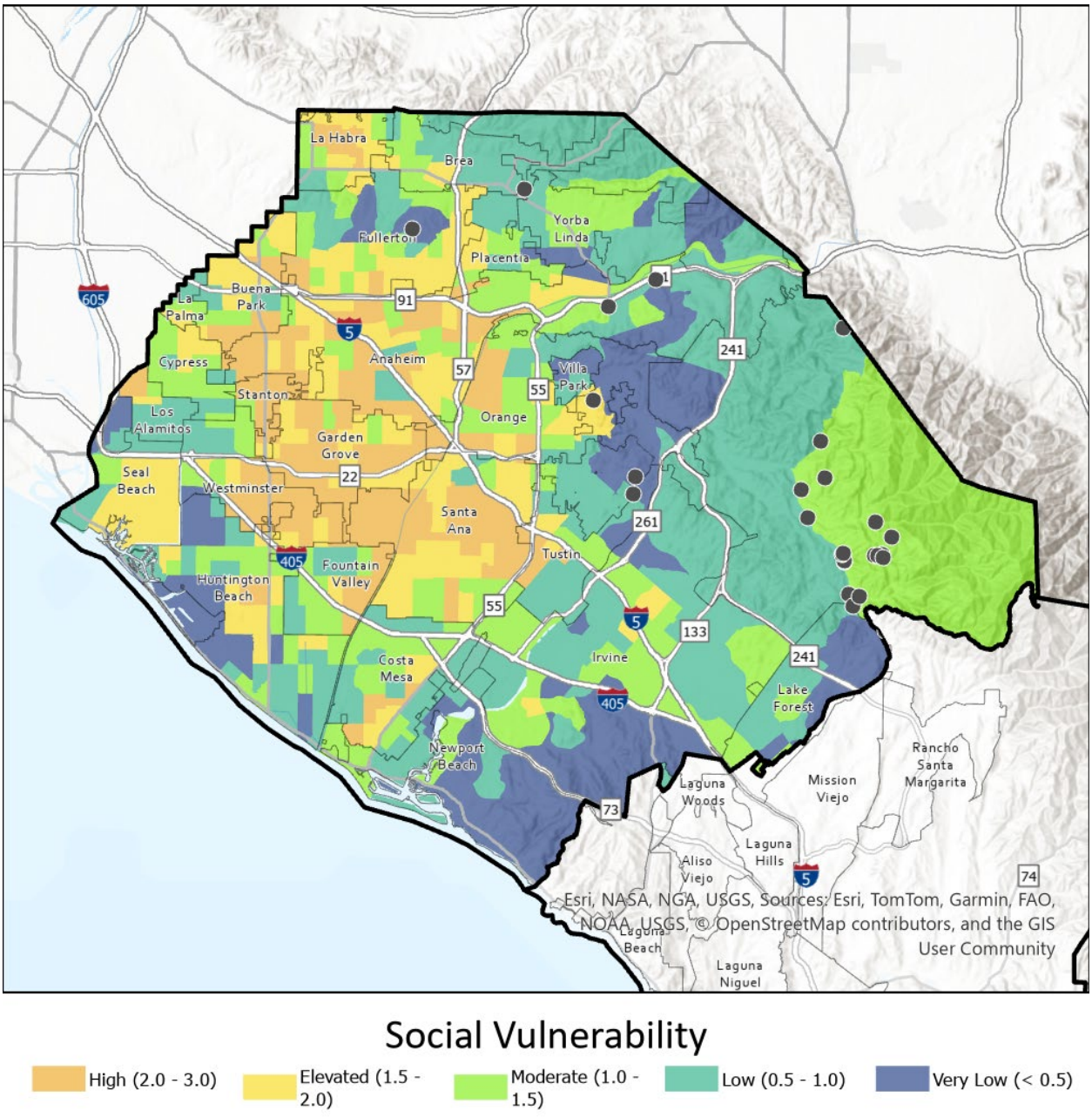


Figure 3-6: North Region Social Vulnerability Scores

The overall vulnerability of the north region is a source of elevated concern in the foothills, where many domestic wells are located. This area has high physical vulnerabilities overlapping with moderate social vulnerability. The remaining domestic wells, west of State Routes 241 and 261, have an overall low vulnerability score.

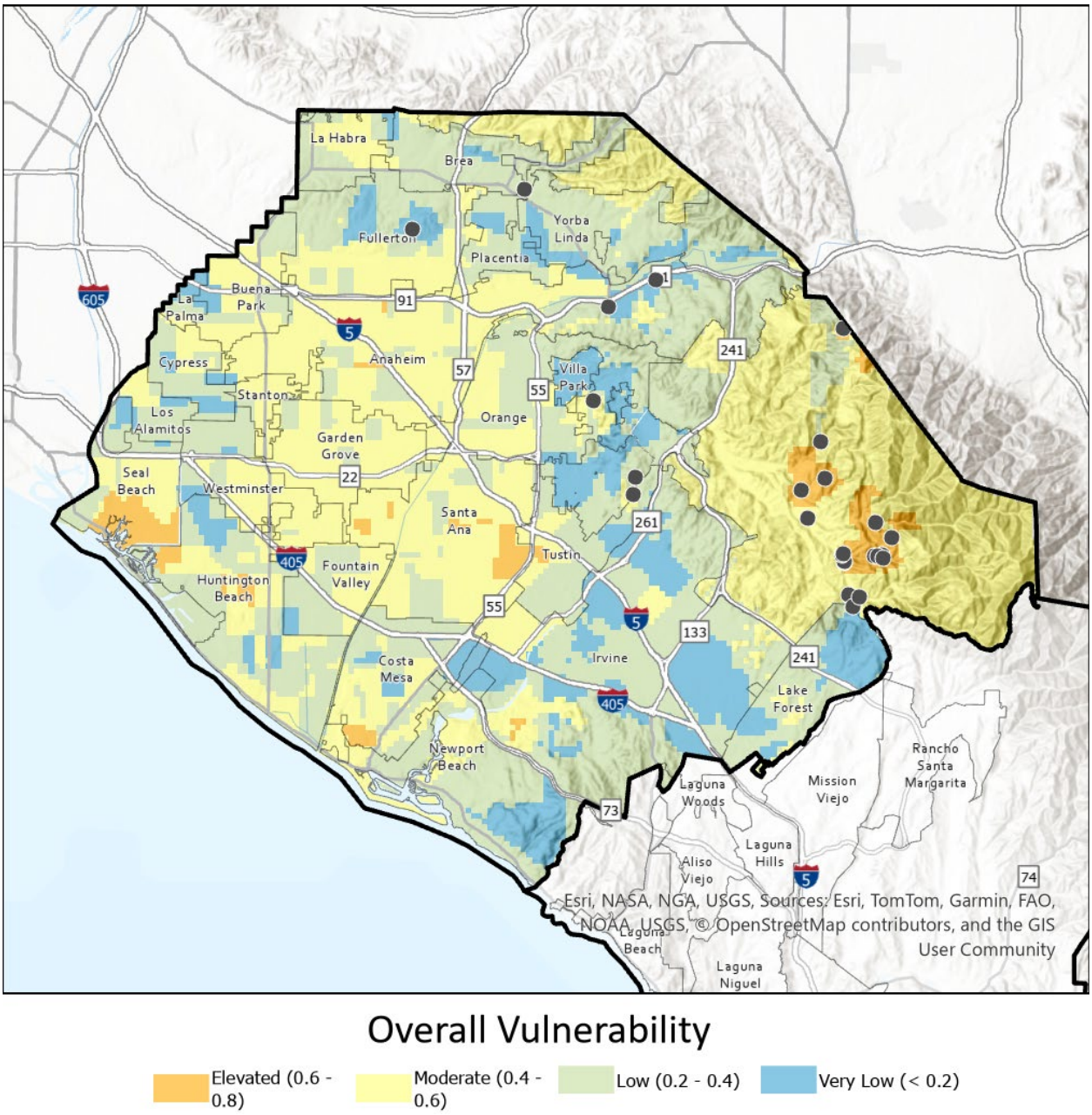


Figure 3-7: North Region Overall Vulnerability Scores

3.3.2 South Orange County Region Risks and Potential Impacts

The South Orange County Region contains several areas with elevated to very high physical vulnerability scores. Much of this region is classified as very high risk from the Fire Hazard Severity Zone by CalFire. Well water quality concerns are a potential vulnerability toward the east and up into the Santa Ana Mountains, while along the coast, high vulnerability scores are due to the presence of saltwater mixing with groundwater. Most of the domestic wells access fractured rock aquifers, which also have a greater risk of issues. Other risks in this region consist of wildfires and other environmental effects that render a well inaccessible or unusable.

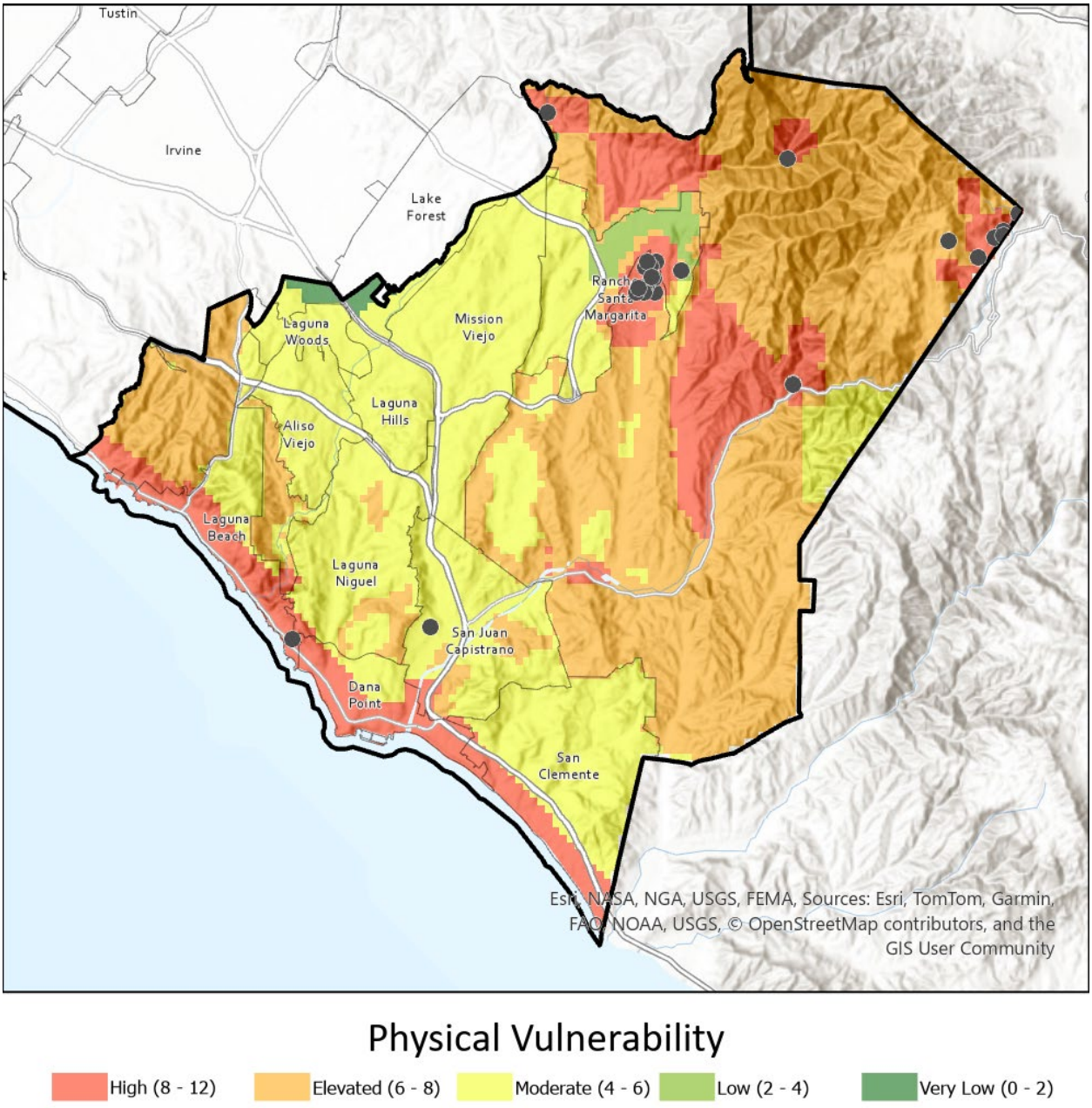


Figure 3-8: South Region Physical Vulnerability Scores

The social vulnerabilities for this region that cover the domestic well areas are mostly classified as low to very low. This suggests these areas most likely have the financial capability and physical means to address water costs and acquisition in the event of a shortage.

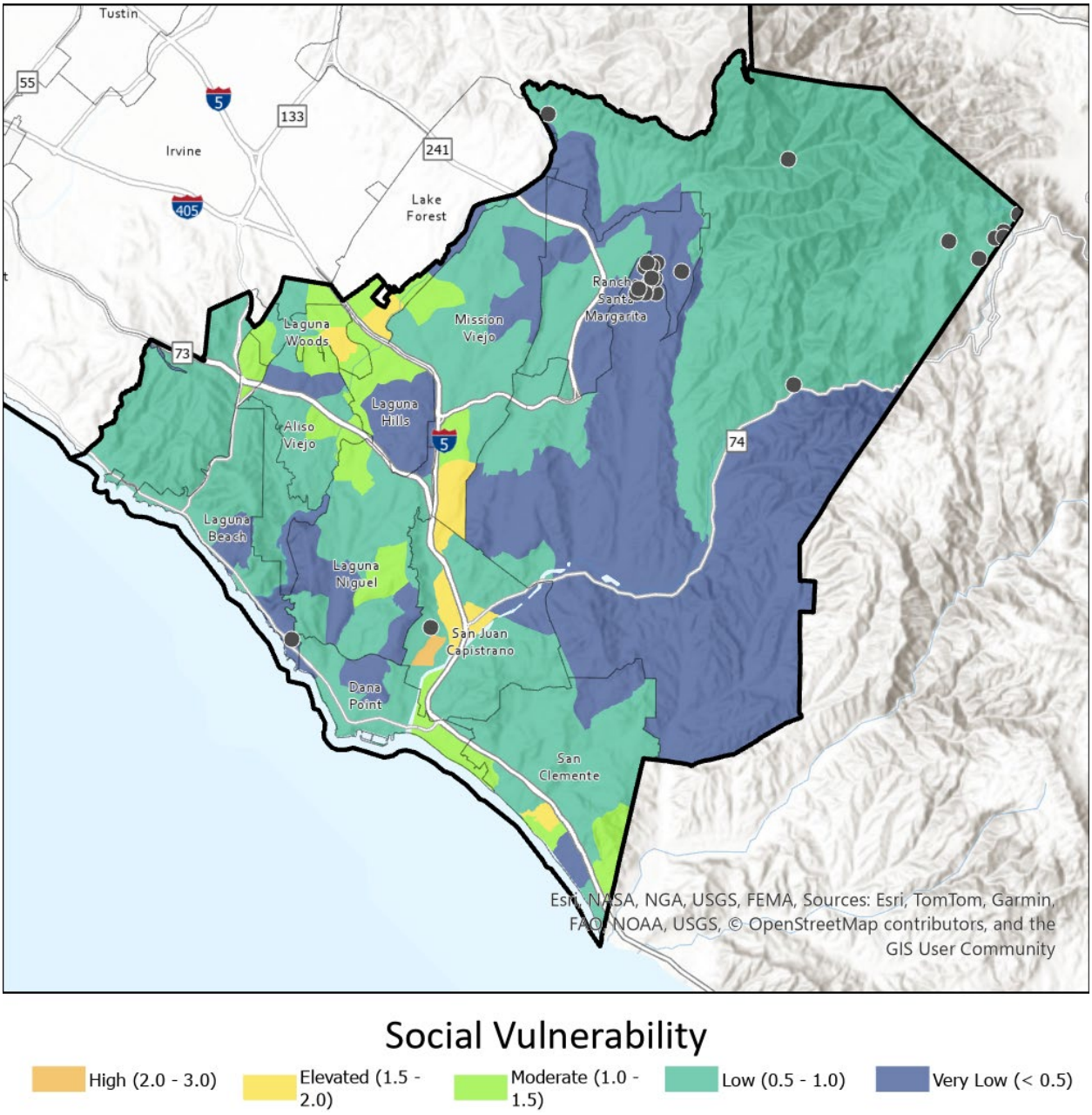


Figure 3-9: South Region Social Vulnerability Scores

Combining the physical and social vulnerabilities in the south region, the resultant overall score shows moderate with some elevated classifications in the areas with domestic wells, primarily due to physical vulnerabilities.

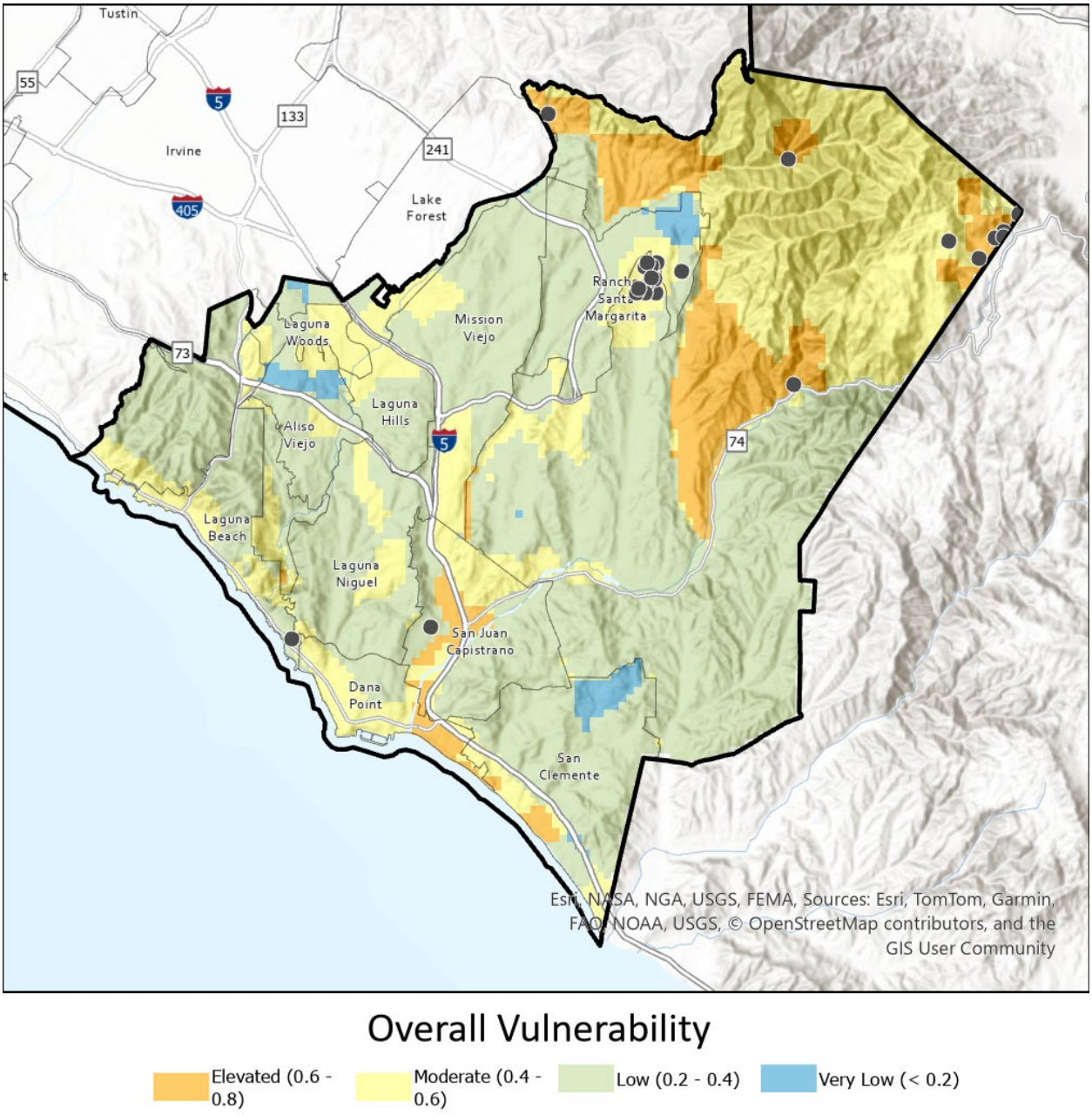


Figure 3-10:South Region Overall Vulnerability Scores

3.3.3 County Capacity

Orange County is a largely urban region serviced by established water retailers, including Irvine Ranch Water District, Santa Margarita Water District, Moulton Niguel Water District, and several others. The County expects that in the event of a water shortage, alternative sources of potable water will be provided by the respective water retailer.

3.4 Identified Data Gaps

While there is a plethora of water quality, groundwater, and census data available for Orange County, it was difficult to ascertain an accurate list of domestic wells that are currently in use. Data on well locations from the California DWR was filtered, double-checked, and supplemented using satellite imagery, information provided by water districts, and other internet resources, but these data sources were sometimes conflicting and difficult to corroborate. Well construction permits were mentioned without indicating whether these wells had since been decommissioned. There is also the possibility that some residences supplied by domestic wells concurrently have service connections for potable water and would not be impacted by the water shortage risks discussed in this DRP.

The data used in this assessment was based on the latest available information at the time of writing this plan. The physical datasets were obtained from a variety of sources with dates ranging from 2015-2022. The socioeconomic data was based on the 2022 American Community Survey, which incorporates a series of projections from the 2020 census and other sources. If an updated assessment is needed in the future, the datasets used in this assessment may need to be updated with more current information.

4 Short-Term Response Actions

Short-term response actions are immediate actions that can be taken in the event of a drought or water shortage to reduce impacts and ensure that affected residents have access to an adequate supply of drinking water. The provision of emergency and interim drinking water solutions may require some advance planning to build relationships and establish contracts and infrastructure.

Best practices for short-term response actions include the following:

- Coordinate with local water providers early
- Leverage existing emergency/response plans
- Develop a distribution plan for emergency and interim drinking water
- Evaluate actions needed to support acquisition and distribution
- Evaluate quantity and locations needed
- Determine preferred distribution method
- Identify and coordinate staging areas
- Identify staff resources and equipment needed
- Monitor the process
- Share clear directions for where/how to get water supplies
- Provide a hotline for residents

4.1 Water Use per Capita

The first step in determining the appropriate responses for a water shortage scenario is to determine how much water should be provided. In general, people typically use between 100 and 150 gallons per capita per day (gpcd) in the United States; however, this includes a significant quantity of water for outdoor irrigation and is highly dependent upon the climate in which a person lives.

For the purposes of this DRP, only indoor water usage is assessed. Table 4-1 provides an example of a person's daily indoor water consumption by determining the potable water flow per fixture multiplied by the daily usage of that fixture.

Table 4-1: Typical Indoor Potable Water Usage

Potable Water Use	Flow per Use	Daily Usage	Gallons per Capita per Day
Toilets	1.3 gal / flush	5.0 flush / day	6.5
Showers	2.0 gal / min	12.0 min / day	24.0
Kitchen Faucets	1.5 gal / min	4.0 min / day	6.0
Bathroom Faucets	1.5 gal / min	2.0 min / day	3.0
Clothes Washer	18.0 gal / load	0.5 loads / day	9.0
Dishwasher	4.3 gal / load	0.3 loads / day	1.3
Indoor Potable Water Usage (gpcd)			**50.0**

Daily indoor usage per person was estimated to be 50 gallons per day (gpd) for regular indoor usage using typical water fixtures for recent construction. Older construction homes typically have less efficient water fixtures. Senate Bill 1157, signed by Governor Gavin Newsom in 2022, reduces indoor water usage to 47 gpcd starting in 2025, and further lowers the indoor water usage to 42 gpcd in 2030. The reductions stated within the regulation will take time to migrate through the water fixtures throughout the County, so this plan tried to accommodate these realities by using 50 gpd.

In an emergency, water consumption could be reduced, depending upon whether water is used strictly for drinking or if non-drinking purposes are also considered (e.g., food preparation and minimal hygiene). An

emergency water supply that would only be used for drinking could plausibly be planned with a value of 1 gpcd (EPA 2011), which coincides with the recommended daily water intake. If the emergency water supply is to be used for food preparation and minimal hygiene, 5 gpcd is a more appropriate planning number.

For the purposes of this report, the daily water use values in Table 4-2 will be used for the three different evaluated scenarios. The long-term daily water usage has been increased from 50 gpcd to 75 gpcd to account for the possibility of older homes in the area having less efficient water fixtures installed.

Table 4-2: Response Category Daily Water Usage

Response Category	Duration	Daily Water Usage (gpcd)
Short Term – Immediate	5–10 Days	1 gpcd
Short Term – Intermediate	1–4 Weeks	5 gpcd
Long Term	Indefinitely	75 gpcd

Domestic wells, as defined by the State, are private wells that can have up to four connections. For this analysis, a conservative approach assumed that each well has the maximum number of connections. Each connection can serve a household of five people [HSC Section 116681(i),California Water Code (CWC) Section 1060951(k)], meaning each well can serve up to 20 people. Table 4-3 estimates the amount of water that will need to be provided for each well under the three response categories.

Table 4-3: Amount of Water Required per Well for Response Categories

Response Category	Short Term – Immediate	Short Term – Intermediate	Long Term
Per Person Water Usage (gpcd)	1 gpcd	5 gpcd	75 gpcd
Max Connections per Well	4		
People per Connection	5		
People per Well	20		
Daily Water Required per Well	20 gpd	100 gpd	1,500 gpd

This plan divides the wells into two regions of Orange County: North and South. Each region has a number of clusters of wells. Figure 4-1 shows the locations and quantity of the clusters of wells. Table 4-4 calculates the amount of water needed for each response category for each cluster of wells.

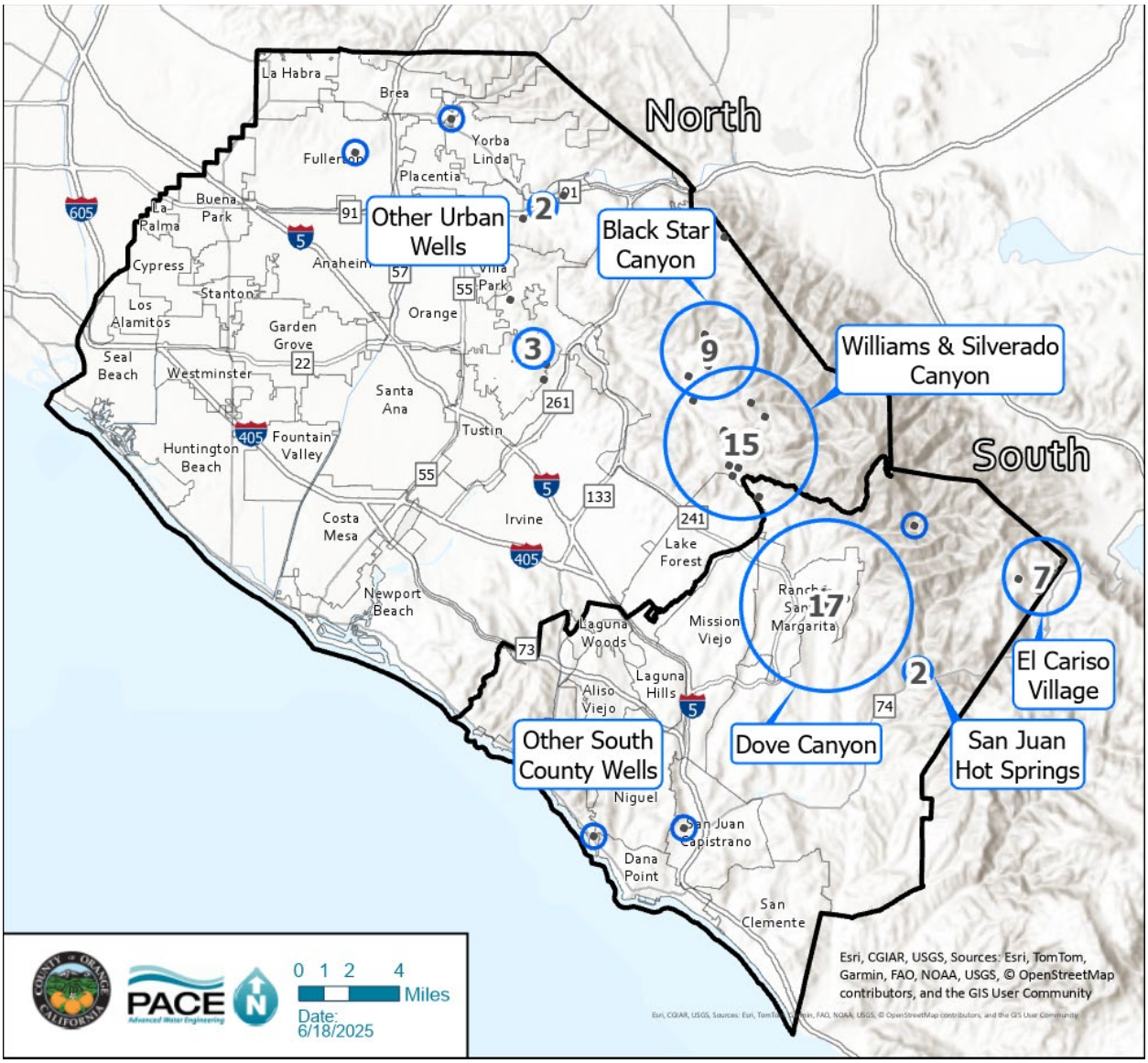


Figure 4-1: Well Clusters Locations and Quantities

Table 4-4: Daily Water Required per Well Cluster for Each Response Category

Well Cluster	# of Wells	Short Term – Immediate (gpd)	Short Term – Intermediate (gpd)	Long Term (gpd)
Black Star Canyon	9	180	900	13,500
Williams and Silverado Canyons	15	300	1,500	22,500
Dove Canyon	17	340	1,700	25,500
San Juan Springs	2	40	200	3,000
El Cariso Village	7	140	700	10,500
Other South County Wells	2	40	200	3,000
Other Urban Wells	7	140	700	10,500

4.2 Immediate Short-Term Response

The immediate short-term response comprises actions to be taken to provide enough water for each resident to have 1 gallon per day of water for drinking purposes. The intent of the immediate response is to provide this volume of water for approximately 1 week while local municipalities set up longer lasting plans.

4.2.1 North Orange County Region – Foothill Well Cluster

The Foothill Well Cluster in the North Region is home to many of the domestic wells in the County. The wells in this area have been assessed as elevated and moderate vulnerability levels; see Figure 4-2. The risks in this region are the higher fire risk, water quality and quantity concerns with fractured aquifers, density of the wells, and higher-than-average senior living and an aging population within the census tracts. The area's potable water distribution is provided by IRWD using established infrastructure, including distribution lines and water tanks throughout this area.

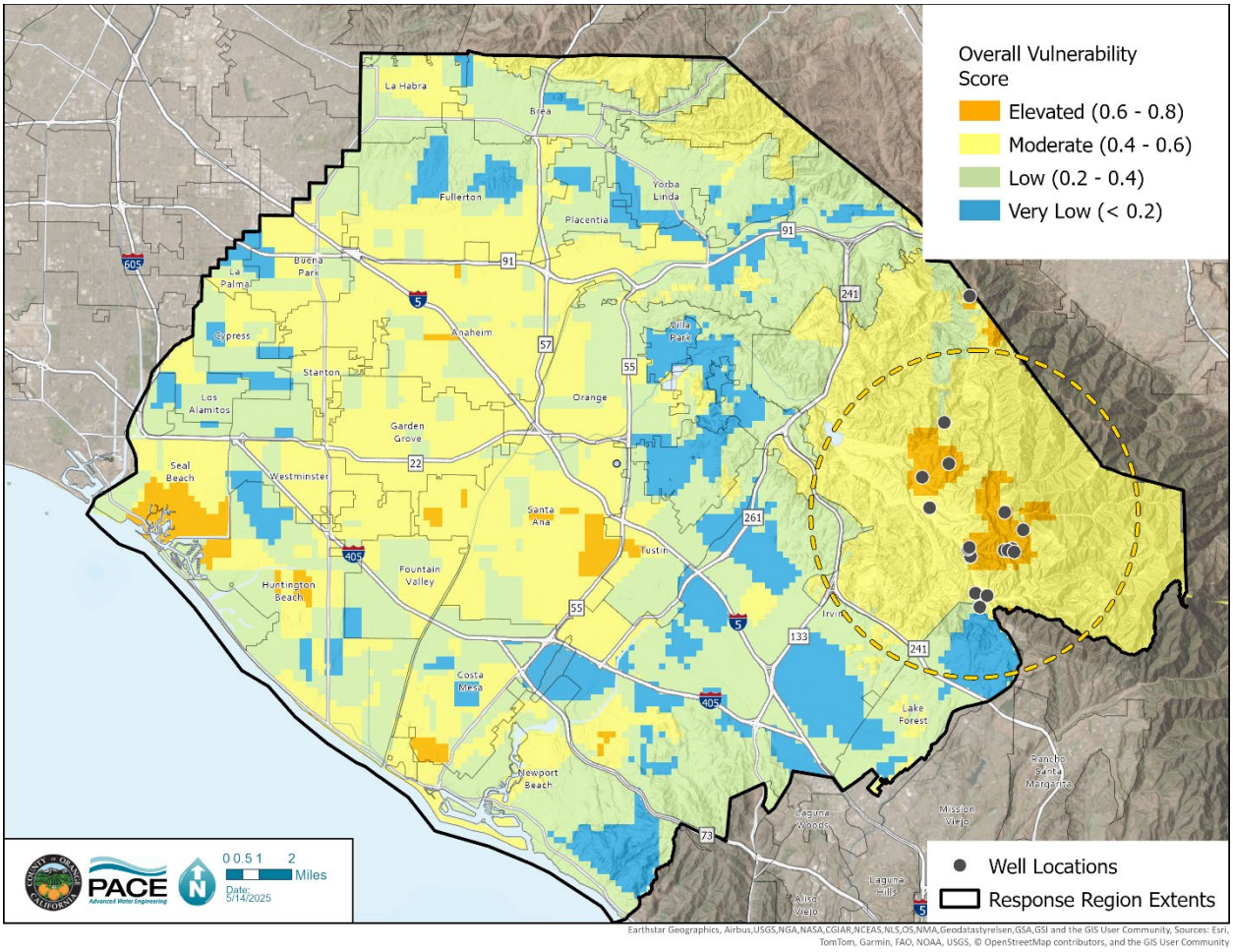


Figure 4-2: North Orange County Region – North Foothill Well Cluster

Owners of domestic wells should have their wells tested annually and report any major changes to the well's water quality or performance to their local water district. Residents should prepare for water shortage by having a week's supply of water readily available. Use 1 gallon per day per person as a guide for estimating the household's needs. Additionally, it is suggested to keep water truck company contact information available, a list is provided of water haulers current at the time of this report.

Planning for water shortage in the northern foothill region should begin with ensuring residents address their immediate safety, and all residents should find safe havens if natural disasters have caused the water shortage. Once public safety is addressed, it is understood that locations reliant on domestic water supply in this region could have limited mobility, so trucked water deliveries might best serve this cluster of wells.

Water providers can organize distribution at locations identified on Figure 4-2, showing potential staging centers in the area. These staging areas were identified by using a 5-mile radius from the mean center of the well cluster. Staging locations were selected that had large enough parking facilities for a staging center and appropriate land use, such as commercial centers, high schools, city facilities, and other large parking areas. The staging locations for the foothill well cluster are as follows:

- St. Michaels Abbey
- Library of the Canyons
- Irvine Lake Parking Area

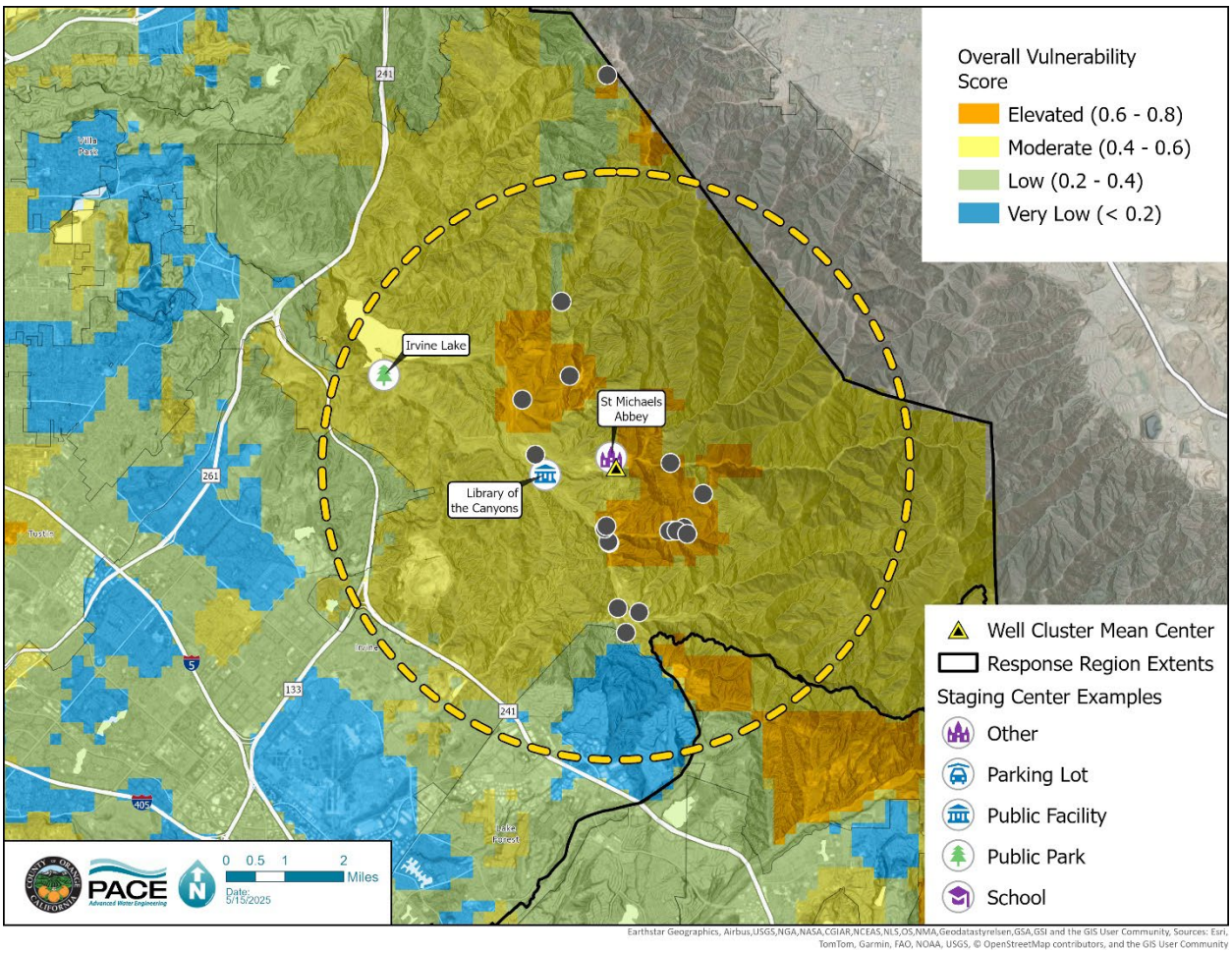


Figure 4-3: North Orange County Region – Foothill Well Cluster Response Area

The population in this area has a higher proportion of elderly and group quarters living, where residents may have difficulty reaching distribution centers. Residents or owners should consider placing temporary tanks onsite, and water haulers can fill the tank for individual resident use. These tanks will be temporary until a long-term solution is decided by the resident or owner. Residents can use the list of water haulers at the end of this chapter to help provide water in the event of water shortage.

4.2.2 North Region – East Well Cluster

The East Well Cluster in the North Region is centered at Villa Park and has domestic wells within the cities of Orange, Anaheim, and Tustin, as shown in Figure 4-4. The overall vulnerability levels of the wells are considered low and very low, and it is assumed residents have the physical and financial ability to acquire water on a temporary basis in the event of a shortage. There is an extensive water distribution system in this area with many wells adjacent to water lines. The distribution system is managed by three water districts: City of Anaheim, City of Orange, and Golden State Water Company. These wells intersect the groundwater basin actively being managed by OCWD. Hazards in this area would consist of a long-term devastating drought that would impact OCWD's management of the groundwater basin levels.

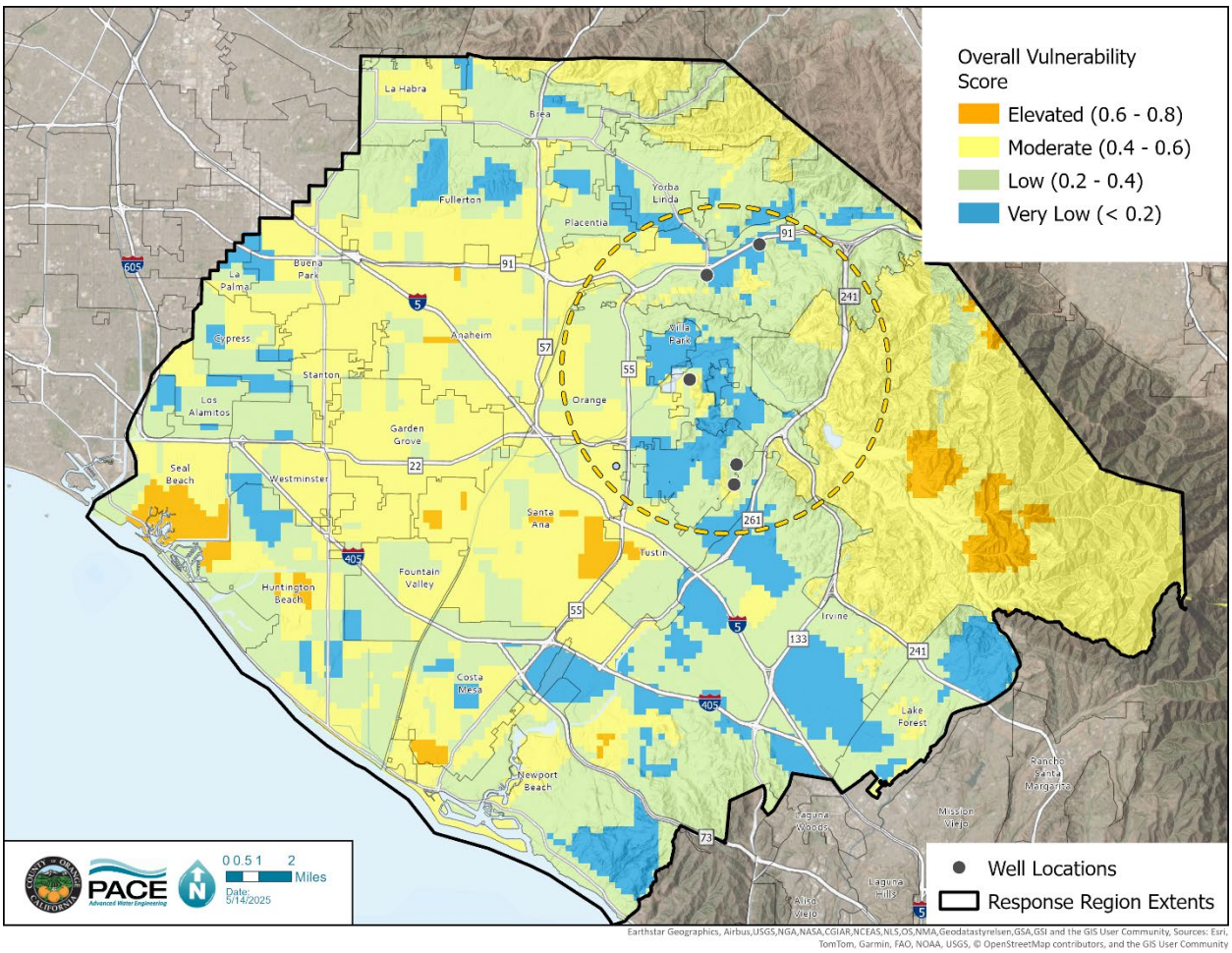


Figure 4-4: North Orange County Region – East Well Cluster

Owners of domestic wells should have their wells tested annually and report any major changes to the well's water quality or performance to their local water district. Residents should prepare for water shortage by having a week's supply of water readily available. Use 1 gallon per day per person as a guide for estimating the household's needs. Additionally, domestic well users should know where local water is available for purchase, such as large retail water dispensing machines and large bulk supply stores.

If a natural disaster has caused water shortage in this area, safety and shelter should be the number one immediate goal for residents.

This East Well Cluster has an extensive local distribution system surrounding the domestic wells, and connections to the distribution system should be considered a long-term goal. Domestic well owners should contact the local water provider to inquire about the potential for connecting to the distribution system.

Three staging areas have been identified that local water retailers could use for water distribution in cases where wells are experiencing a water shortage. These areas are located within the 5-mile mean-center analysis of the well cluster and have appropriate space for staging. The staging locations for this well cluster are as follows:

- Santiago Canyon College
- El Modena High School
- The Village at Orange

The staging locations will need coordination with the County, a water retailer, and the staging site owner for organization and cooperation.

Residents can use the list of water haulers at the end of this chapter to help provide water in the event of water shortage.

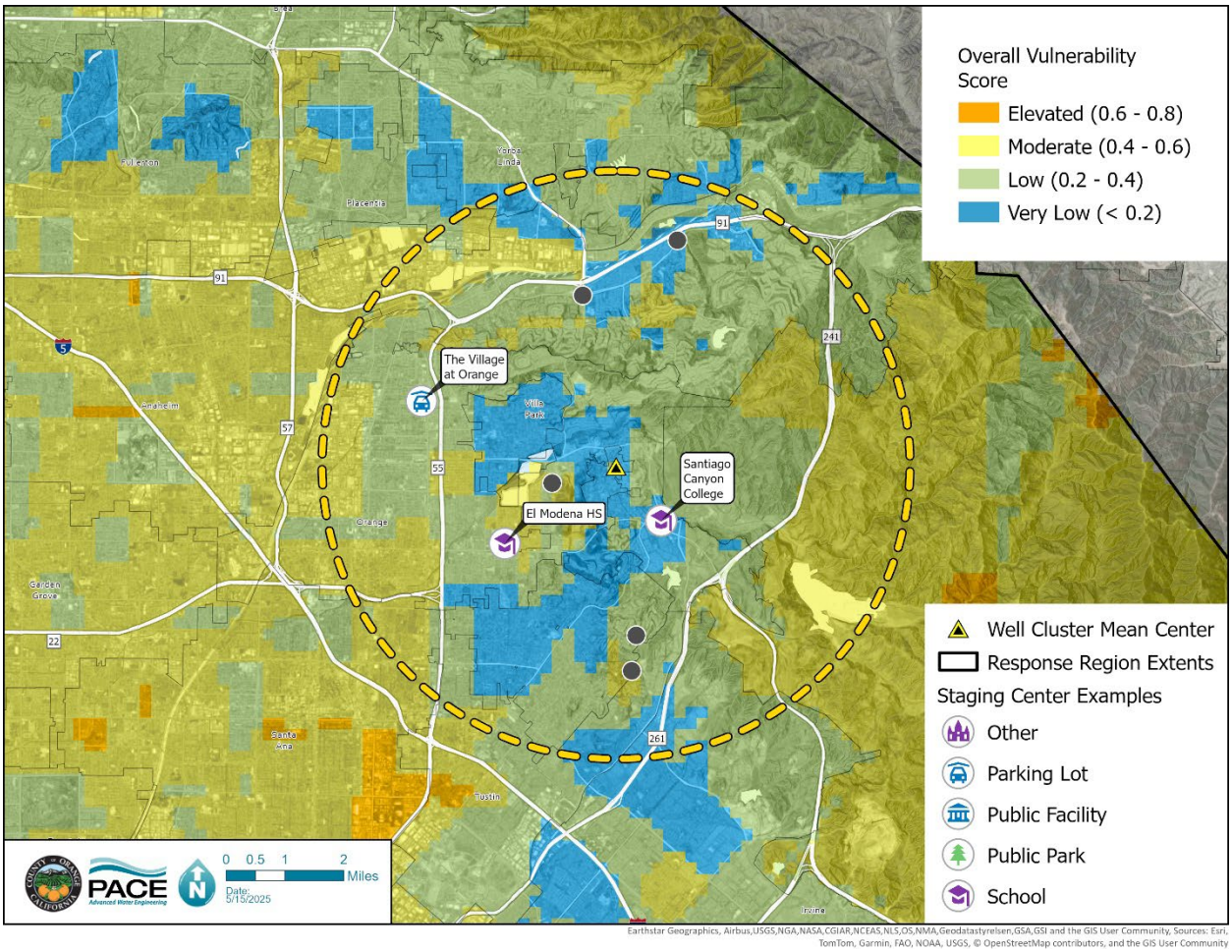


Figure 4-5: North Orange County Region – East Well Cluster Response Area

4.2.3 North Region – Northeast Well Cluster

The Northeast Well Cluster in the North Region is centered near Placentia, and the two domestic wells are found in the cities of Fullerton and Yorba Linda. The overall vulnerability levels of the two wells in this cluster

are assessed as low and very low, and it is assumed the domestic well owners have the physical and financial ability to acquire temporary water supply in the event of a shortage.

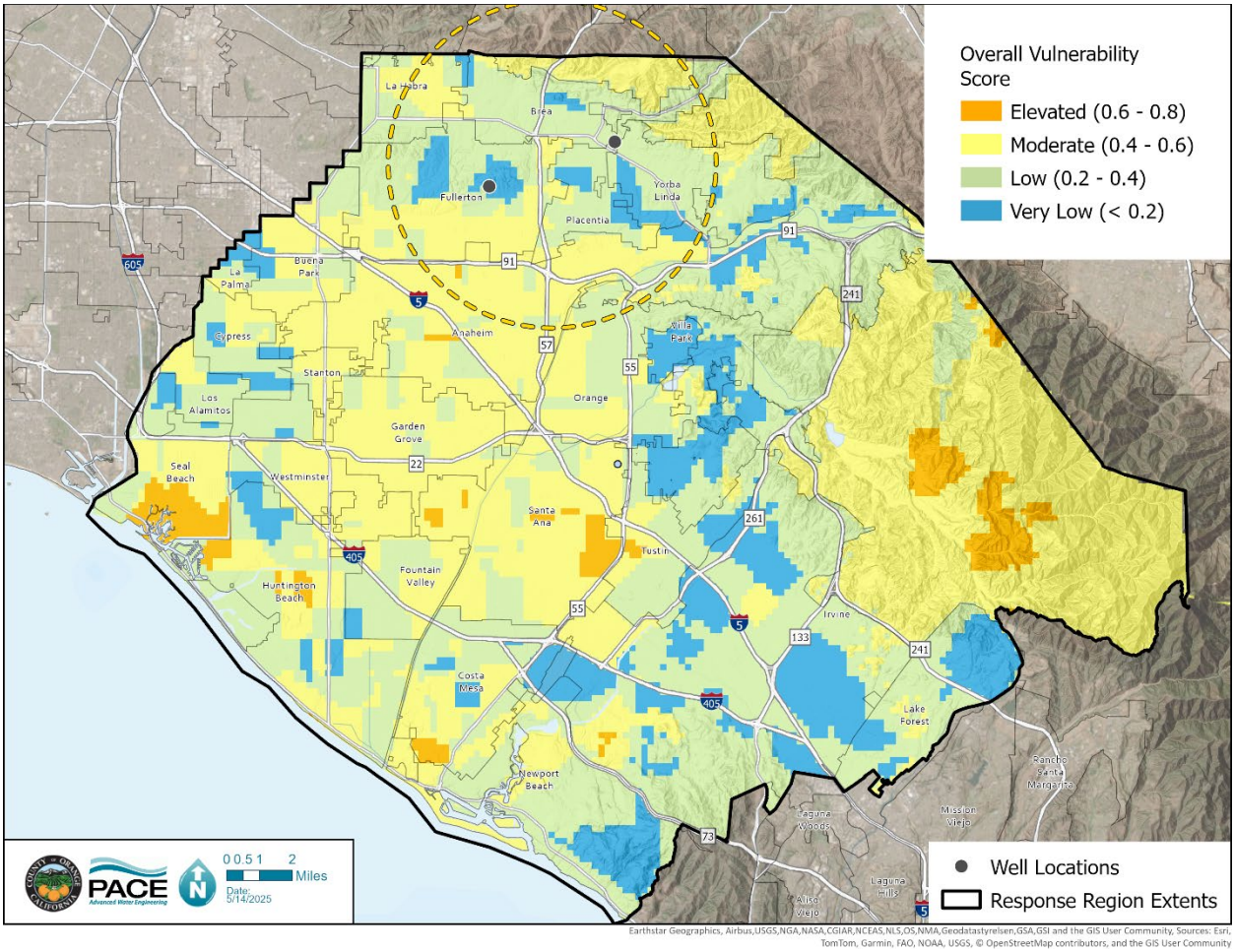


Figure 4-6: North Orange County Region – Northeastern Well Cluster

Like the East Well Cluster, there is an extensive water distribution system adjacent to the domestic well locations. The distribution system is managed by two water districts: the City of Fullerton and Yorba Linda Water District. OCWD manages the groundwater basin. Hazards in this area would consist of long-term devastating drought conditions that would impact OCWD's management of the groundwater basin levels, which is considered a very low threat.

Owners of domestic wells should have their wells tested annually and report any major changes to the well's water quality or performance to their local water district. Residents should prepare for water shortage by having a week's supply of water readily available. Use 1 gallon per day per person as a guide for estimating the household's immediate emergency needs. Additionally, domestic well users should know where local water is available for purchase such as large retail water dispensing machines, and large bulk supply stores to acquire water for the short-term.

If a natural disaster has caused a water shortage in this area, safety and shelter should be the number one immediate goal for residents.
This northeastern well cluster has an extensive local distribution system surrounding the domestic wells, and connections to the distribution system should be considered a long-term goal. Domestic well owners should contact the local water provider to inquire about the potential for connecting to the distribution system.

In a case where emergency water is needed by both domestic well owners and a single water staging center is needed, Brookhaven Elementary School, shown in Figure 4-7, is near equal distance to each well.

Residents can use the list of water haulers at the end of this chapter to help provide water in the event of water shortage.

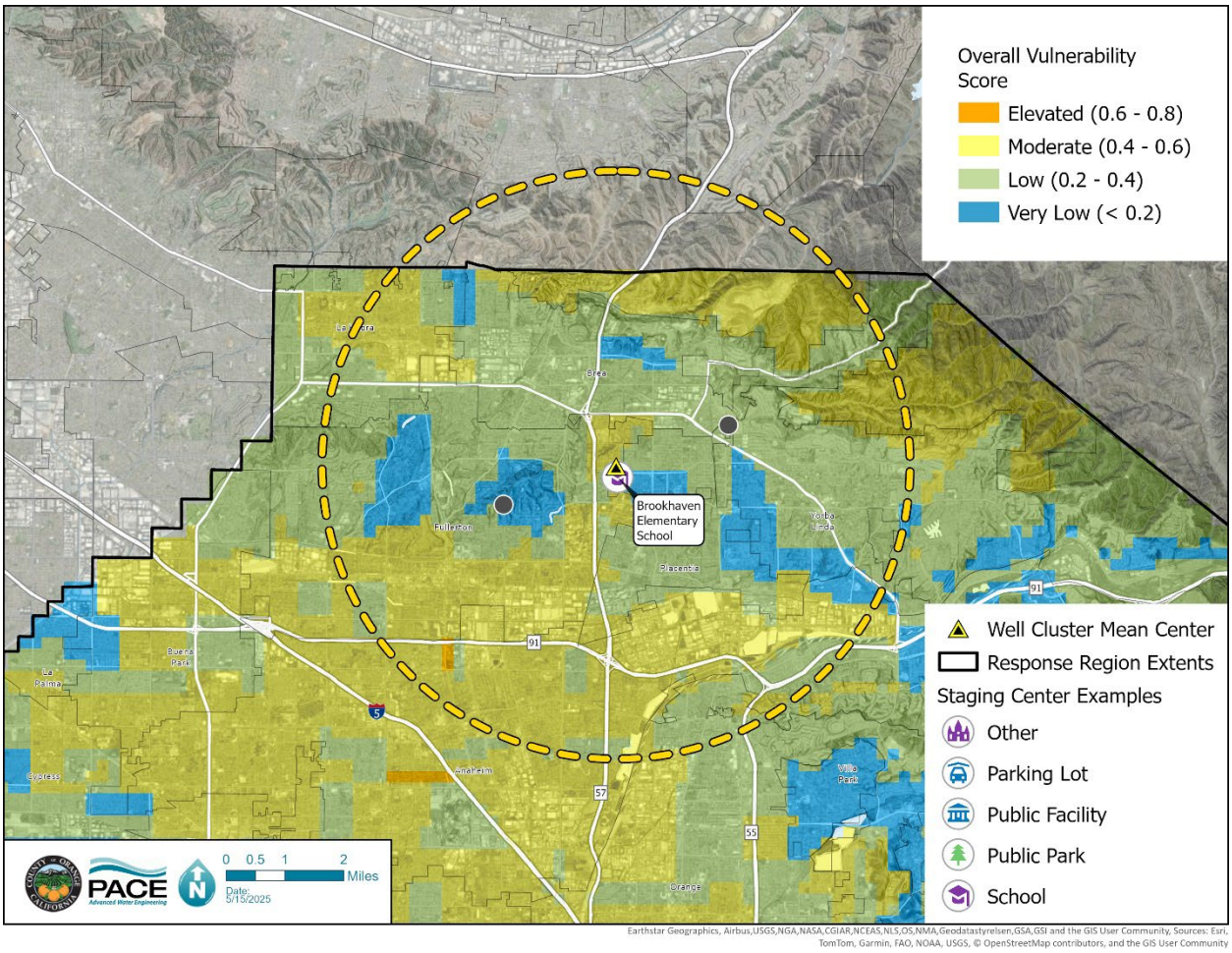


Figure 4-7: North Orange County Region – Northeastern Well Cluster Response Area

4.2.4 South Region – South Foothills Well Cluster

The south region was evaluated at three different cluster areas: south foothills, east foothills, and south coastal. The south foothills well cluster is within a high fire risk area so access could be of concern. The domestic wells fall within the moderate and elevated vulnerability zones. The social vulnerabilities are low to very low; it is assumed residents have the financial and physical ability to acquire retail water but are in a highly vulnerable location due to wildfire risk.

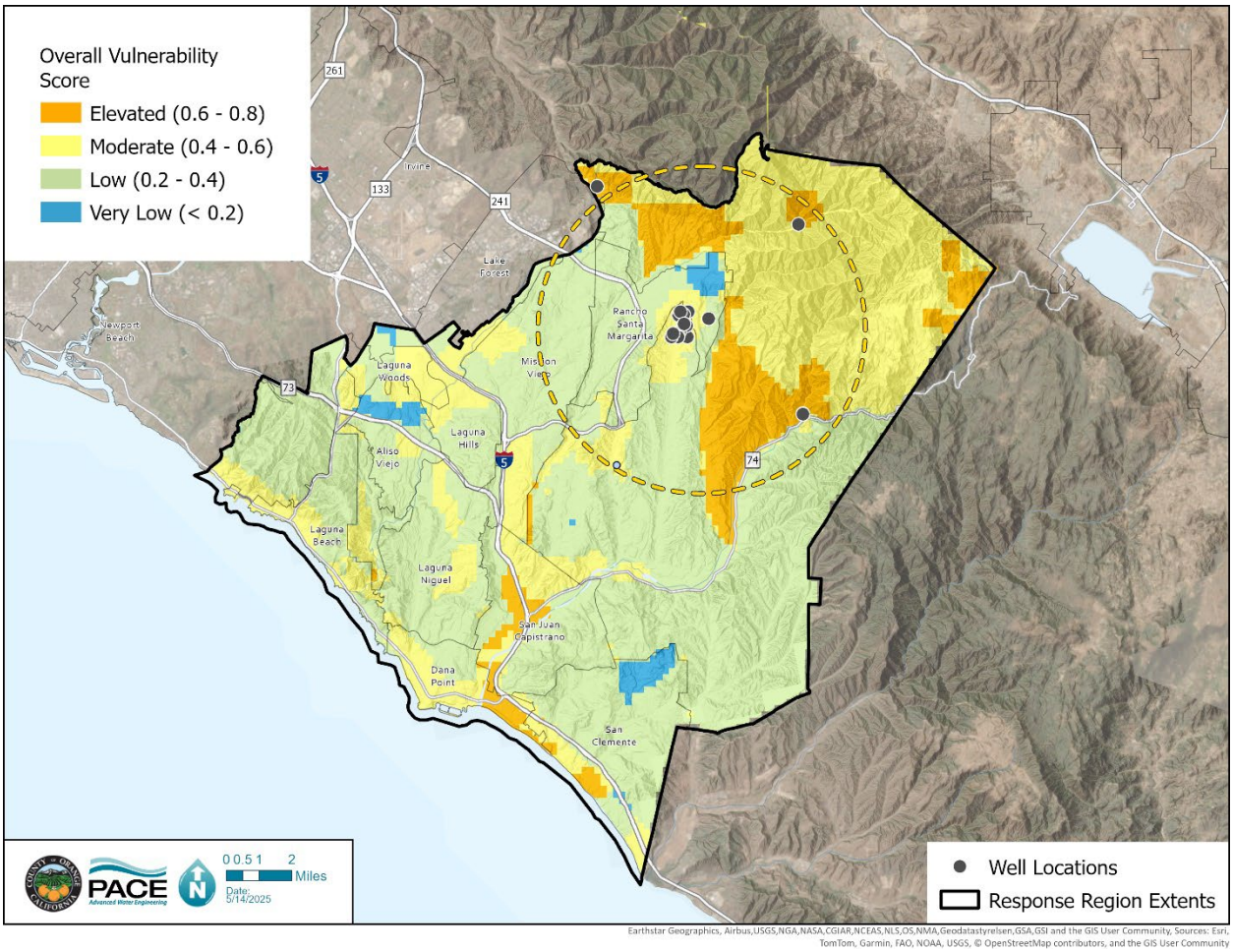


Figure 4-8: South Orange County Region – South Foothills Well Cluster

Owners of domestic wells should have their wells tested annually and report any major changes to the well's water quality or performance to their local water district. Residents should prepare for water shortage by having a week's supply of water readily available. Use 1 gallon per day per person as a guide for estimating the household's needs. Additionally, domestic well users should know where local water is available for purchase such as large retail water dispensing machines, and large bulk supply stores to acquire water for the short-term.

Planning for this region should first address immediate public safety, stressing to residents to find shelter if a natural disaster has occurred. Water shortage planning should keep in mind the high physical risk in this area. Residents in this region are likely to have the means to acquire water at local retailers or water purveyors in the short term, provided access is available.

In locations where water distribution lines are adjacent to the domestic well owners, the residents should inquire about the possibility of connecting to the water distribution system.

Four locations have been identified within the 5-mile mean center area as possible staging locations should more than one well owner need emergency water or should access to reach homes be limited during a water shortage event. These locations are as follows and are shown in Figure 4-9:

- Rancho Santa Margarita City Hall
- Santa Margarita Catholic High School
- Trabuco Canyon Water District Office
- US Forest Service Fire Station (Domestic well on Highway 74)

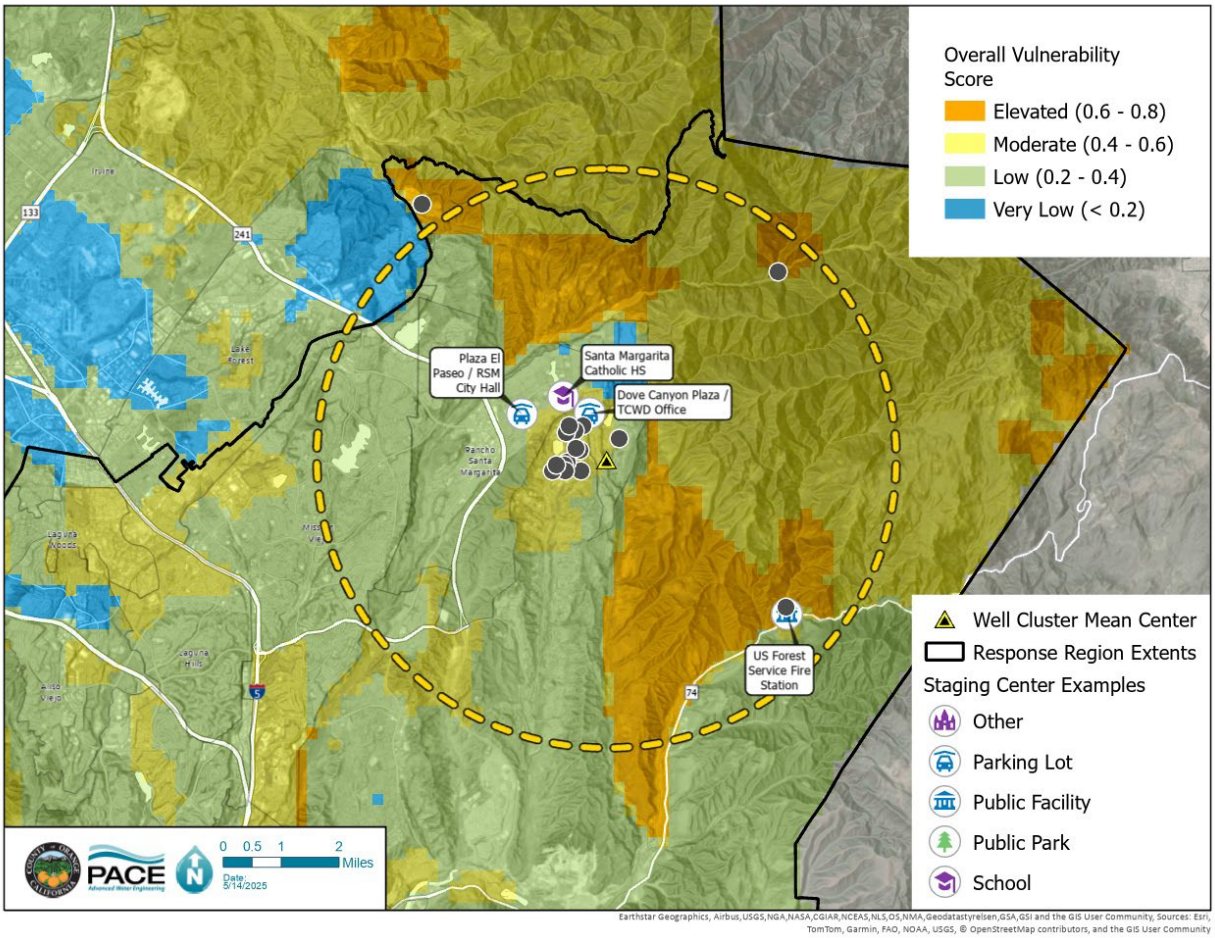


Figure 4-9: South Orange County Region – South Foothills Well Cluster Response Area

Residents can use the list of water haulers at the end of this chapter to help provide water in the event of water shortage. Short-term solutions for distant wells may require temporary storage tanks to be filled by water haulers on a routine basis.

4.2.5 South Region – East Foothills Well Cluster

The east foothills well cluster, shown on Figure 4-10, is within an unincorporated County area known as El Cariso Village. There is one major thoroughfare, Ortega Highway (Hwy 74), that connects the area to Orange County and Riverside County. This area is on the east side of the Cleveland National Forest, and water distribution is managed by Elsinore Valley Municipal Water District (EVMWD) of Riverside County. The area has a high fire risk so access could be of concern. The domestic wells fall within mostly elevated and moderate overall vulnerability zones due to the high wildfire risk and fractured aquifers. The social vulnerabilities are low, and it is assumed residents here have the financial and physical ability to acquire retail water if access is available.

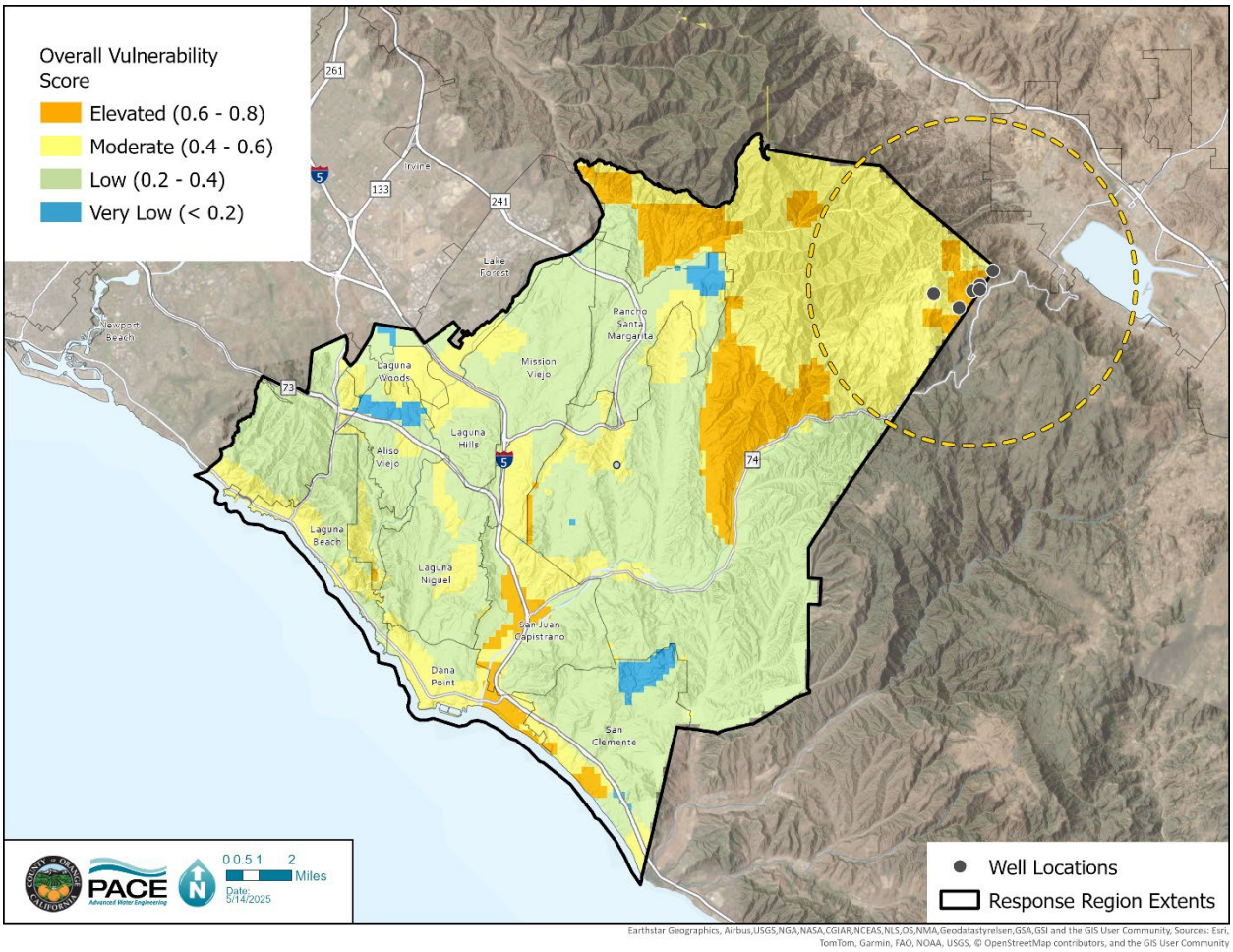


Figure 4-10: South Orange County Region – East Foothills Well Cluster

Owners of domestic wells should have their wells tested annually and report any major changes to the well's water quality or performance to their local water district. Residents should prepare for water shortage by having a week's supply of water readily available. Use 1 gallon per day per person as a guide for estimating the household's needs. Additionally, domestic well users should know where local water is available for purchase such as large retail water dispensing machines, and large bulk supply stores to acquire water for the short-term.

Planning for this region should first address immediate public safety, stressing to residents to find shelter if a natural disaster has occurred. Water shortage planning should keep in mind the high physical risk in this area. Residents in this region are likely to have the means to acquire water at local retailers or water purveyors in the short term, provided access is available.

Short-term solutions may require temporary storage tanks to be filled by water haulers on a routine basis. Due to its proximity to Lake Elsinore, water purchases should be sourced from the Lake Elsinore area and other Riverside County locations. If needed, the Riverside Fire Station could serve as a staging location, as shown in Figure 4-11.

Residents are encouraged to use the list of water haulers to coordinate water supply needs in the event of a water shortage.

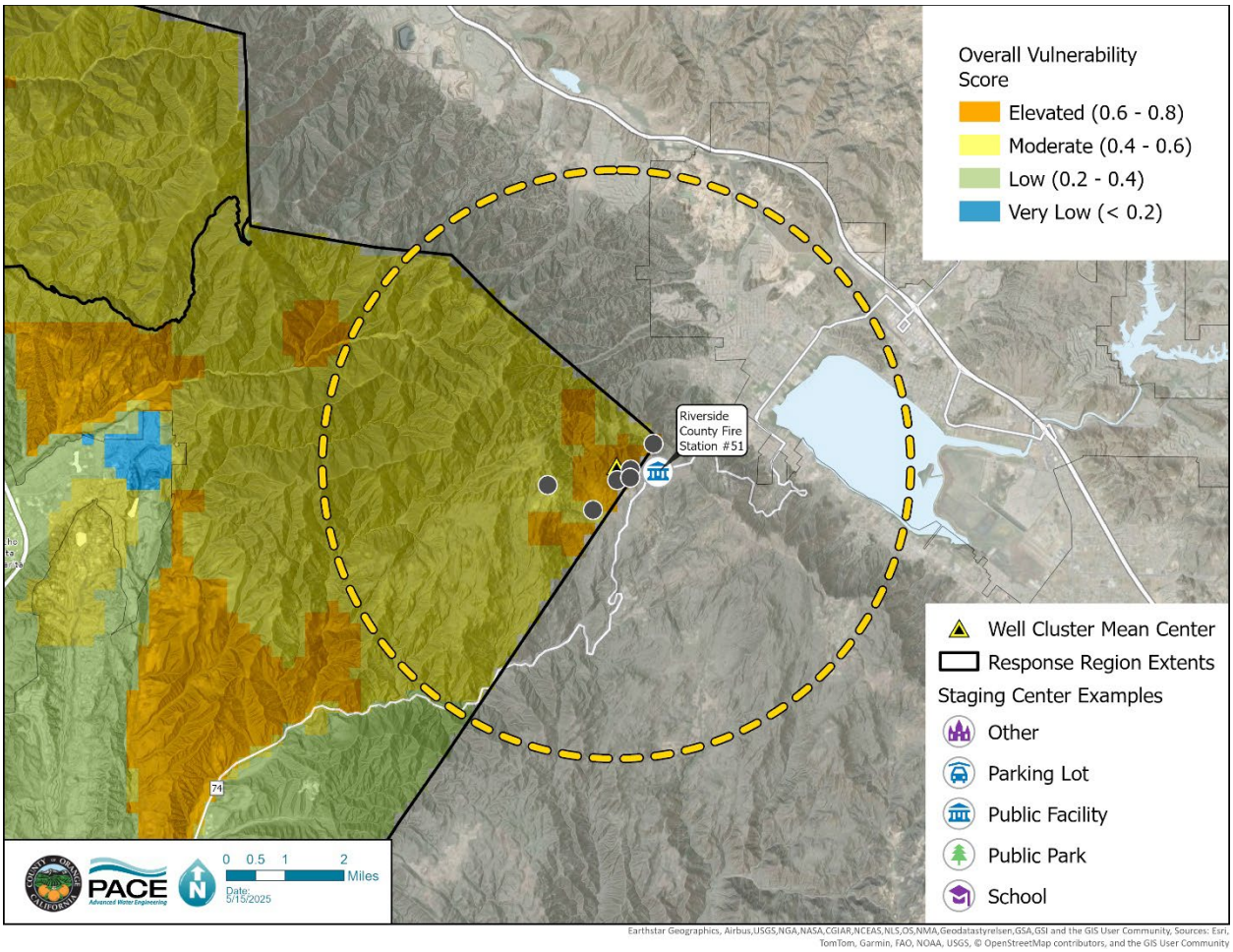


Figure 4-11: South Orange County Region – East Foothills Well Cluster Response Area

4.2.6 South Region – South Coastal Well Cluster

The south coastal well cluster has domestic wells found in South Laguna Beach and San Juan Capistrano. The overall vulnerability at the well locations is classified as low. The area has few social vulnerabilities due to the community being of higher affluence, but the area does have a high sea water intrusion risk. It is assumed the residents have the financial and physical ability to acquire water for short-term purposes. The region is served by two water districts: South Coast Water District and Santa Margarita Water District.

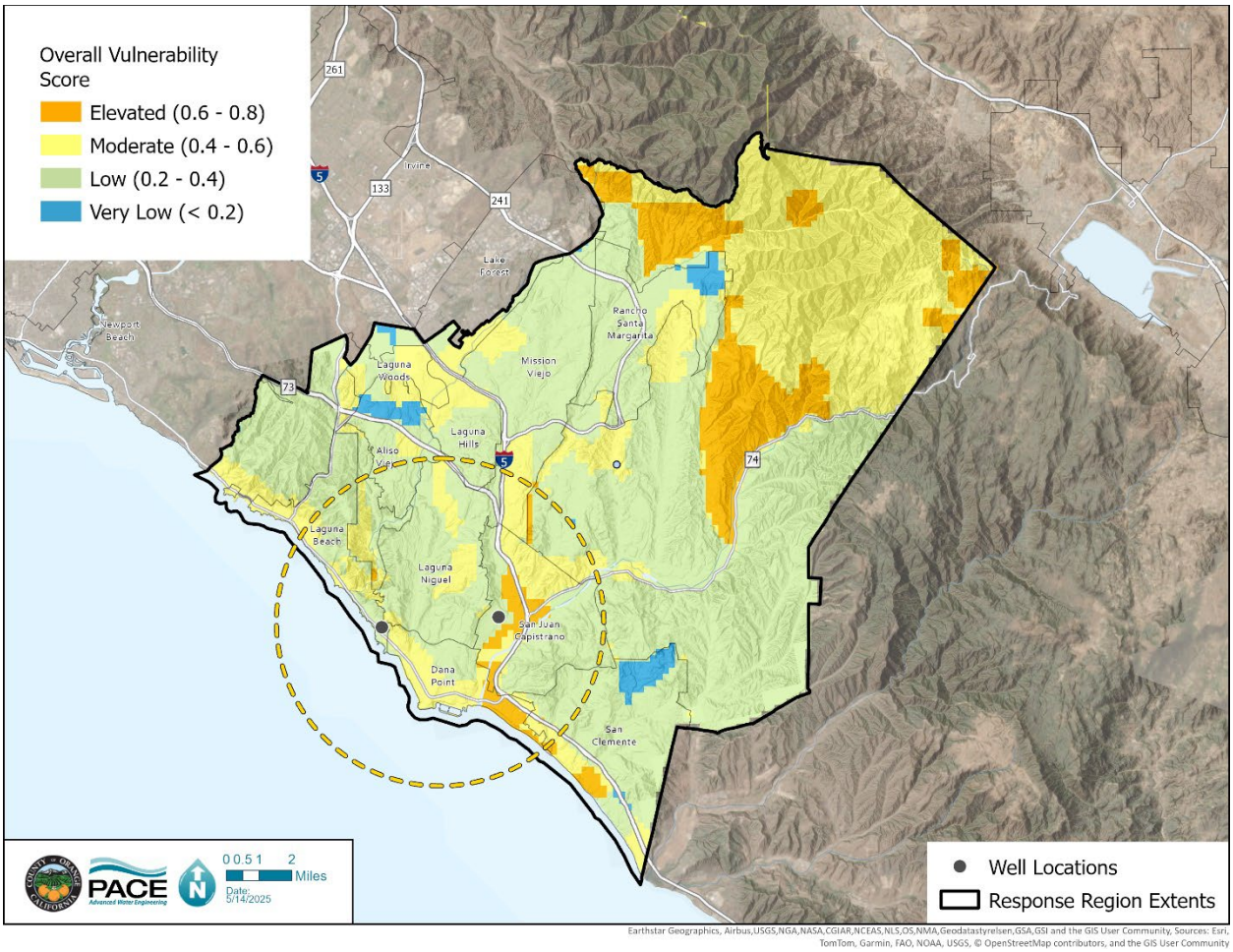


Figure 4-12: South Orange County Region – South Coastal Well Cluster

Owners of domestic wells should have their wells tested annually and report any major changes to the well's water quality or performance to their local water district. Residents should prepare for water shortage by having a week's supply of water readily available. Use 1 gallon per day per person as a guide for estimating the household's needs. Additionally, domestic well users should know where local water is available for purchase such as large retail water dispensing machines, and large bulk supply stores to acquire water for the short-term.

Planning for this region should first address immediate public safety, stressing to residents to find shelter if a natural disaster has occurred. Water shortage planning should keep in mind the high physical risk in this area. Residents in this region are likely to have the means to acquire water at local retailers or water purveyors in the short term, provided access is available.

The south coastal well cluster has an extensive local distribution system surrounding the domestic wells, and connections to the distribution system should be considered a long-term goal. Domestic well owners should contact the local water provider to inquire about the potential for connecting to the distribution system.

Two locations were identified as potential staging areas for water distribution needs in an emergency if both wells are experiencing water shortage:

- Dana Hills High School
- Ocean Ranch Parking Lot

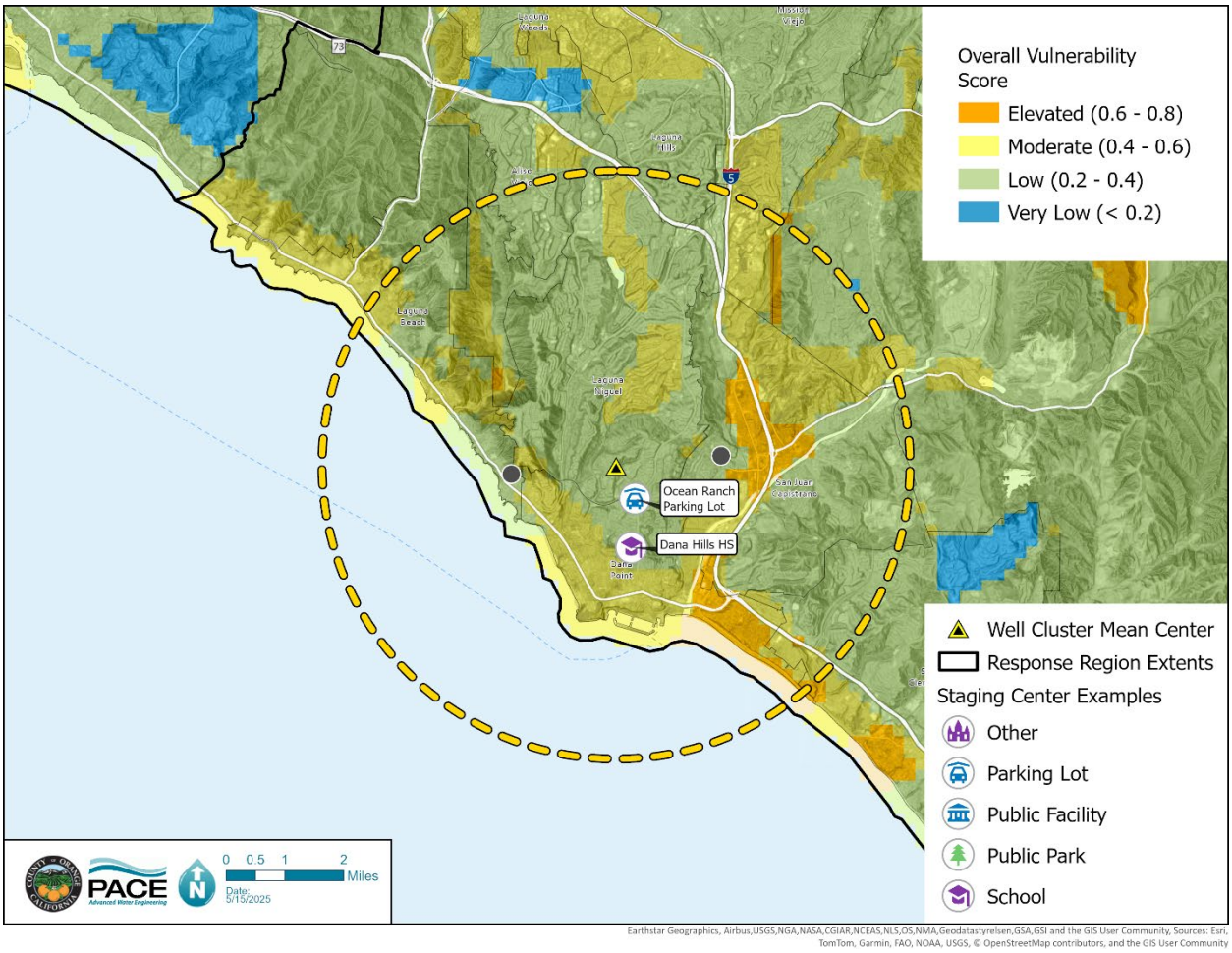


Figure 4-13: South Orange County Region – South Coastal Well Cluster Response Area

4.3 Intermediate Short-Term Response

The intermediate short-term response is an action that is to be taken to provide enough water for each resident to have 5 gallons per day for drinking, food preparation, and minimal hygiene purposes. The intent of the intermediate response is to supplement the immediate response and bridge the gap until long-term plans can be enacted.

Municipalities may consider procuring plastic storage tanks approximately 2,000–3,000 gallons in size that can be installed near the well clusters. The municipality should contract with a local water hauler that can be filled with potable water that the residents may utilize.

If the well can no longer be used due to potable water quality issues, there is a possibility that water filters or other treatment systems may be provided to the residents to treat water at the source. This response action will be case-specific dependent upon the contaminants present and will need to be addressed on an individual basis should the need arise.

If a well cannot be used due to a power outage in the area, the municipality may consider providing temporary generators to run the well while awaiting restoration of power to the area.

4.4 Drought Preparedness

It is important for domestic well users and owners to be prepared for a potential water shortage, so they are not caught off guard. Water shortage issues occur for a variety of reasons, and users and owners should plan ahead to stay safe. Below are some steps for domestic well users and owners to take:

- Determine the condition of your well by knowing the well depth, pump or bowl depth, and water levels.
- Stockpile enough bottled water for a minimum 7-day household supply.
- Develop a family plan to address potential outages.
- Have the number of a local well repair company handy.
- Identify a company that sells or rents water tanks.
- Identify a source of trucked-in water.
- Develop a plan to supply water for pets and livestock in case of a well outage.
- Communicate your drought preparedness plans with your neighbors and work together.

4.4.1 Domestic Well Loan Program

The Rural Community Assistance Corporation (RCAC) is a nonprofit organization that operates in the western states, including California, that serves rural communities. The RCAC has a program called the Clean Drinking Water Well Replacement Program that provides loans to qualified applicants. More information can be found at https://www.rcac.org/lending-2/household-water-well-septic-loans.

4.4.2 Rental Property Domestic Well Testing

Landlords that supply tenant's potable water with domestic well water have certain obligations under California Assembly Bill 2454, Rental Property Domestic Well Testing Requirements. AB 2454 requires landlords to have the well water tested with a state-run testing program. The results must be shared with the residents within 10 days of receiving the results. Lastly, the landlord is to provide safe drinking water if the test results show an exceedance of safe drinking water standards. The program offers free replacement drinking water solutions (bottled water, hauled water, filling stations, etc.).

4.4.3 Water Hauling Contacts

The water hauler list below consists of companies that provide resident or larger scale potable water delivery services. This list should not be considered comprehensive, but at the time of this report the providers were active.

Table 4-5 Local Water Hauling Companies

Water Hauling Companies	Phone Number
A Rees Water Truck Services	(714) 534-0266
Allstar Water Trucks	(714) 970-3647
Jensen Water Trucks	(310) 455-2463
Liege Water Trucking	(714) 273-1348
Orange County Water Delivery Service	(714) 662-5333
Paradise Drinking Water	(714) 729-3752
Phresh Waters – Alkaline Water Delivery	(800) 330-0120
Polar Springs Water	(714) 906-0664
The Better Water Co.	(714) 890-7282

5 Long-Term Mitigation Strategy and Actions

Long-term mitigation strategies are long-term solutions or even preventive measures that can be implemented before a drought or water shortage event occurs to reduce potential impacts. While these actions may require more time and budget to implement, they will reduce reliance upon short-term actions and can minimize the costs associated with any short-term actions that are needed.

5.1 Consolidations for Existing Water Systems and Domestic Wells

Consolidation of existing domestic well clusters into a single small water system that can be supplied by an existing larger water system nearby would provide long-term reliability for water delivery to the residents. The County has identified the following potential opportunities to consolidate the domestic wells by connecting these homes to nearby existing distribution systems.

5.1.1 Connection to Existing Distribution Systems

The most sustainable long-term response is to connect the existing locations served by domestic wells to local potable water distribution systems that are operated and maintained by a municipality or special district. These distribution systems typically have built-in redundancy that provides additional reliability in the event of a drought. The homes would require a pipeline between the distribution system and the current well piping system. Table 5-1 lists the well clusters and the municipality service area the well clusters are located within. Following the table there are three figures showing the well cluster locations and the municipality service areas.

Table 5-1: Nearest Distribution Systems to Clusters of Domestic Wells

Well Cluster	Nearest Distribution System
Black Star Canyon	Irvine Ranch Water District
Williams and Silverado Canyons	Irvine Ranch Water District
Dove Canyon	Trabuco Canyon Water District Santa Margarita Water District
San Juan Springs	Santa Margarita Water District
El Cariso Village	Elsinore Valley Municipal Water District
Other South County Wells	Santa Margarita Water District South Coast Water District
Other Urban Wells	City of Anaheim City of Fullerton City of Orange

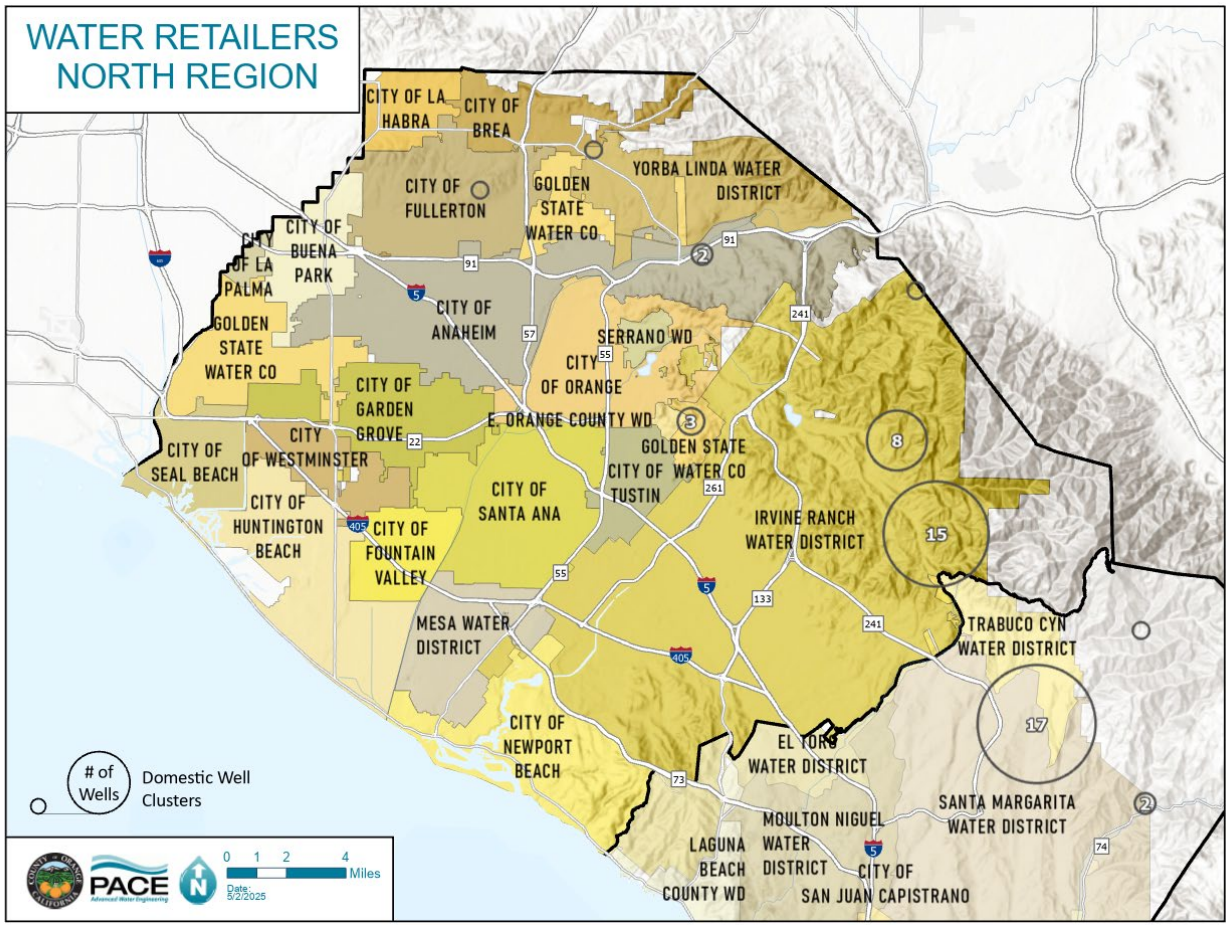


Figure 5-1: North Orange County Region Well Clusters and Service Areas

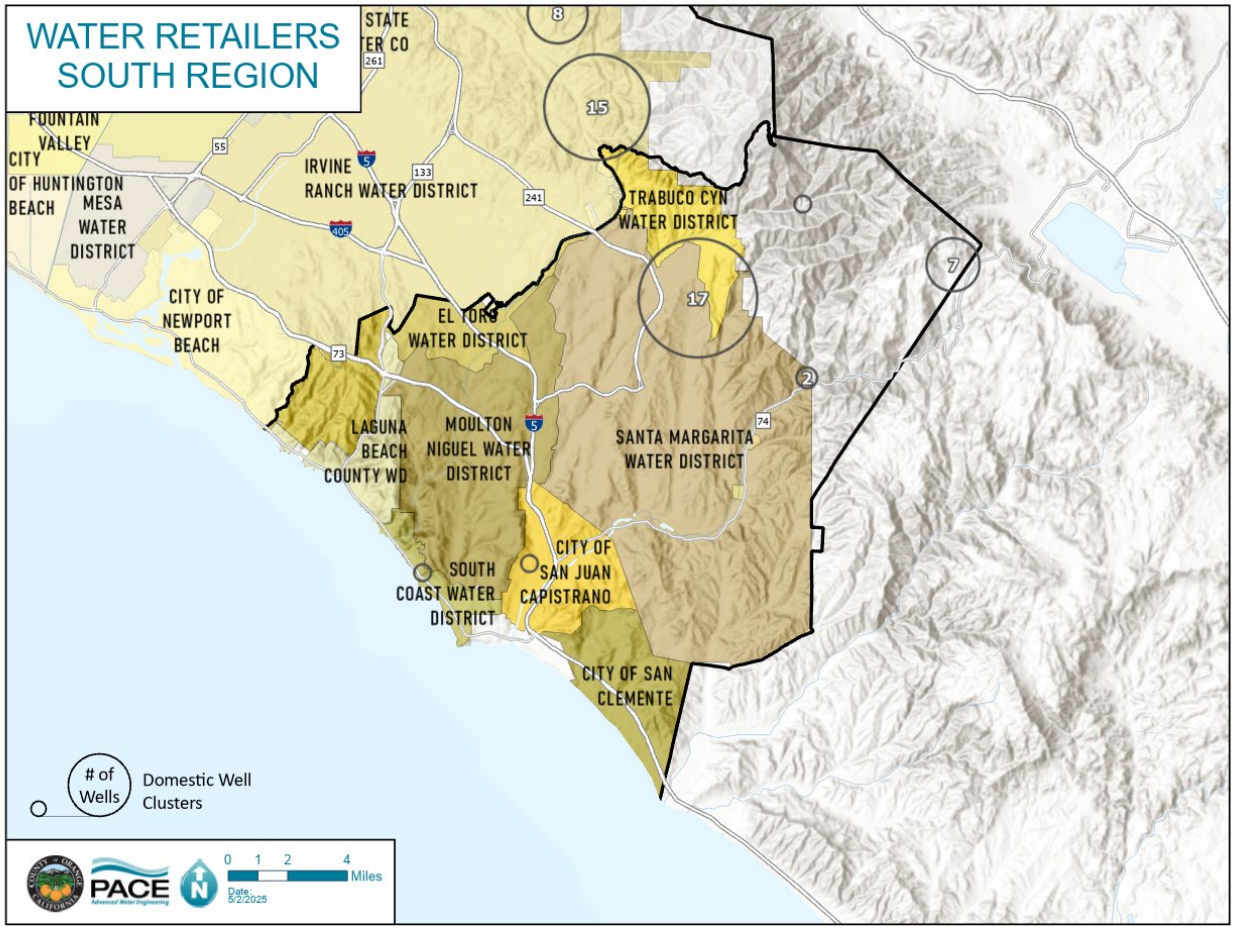


Figure 5-2: South Orange County Region Well Clusters and Service Areas

5.1.2 Existing Distribution System Near Domestic Wells

Based on GIS information obtained from Irvine Ranch Water District, Williams and Silverado Canyons are being served by the District with existing distribution pipelines and storage tanks throughout this region, as shown in Figure 5-3. Many wells in this area are directly adjacent to the distribution system. The farthest well location from the distribution system is just over 0.5 mile.

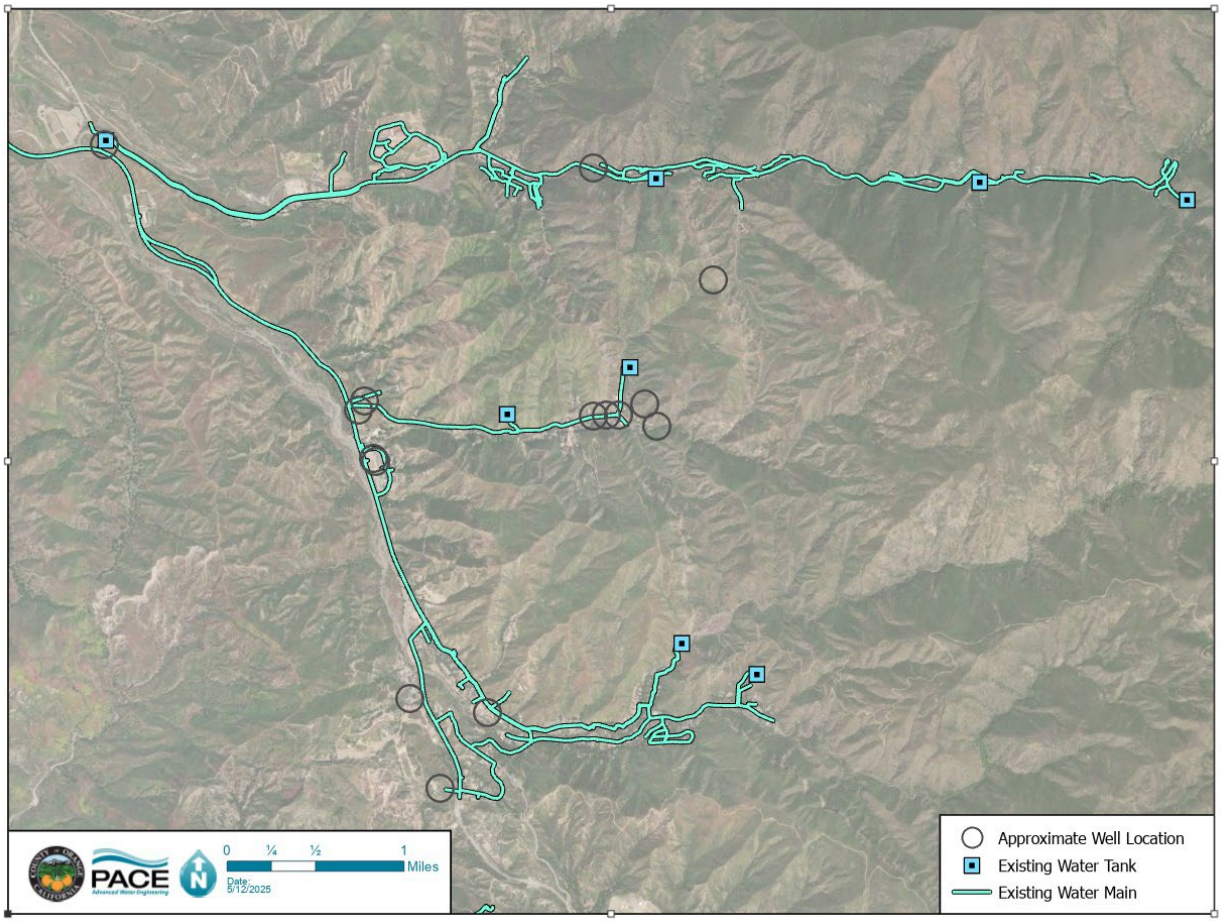


Figure 5-3: IRWD Distribution System Near Williams and Silverado Canyons

El Cariso Village is within Orange County, but the closest distribution pipeline is owned and operated by EVMWD and runs along the east side of the mountain, just outside the County line. Figure 5-6 shows the approximate locations of the El Cariso Village wells relative to the existing water infrastructure.

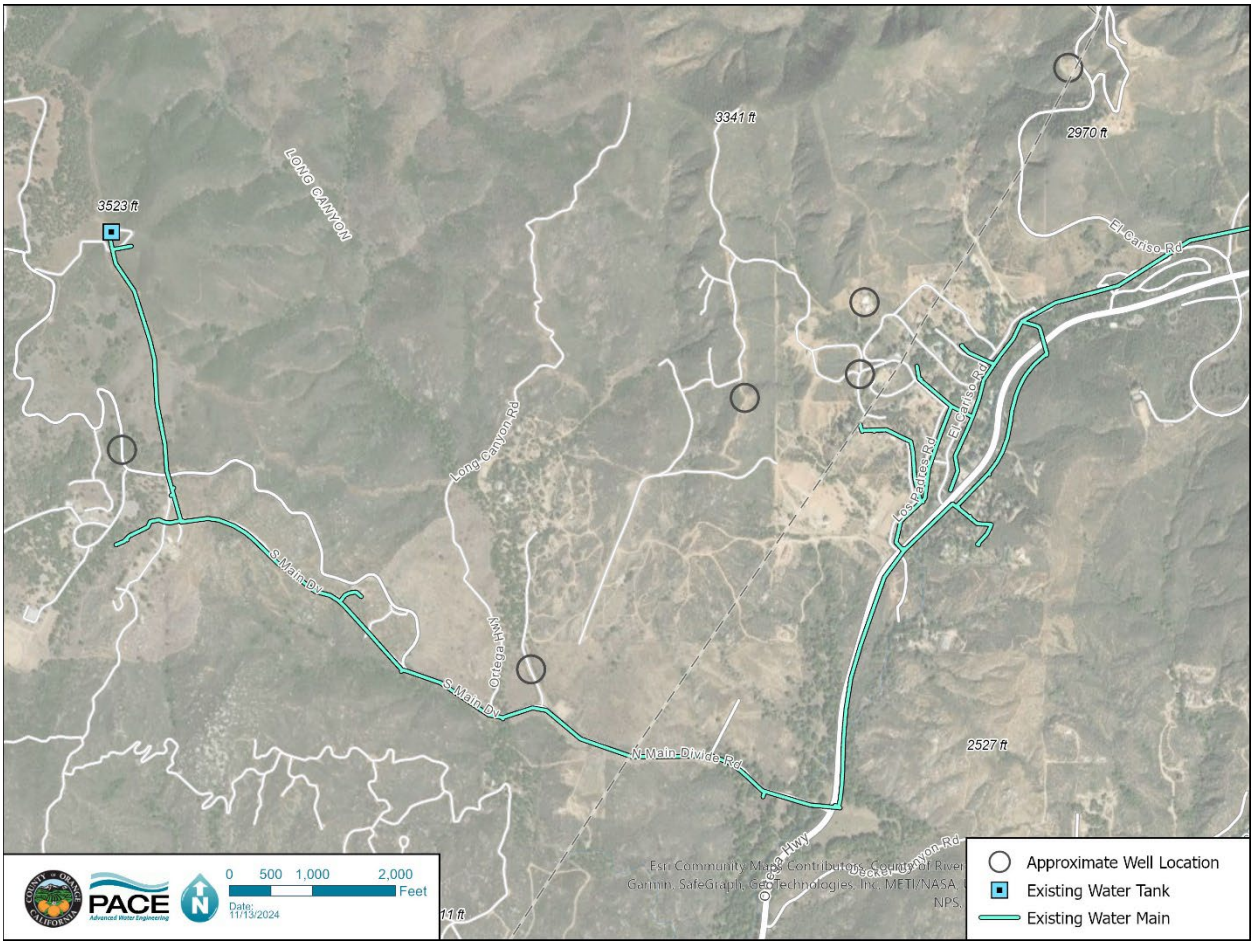


Figure 5-4: EVMWD Distribution System Near El Cariso Village

There are several wells that are not near any known water distribution system and not in an urbanized enough area to assume a distribution system is nearby. These wells are in the Northern Foothills Region and South Region, within the Santa Ana Mountains area, making the terrain difficult to navigate with infrastructure. In this case, connecting to an existing distribution system is likely not a viable option and will require water conservation measures, water treatment, and trucking in of water to supplement well production dependent upon the cause of the drought scenario.

5.2 Domestic Well Drinking Water Mitigation Programs

A domestic well drinking water mitigation program will support the operation of domestic wells in the County by identifying wells that may be impacted by drought conditions, developing options for well deepening, repairing, and implementing community-supported solutions in collaboration with other agencies.

5.2.1 Well Deepening and Repair

Well deepening can be considered if the well is relatively shallow compared to the overall depth of the groundwater aquifer, especially when the upper layers are not producing enough water to meet the needs of the well's dependents. In such cases, the well could be deepened to tap into lower levels of the aquifer. However, this approach does not address the underlying issue: the aquifer is in an overdraft state, meaning that water is being extracted faster than it can naturally recharge. If this overdraft continues, the aquifer may eventually draw down to the newly extended well depth, potentially recreating the same water shortage issues. Over time, this could also lead to ground subsidence and a reduction in available aquifer storage.

Well repair may be preferable if the issue stems from poor potable water quality at certain depths within the aquifer. In this scenario, water samples are taken at various depths to develop a water quality profile, identifying depths with poor water quality. Problematic sections of the aquifer can then be sealed off within the well-casing to prevent extraction of low-quality water, allowing for continued well operation. However, this solution depends on whether poor water quality remains isolated; if it migrates to other depths, further intervention may be necessary.

Regardless of the implemented option, all requirements of the Authority Having Jurisdiction shall be followed along with all pertinent permits attained.

5.3 Water Conservation

If the well is still capable of producing water, but at reduced flow rates or unable to sustain constant high flow, water conservation is a potential solution. The local authority having jurisdiction can assist the at-risk residents to replace existing water fixtures with highly efficient water fixtures. In accordance with SB 1157, the current target for California indoor use is 55 gpcd, which will reduce to a target of 47 gpcd in 2025. A typical home built with current water fixtures requires about 50 gpcd meeting the upcoming target, while older homes with less efficient water fixtures require about 75 gpcd. The following table shows that through the installation of highly efficient water fixtures, the daily use can drop to 35 gpcd, assuming the same daily usage of these fixtures.

5.3.1 Groundwater Basin Conservation Procedures

OCWD continuously monitors the groundwater level in the underlying groundwater basin to ensure the basin is not in an overdraft condition. During extended drought periods, where the groundwater basin is showing lower than normal groundwater levels, OCWD will decrease the amount of water that may be pumped from the groundwater basin, known as the Basin Production Percentage (BPP) in order for the groundwater basin to rebound while waiting for a wet year.

5.3.2 Local Conservation Procedures

By working with residents to replace their water fixtures, the required indoor water usage can drop by 30% to 53% in the long term, depending upon the efficiency of existing water fixtures. Based on the flow capacity of the well and aquifer, this may serve as a long-term solution by reducing the demand on the aquifer to manageable levels. The following tables demonstrate how high efficiency fixtures can be a long-term strategy.

Table 5-2: Indoor Potable Water Usage with High Efficiency Fixtures

Potable Water Use	Flow per Use	Daily Usage	Gallons per Capita per Day
Toilets	0.8 gal / flush	5 flush / day	4
Showers	1.5 gal / min	12 min / day	18
Kitchen Faucets	1.0 gal / min	4 min / day	4
Bathroom Faucets	1.0 gal / min	2 min / day	2
Clothes Washer	13 gal / load	0.5 loads / day	6.5
Dishwasher	2.95 gal / load	0.3 loads / day	0.9
Indoor Potable Water Usage (gpcd)			**35**

By working with residents to replace their water fixtures, the required indoor water usage can drop by 30% to 53% in the long term, depending upon the efficiency of existing water fixtures. Based on the flow capacity of the well and aquifer, this may serve as a long-term solution by reducing the demand on the aquifer to manageable levels. Table 5-3 compares the estimated water usage of each cluster of wells with original fixtures or high efficiency fixtures, assuming 75 gpcd required.

Table 5-3: Water Reduction with High Efficiency Fixtures

Well Cluster	# of Wells	Original Fixtures Long Term (gpd)	HE Fixtures Long Term (gpd)
Black Star Canyon	9	13,500	6,300
Williams and Silverado Canyons	15	22,500	10,500
Dove Canyon	17	25,500	11,900
San Juan Springs	2	3,000	1,400
El Cariso Village	7	10,500	4,900
Other South County Wells	2	3,000	1,400
Other Urban Wells	7	10,500	4,900

6 Implementation Considerations

The assessment within this DRP has identified vulnerabilities and potential risks to domestic wells in the event of an emergency. However, at the time of this report it is believed the wells are currently operating normally to provide adequate water supply to residents since no well shortage has been reported to the County. Although no immediate action is needed, the response actions outlined herein are provided as recommendations that can be implemented if they are determined to be necessary.

The County has identified and recommended short-term and long-term response actions as required by SB 552, selected measures will be implemented through collaboration and coordination with the Task Force, local municipalities, special districts, and other stakeholders as needed.

6.1 Short-Term Response Action Implementation

Immediate and intermediate short-term responses should be coordinated by local water retailers to provide an adequate supply of potable water through temporary distribution centers. With publication of this DRP, the County is providing estimated water demand and locations of nearby domestic wells to these distributors to ensure a timely and sufficient response in the event of an emergency.

6.1.1 Inter-Agency Implementation Considerations

The water retailers within the County are listed below and can be contacted at the phone numbers provided for more information.

Table 6-1: Water Retailer Contact Information

WATER RETAILERS	ADDRESS	PHONE
City of Anaheim	201 S. Anaheim Blvd, Anaheim, CA 92805	(714) 765-3300, ext. 311
City of Brea	1 Civic Center Circle, Brea, CA 92821	(714) 990-7600
City of Buena Park	6650 Beach Blvd, Buena Park, CA 90621	(714) 562-3721
City of Fountain Valley	10200 Slater Ave., Fountain Valley, CA 92708	(714) 593-4600
City of Fullerton	303 W. Commonwealth Ave., Fullerton, CA 92832	(714) 738-6890
City of Garden Grove	13802 Newhope St., Garden Grove, CA 92843	(714) 741-5395
City of Huntington Beach	2000 Main St., Huntington Beach, CA 92648	(714) 536-5921
City of La Habra	110 E. La Habra Blvd, La Habra, CA 90631	(562) 905-9731
City of Orange	189 S. Water St., Orange, CA 92866	(714) 288-2475
City of San Juan Capistrano	32400 Paseo Adelanto, San Juan Capistrano, CA 92675	(949) 493-1171
Golden State WC – West Orange County	2281 E. Via Burton, Anaheim, CA 92806	(909) 394-2272
Irvine Ranch Water District	15600 Sand Canyon Ave., Irvine, CA 92618	(949) 453-5300
Santa Margarita Water District	26111 Antonio Pkwy, Las Flores, CA 92688	(949) 459-6420
South Coast Water District	31592 West St., Laguna Beach, CA 92651	(949) 499-4555
Trabuco Canyon Water District	32003 Dove Canyon Dr., Trabuco Canyon, CA 92679	(949) 858-0277
Yorba Linda Water District	1717 E. Miraloma Ave., Placentia, CA 92870	(714) 701-3000

6.2 Long-Term Response Action Implementation

The recommended long-term response actions consist of well system consolidation/connection to retail water distribution systems, well rehabilitation, and water conservation. The potential to connect homes served by domestic wells to existing water distribution systems will be discussed with residents and the relevant agencies to gauge interest before developing implementation plans.

Well rehabilitation opportunities can be evaluated on a case-by-case basis to determine feasibility and will be the responsibility of the well owner to implement.

To encourage water conservation during an emergency, the County will develop public outreach materials and communication routes that will educate the public on effective conservation measures, such as installing efficient fixtures, reducing irrigation, and testing for leaks.

6.3 Policy Alignment

This DRP will be added as an appendix to the County's Emergency Operations Plan.

6.4 DRP Review Schedule

This DRP will be reviewed and approved by multiple subcommittes and committees involved in emergency management operations in the County of Orange. It will start with the Emergency Management council subcommittee consisting of County agency Emergency Management representatives. Next it would go to the Orange County Emergency Management organization which includes emergency managers for all jurisdictions including local government and the county. Next it would go to the disabilities access and functional needs working group, comprised of representative of the community. Next the DRP will go to the Orange County Emergency Management Council, Operational Area Executive Board these are the policy leaders for the county agencies that include the discipline specific representatives. Finally, it would go to the Orange County Board of Supervisors for their approval. Subsequently their would be a review by the County every 5 years to determine if the Plan needs to be updated. This review may include, but is not limited to, updating vulnerability score datasets, revising well locations with new information, and determining if additional response actions need to be implemented.

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County of Orange Emergency Management Council

November 13, 2025

Members of the Board of Supervisors
County of Orange Department Heads
California Office of Emergency Services

Members:
Orange County Board of Supervisors
Chief Executive Officer
Health Care Agency
John Wayne Airport
OC Community Resources
OC Public Works
OC Waste and Recycling
Orange County Fire Authority
Probation Department
Sheriff-Coroner Department
Social Services Agency

Subject: Orange County Domestic Well Drought Resiliency Plan

Enclosed please find the Orange County Domestic Well Drought Resiliency Plan (DRP). The Emergency Management Council (EMC) approved this Plan on November 12, 2025, and concurred with it on behalf of the EMC members.

The DRP has been prepared for the County of Orange (the County) in accordance with the requirements of Senate Bill 552 (SB 552). Its purpose is to identify vulnerable communities that rely on State Small Water Systems (SSWS) or domestic wells, assess the risk of water shortages for each of these water sources, and outline both short-term and long-term actions that can be implemented to help prevent catastrophic impacts to drinking water supplies during emergencies and to improve the resiliency of local water resources.

The scope of the DRP is limited to addressing water shortage scenarios for SSWS and domestic wells. The County itself is not a water supplier; rather, multiple municipal agencies and water districts are responsible for providing drinking water to County residents. There are currently no SSWS operating within the County, and only a small number of residences rely on domestic wells. Therefore, the scope of this Plan applies to a limited portion of County residents, and the potential emergency responses described herein are not directly managed or implemented by the County.

All County departments concur with this Plan and will carry out their designated responsibilities. This Plan supports the County of Orange and Orange County Operational Area Unified Emergency Operations Plan and complements other emergency plans, procedures, and hazard-specific and functional annexes.

Thank you for your support in the development and implementation of this Plan.

Sincerely,

Doug Chaffee

Board of Supervisors
Chair, Emergency Management Council

Administrative Contact: Orange County Sheriff's Department Emergency Management Division
2644 Santiago Canyon Road, Silverado CA, 92676 Phone: (714) 628-7054 Fax: (714) 628-7154

Orange County Operational Area Executive Board

November 13, 2025

Members of the Operational Area
Members of the Board of Supervisors
American Red Cross of Orange County
California Office of Emergency Services

Subject: Orange County Domestic Well Drought Resiliency Plan

Dear County of Orange Emergency Response and Recovery Officials:

Enclosed please find the Orange County Domestic Well Drought Resiliency Plan (DRP). The Orange County Operational Area Executive Board approved this Plan on November 12, 2025, and concurred with it on behalf of the Operational Area members.

The DRP has been prepared for the County of Orange (the County) in accordance with the requirements of Senate Bill 552 (SB 552). Its purpose is to identify vulnerable communities that rely on State Small Water Systems (SSWS) or domestic wells, assess the risk of water shortages for each of these water sources, and outline both short-term and long-term actions that can be implemented to help prevent catastrophic impacts to drinking water supplies during emergencies and to improve the resiliency of local water resources.

The scope of the DRP is limited to addressing water shortage scenarios for SSWS and domestic wells. The County itself is not a water supplier; rather, multiple municipal agencies and water districts are responsible for providing drinking water to County residents. There are currently no SSWS operating within the County, and only a small number of residences rely on domestic wells. Therefore, the scope of this Plan applies to a limited portion of County residents, and the potential emergency responses described herein are not directly managed or implemented by the County.

All jurisdictions within Orange County are encouraged to fully implement their identified responsibilities. Such execution may include preparing and maintaining their own jurisdiction-specific procedures and guidelines. The successful implementation of this Plan is dependent upon the skills and abilities of jurisdiction personnel; jurisdictions are encouraged conduct or participate in trainings and exercises to ensure their personnel are aware of their responsibilities and capable to perform them. Implementation may also rely upon specialized services and equipment; jurisdictions are encouraged to support the implementation and maintenance of such services and equipment.

Thank you for your support in the development and implementation of this Plan.

Sincerely,

Orange County Fire Authority
Chair, Operational Area Executive Board

Administrative Contact: Orange County Sheriff's Department Emergency Management Division
2644 Santiago Canyon Road, Silverado CA, 92676 Phone: (714) 628-7054 Fax: (714) 628-7154

Members:

Orange County Board of Supervisors
Chief Executive Officer
City Engineers & Public Works Directors Association
City Manager's Association & League of Cities
Law Enforcement Mutual Aid Coordinator
Fire Chief's Association
Fire and Rescue Mutual Aid
Health Care Agency Mutual Aid
Independent Special Districts
Orange County Social Services Agency
Orange County Superintendent of Schools
Orange County Community College Districts
Orange County Transportation Authority
Police Chiefs' and Sheriff Association
Public Works Mutual Aid
Water/Wastewater Mutual Aid Coordinator

SB-552 Drought planning: small water suppliers: nontransient noncommunity water systems. (2021-2022)

SHARE THIS:

Date Published: 09/24/2021 02:00 PM

Senate Bill No. 552

CHAPTER 245

An act to add Part 2.56 (commencing with Section 10609.50) to Division 6 of the Water Code, relating to water.

[Approved by Governor September 23, 2021. Filed with Secretary of State September 23, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 552, Hertzberg. Drought planning: small water suppliers: nontransient noncommunity water systems.

Existing law declares that small water suppliers and rural communities are often not covered by established water shortage requirements, and that the state should provide guidance to improve drought planning for small water suppliers and rural communities. Existing law required the Department of Water Resources, in consultation with the State Water Resources Control Board and other relevant state and local agencies and stakeholders, to use available data to identify, no later than January 1, 2020, small water suppliers and rural communities that may be at risk of drought and water shortage vulnerability. To implement this directive, the department formed a stakeholder advisory group, the County Drought Advisory Group. Existing law required the department, in consultation with the state board, to propose to the Governor and the Legislature, by January 1, 2020, recommendations and guidance relating to the development and implementation of countywide drought and water shortage contingency plans to address the planning needs of small water suppliers and rural communities, as provided.

This bill would require small water suppliers, as defined, serving 1,000 to 2,999 service connections, inclusive, and nontransient noncommunity water systems that are schools, no later than July 1, 2023, to develop and maintain an abridged Water Shortage Contingency Plan that includes specified drought-planning elements. The bill would require a small water supplier serving fewer than 1,000 service connections to add drought planning elements to its emergency notification or response plan and submit the plan to the state board. The bill would require these water systems to report annually specified water supply condition information to the state board through the state board's Electronic Annual Reporting System or other reporting tool, as directed by the state board. The bill would require small water suppliers and nontransient noncommunity water systems that are schools to implement, subject to funding availability, specified drought resiliency measures, including, among others, having at least one backup source of water supply and metering each service connection. The bill would exempt from these provisions small water suppliers, or small water suppliers integrated into larger water systems, that voluntarily choose to instead comply with specified existing law relating to urban water management plans.

This bill would require a county to establish a standing county drought and water shortage task force to facilitate drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction, as provided. The bill would authorize a county, in lieu of establishing a standing task force, to establish an alternative process that facilitates drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction, as provided. The bill would provide that a county that establishes a drought task force on or before January 1, 2022, shall be deemed in compliance with these requirements as long as the task force continues to exist. The bill would require a county to develop a plan that includes potential drought and water shortage risk and proposed interim and long-term solutions, as provided. Because the bill would impose additional duties on counties, the bill would impose a state-mandated local program.

This bill would require the department to take specified actions to support implementation of the recommendations from the County Drought Advisory Group. The bill would require the department to establish a standing interagency drought and water shortage task force to, among other things, facilitate proactive planning and coordination, both for predrought planning and postdrought emergency response, which shall consist of various representatives, including representatives from local governments. Because the bill would impose additional duties on local governments, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.
Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Part 2.56 (commencing with Section 10609.50) is added to Division 6 of the Water Code, to read:

PART 2.56. Drought Planning for Small Water Suppliers, State Small Water Systems, and Domestic Well Communities

CHAPTER 1. General Provisions

10609.50. The Legislature finds and declares all of the following:

(a) Droughts are predicted to become more frequent, longer, and more severe as climate change progresses, putting drinking water supplies at risk of running dry or becoming contaminated.

(b) As demonstrated by the most recent drought from 2012 to 2016, inclusive, (2012–16 drought) drought conditions disproportionally impact low-income, small, and rural communities, as demonstrated by all of the following:

(1) (A) Rural communities are more likely to rely solely on groundwater from small water suppliers or domestic wells.

(B) Domestic wells tend to be shallower and are susceptible to running dry when groundwater is overpumped.

(2) (A) The 2012–16 drought negatively impacted over 480,000 people relying on drought-impacted public water systems.

(B) Seventy-six percent of impacted public water systems were small, serving 1,000 service connections or fewer and concentrated in the southern San Joaquin Valley.

(c) There are currently varying levels of water contingency planning and coverage across counties for small water suppliers and self-supplied communities, leaving hundreds of thousands of people at risk of going without water to meet their basic household and drinking water needs during the next drought.

(d) If another drought occurs that is as severe as the 2012–16 drought, more than 4,500 domestic wells in the San Joaquin Valley may be impacted. The cost to mitigate this damage could be more than one hundred fifteen million dollars ($115,000,000).

(e) No one should go without running water during a drought. California can take basic steps to implement more proactive drought planning that would benefit the communities most at risk, and by doing so help prevent catastrophic impacts on drinking water for the communities most vulnerable to the impacts of climate change.

10609.51. For purposes of this part, the following definitions apply:

(a) "Community water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

(b) "County Drought Advisory Group" means the group created by the department to implement Chapter 10 (commencing with Section 10609.40) of Part 2.55.

(c) "Department" means the Department of Water Resources.

(d) "Domestic well" has the same meaning as defined in Section 116681 of the Health and Safety Code.

(e) "Fund expenditure plan" means the fund expenditure plan established in Section 116768 of the Health and Safety Code.

(f) "Groundwater sustainability agency" has the same meaning as defined in Section 10721.

(g) "Nontransient noncommunity water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

(h) "Public water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

(i) "Risk vulnerability tool" means the tool created by the department to implement Chapter 10 (commencing with Section 10609.40) of Part 2.55.

(j) "Rural community" means a community with fewer than 15 service connections, or regularly serving less than 25 individuals daily at least 60 days out of the year.

(k) "Small water supplier" means a community water system serving 15 to 2,999 service connections, inclusive, and that provides less than 3,000 acre-feet of water annually.

(l) "State board" means the State Water Resources Control Board.

(m) "State small water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

CHAPTER 2. Small Water Suppliers and Nontransient Noncommunity Water Systems

10609.60. (a) No later than July 1, 2023, and updated every five years thereafter, a small water supplier serving 1,000 to 2,999 service connections, inclusive, and a nontransient noncommunity water system that is a school shall each develop and maintain, onsite, an abridged Water Shortage Contingency Plan (WSCP) that includes, at a minimum, all of the following drought-planning elements:

(1) Drought-planning contacts, including all of the following:

(A) At least one contact at the water system for water shortage planning and response and the development of the plan.

(B) Contacts for local public safety partners and potential vendors that can provide repairs or alternative water sources, including, but not limited to, local community-based organizations that work with the population in and around areas served by the water system, contractors for drilling wells, vended water suppliers, and emergency shower vendors.

(C) State and local agency contacts who should be informed when a drought or water shortage emergency is emerging or has occurred.

(D) Regional water planning groups or mutual aid networks, to the extent they exist.

(2) Triggering mechanisms and levels for action, including both of the following:

(A) Standard water shortage levels corresponding to progressive ranges based on the water supply conditions. Water shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, a fire, and other potential emergency events.

(B) Water shortage mitigation, response, customer communications, enforcement, and relief actions that align with the water shortage levels required by subparagraph (A).

(b) A small water supplier serving 1,000 to 2,999 service connections, inclusive, and a nontransient noncommunity water system that is a school shall each make the abridged Water Shortage Contingency Plan available on their individual internet websites, if any. A small water supplier serving 1,000 to 2,999 service connections, inclusive, or a nontransient noncommunity water system that is a school that does not have an internet website shall make the abridged Water Shortage Contingency Plan available to persons upon request. The abridged Water Shortage Contingency Plan shall be provided to the state board's Division of Drinking Water for inspection upon demand.

(c) A small water supplier serving fewer than 1,000 service connections shall add drought planning elements, including, but not limited to, those listed in paragraph (1) of subdivision (a) and subparagraph (A) of paragraph (2) of subdivision (a), to its emergency notification or response plan and submit the plan to the state board. The plan shall be updated every five years, or when significant changes occur.

(d) No later than December 31, 2022, the department and the state board shall create an abridged Water Shortage Contingency Plan template for small water suppliers serving 1,000 to 2,999 service connections, inclusive, and nontransient noncommunity water systems that are schools to facilitate implementation of this section.

(e) To the extent that funding is made available, the state board shall offer technical assistance to small water suppliers serving fewer than 1,000 service connections and nontransient noncommunity water systems that are schools to improve drought and water shortage resiliency, including requirements related to the emergency notification or response plan.

10609.61. A small water supplier and a nontransient noncommunity water system that is a school shall each report annually water supply condition information to the state board through the state board's Electronic Annual Reporting (eAR) System or other reporting tool, as directed by the state board. Water supply condition information includes, but is not limited to, both of the following:

(a) An inventory and assessment of each water supply source, including its available status and if any further investments or treatment are required for its utilization, any lead time required for its utilization, and its delivery parameters such as flow rate and total volume available.

(b) The reporting year's total water demand volume for each month, and average and peak flowrate demand for each month and annually.

10609.62. Small water suppliers and nontransient noncommunity water systems that are schools shall implement, subject to funding availability, all of the following drought resiliency measures:

(a) No later than January 1, 2023, implement monitoring systems sufficient to detect production well groundwater levels.

(b) Beginning no later than January 1, 2023, maintain membership in the California Water/Wastewater Agency Response Network (CalWARN) or similar mutual aid organization.

(c) No later than January 1, 2024, to ensure continuous operations during power failures, provide adequate backup electrical supply.

(d) No later than January 1, 2027, have at least one backup source of water supply, or a water system intertie, that meets current water quality requirements and is sufficient to meet average daily demand.

(e) No later than January 1, 2032, meter each service connection and monitor for water loss due to leakages.

(f) No later than January 1, 2032, have source system capacity, treatment system capacity if necessary, and distribution system capacity to meet fire flow requirements.

10609.63. This chapter does not apply to small water suppliers, or small water suppliers integrated into larger water systems, that voluntarily choose to instead comply with Chapter 3 (commencing with Section 10620) of Part 2.6.

CHAPTER 3. State Small Water Systems Serving 5 to 14 Service Connections, Inclusive, and Domestic Wells

10609.70. (a) (1) A county shall establish a standing county drought and water shortage task force to facilitate drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction, and shall invite representatives from the state and other local governments, including groundwater sustainability agencies, and community-based organizations, local water suppliers, and local residents, to participate in the task force.

(2) In lieu of the task force required by paragraph (1), a county may establish an alternative process that facilitates drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction. The alternative process shall provide opportunities for coordinating and communicating with the state and other local governments, community-based organizations, local water suppliers, and local residents on a regular basis and during drought or water shortage emergencies.

(3) A county that establishes a drought task force on or before January 1, 2022, shall be deemed in compliance with this subdivision as long as the task force continues to exist.

(b) A county shall develop a plan that includes potential drought and water shortage risk and proposed interim and long-term solutions for state small water systems and domestic wells within the county's jurisdiction. The plan may be a stand-alone document or may be included as an element in an existing county plan, such as a local hazard mitigation plan, emergency operations plan, climate action plan, or general plan. A county shall consult with its drought task force or alternative coordinating process as established by this section in developing its plan. A county shall consider, at a minimum, all of the following in its plan:

(1) Consolidations for existing water systems and domestic wells.

(2) Domestic well drinking water mitigation programs.

(3) Provision of emergency and interim drinking water solutions.

(4) An analysis of the steps necessary to implement the plan.

(5) An analysis of local, state, and federal funding sources available to implement the plan.

(c) The state board shall work with counties, groundwater sustainability agencies, technical assistance providers, nonprofit organizations, community-based organizations, and the public to address state small water system and domestic well community drought and emergency water shortage resiliency needs, including both of the following:

(1) Proactive communication to domestic well communities before a drought occurs, such as information on local bottled water and water tank providers.

(2) Funding for installation of basic drought and emergency water shortage resiliency infrastructure, such as well monitoring devices.

CHAPTER 4. State Agency Implementation

10609.80. (a) The department shall take both of the following actions to support implementation of the recommendations of its County Drought Advisory Group:

(1) Maintain, in partnership with the state board and other relevant state agencies, the risk vulnerability tool developed as part of the County Drought Advisory Group process and continue to refine existing data and gather new data for the tool, including, but not limited to, data on all of the following:

(A) Small water suppliers and nontransient noncommunity water systems serving a school.

(B) State small water systems and rural communities.

(C) Domestic wells and other self-supplied residents.

(2) Update the risk vulnerability tool for small water suppliers and rural communities periodically, by doing all of the following:

(A) Revise the indicators and construction of the scoring as more data becomes readily available.

(B) Make existing and new data publicly available on the California Open Data internet web portal.

(C) In consultation with other relevant state agencies, identify deficits in data quality and availability and develop recommendations to address these gaps.

(b) (1) The department, in collaboration with the state board and relevant state agencies, shall establish a standing interagency drought and water shortage task force to facilitate proactive state planning and coordination, both for predrought planning and postdrought emergency response, to develop strategies to enhance collaboration between various fields, and to consider all types of water users.

(2) The interagency drought and water shortage task force shall include representatives from local governments, community-based organizations, nonprofit technical assistance providers, the public, and experts in land use planning, water resiliency, and water infrastructure.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

December 16, 2025

WHEREAS, Division 1 of Title 3 of the Orange County Codified Ordinances and the California Emergency Service Act provide for the development and adoption of emergency plans for meeting any condition constituting a local emergency or state of emergency; and

WHEREAS, this Board previously adopted separate emergency plans: the County of Orange Emergency Operations Plan and the Orange County Operational Area Emergency Operations Plan, and in 2017 found it to be in the County's best interest to combine and update them into a single plan entitled the County of Orange and Orange County Operational Area Unified Emergency Operations Plan ("Unified EOP"); and

WHEREAS, the Unified EOP represents the combined responsibilities of the County of Orange ("the County") for emergency preparedness, response, and recovery by assigning specific responsibilities to County agencies, local government jurisdictions, and other emergency response partners; and

WHEREAS, the Unified EOP establishes an emergency management organization and assigns functions and tasks consistent with California's Standardized Emergency Management System and the National Incident Management System; and

WHEREAS, the Unified EOP provides for the integration and coordination of planning efforts of the County and of all Operational Area jurisdictions when required; and

WHEREAS, Senate Bill 552 (Stats. 2021, Hertzberg), added Sections 10609.50-10609.80 to the California Water Code, which assigned new responsibilities and requirements at the State of California and local levels to help small water suppliers and rural communities reduce their risks of inadequate water supply amid a water shortage event that could be caused by droughts or other emergencies such as wildfires, earthquakes, floods, or other local emergencies; and

WHEREAS §10609.70 requires counties to establish a drought and water shortage task force and develop a plan that addresses drought and water shortage risk and solutions for state small water systems and domestic wells within each county's jurisdiction, and that the plan can be included as an element of a county's emergency operations plan; and

WHEREAS, Orange County Public Works ("OCPW") and Orange County Sheriff's-Coroner Department ("OCSD"), Emergency Management Division worked collaboratively with local jurisdictions to establish a Drought Task Force and create the Orange County Domestic Well Drought Resiliency Plan ("the Plan"); and

WHEREAS, the Plan has been reviewed by affected emergency services agencies, as well as by County staff, and provides the policies, organization, and responsibilities of County departments and agencies to meet the requirements of §10609.70; and

WHEREAS, the Plan was approved by the Emergency Management Council and Operational Area Executive Board on November 12, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors does hereby approve and adopt as an Annex to the County of Orange and Orange County Operational Area Emergency Operations Plan, the Orange County Domestic Well Drought Resiliency Plan dated November 2025 and authorizes distribution of the Plan for immediate implementation.

BE IT FURTHER RESOLVED that OCPW and OCSD's Emergency Management Division is authorized to incorporate this Plan into the Unified EOP, and to address any federal or state mandated regulations necessary to implement this Plan.

Letter of Promulgation

December 16, 2025

Members of the Board of Supervisors
County of Orange Department Heads
Operational Area Jurisdictions
American Red Cross of Orange County
California Office of Emergency Services

Dear Emergency Response and Recovery Officials,

Herewith is presented the Orange County Domestic Well Drought Resiliency Plan ("Plan"). This Plan has been adopted by Resolution by the Orange County Board of Supervisors on December 16, 2025. This Plan has been approved by the County of Orange Disaster Council, known as the Emergency Management Council, and the Orange County Operational Area Executive Board, which represents the political subdivisions of Orange County as described in the Operational Agreement and the California Standardized Emergency Management System.

This plan, in accordance with Senate Bill (SB) 552, is to address water shortage scenarios for state small water systems (SSWS) and domestic wells. An SSWS is defined as a water system that provides piped water to the public for human consumption for at least 5, but not more than 14, service connections, and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year [Health and Safety Code (HSC) Section 116275(n)]. A domestic well is defined as a groundwater well used to supply water for the domestic needs of an individual residence or a water system that is not a public water system and that has no more than four service connections [HSC Section 116681(i), with equivalent definition in California Water Code (CWC) Section 1060951(k)]. The County itself is not a water supplier. Instead, multiple municipal agencies and water districts are responsible for providing drinking water to the residents of the County. There are no SSWS operating within the County, and very few residences are dependent on domestic wells. Therefore, the scope of this plan extends to only a small fraction of County residents, and the potential emergency responses described herein are not directly managed or implemented by the County.

Sincerely,

Doug Chaffee
Chair, Fourth District
Orange County Board of Supervisors

RECEIVED
2025 DEC 10 AM 11: 12
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Memorandum

NA for RF

To: Robin Stieler, Clerk of the Board

From: Katrina Foley, Fifth District Supervisor

Date: December 9, 2025

S280

RE: Add Supplemental Item for the December 16, 2025 Meeting of the Board of Supervisors

Please place a supplemental item on the December 16, 2025 meeting of the Board of Supervisors to collect public comment and for a resolution opposing new offshore oil drilling and direct CEO Legislative Affairs staff to submit resolution and all public comment to Bureau of Ocean Energy Management opposing their 5-year plan to expand new offshore oil drilling off of California's Coast before January 23, 2026.

Background: Orange County's 42 miles of coastline are vital to our economy and quality of life. One third of Orange County's tourism economy is sustained by the ocean economy. The federal government's planned expansion of new offshore oil drilling along the Southern California coast is reckless and unnecessary, reversing long-standing protections put in place due to oil spill risks. According to the United States Energy Information Administration, the United States achieved energy independence in 2019, producing more energy than the nation consumes. New drilling threatens coastal communities, ecosystems, and tourism-dependent economies. More than 1,800 existing drilling leases remain unused, further highlighting how unnecessary new leases off the California coast. Orange County lived the impacts of past spills, leading to one of the largest settlements from the oil and gas industry for consumers in OC history. This resolution affirms the County's commitment to protecting our coastline and preventing further environmental and economic catastrophe.

RESOLUTION OF THE ORANGE COUNTY BOARD OF SUPERVISORS OPPOSING NEW OFFSHORE OIL DRILLING

WHEREAS, Orange County's 42 miles of sandy beaches define our local identity, support our thriving coastal economy and family owed small businesses, fuel one third of the County's tourism economy, and support our quality of life; and

WHEREAS, offshore drilling and associated pipeline operations expose coastal communities to toxic oil spills that decimate local economies, threaten human health, disrupt recreation, harm marine life, and destroy critical wildlife habitat; and

WHEREAS, on October 1, 2021, Orange County witnessed first-hand the disastrous impacts of oil spills with more than 25,000 gallons of crude oil covering Huntington Beach's coast and traveling all the way to Dana Point causing more than $100 million in damage and economic losses, demonstrating the severe, long-lasting consequences of mismanaged offshore drilling infrastructure; and

WHEREAS, the California coastline provides a small amount of oil relative to the enormous economic, environmental, and public health risks posed by new offshore drilling, and risks the multi-billion-dollar coastal economy that supports local residents and businesses; and

WHEREAS, Ocean tourism and recreation provide $250 billion in GDP and ten times more jobs than the offshore oil industry, and rely on a clean and healthy coastal and ocean environment; and

WHEREAS, Widespread opposition for new offshore oil and gas development includes more than 400 municipalities, 2,500 elected officials, 59,000 businesses, and 500,000 fishing families, nationwide; and

WHEREAS, Orange County commits to working collaboratively at all levels of government to safeguard our coastline, ensure accountability, and advance policies that protect our coastal communities.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors hereby opposes any new offshore oil drilling and directs staff to submit a letter of opposition to the Bureau of Ocean Energy Management expressing the County's firm opposition to the Administration's new offshore oil drilling proposal.

Board of Supervisors

Memorandum

RECEIVED
2025 DEC 10 AM 11:02
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date:	12/16/2025
To:	Robin Stieler, Clerk of the Board
From:	Vice Chair Katrina Foley, Fifth District
Re:	Supplemental Item for the 12/16/2025 Meeting of the Board of Supervisors

S28E

Supplemental Agenda Item Title: Request the Chair of the Board of Supervisors sign the Irvine-Laguna Wildlife Corridor Partner Charter, signifying the County of Orange's support for implementing the Irvine-Laguna Wildlife Corridor (Wildlife Corridor).

Summary: Vice Chair Foley requests that the Board of Supervisors approve the County of Orange's participation in the Irvine-Laguna Wildlife Corridor Partner Charter. The Charter provides a voluntary framework for collaboration among local governments, nonprofit organizations, and community stakeholders to support the implementation of the Irvine-Laguna Wildlife Corridor.

The Corridor is a critical linkage between the coastal parks and preserves of South Orange County and the Cleveland National Forest. It encompasses 22,000 acres of protected wilderness habitat within the Natural Communities Conservation Plan/Habitat Conservation Plan (NCCP/HCP) and connects to more than 450,000 acres of inland wilderness. Decades of urbanization have fragmented this landscape, impeding wildlife movement and threatening ecosystem health.

Recommended Action Items:

1. Request the Chair of the Board of Supervisors sign the Irvine-Laguna Wildlife Corridor Partner Charter to signify the County of Orange as a partner agency to the Irvine-Laguna Wildlife Corridor.

Laguna Greenbelt, Inc.

Protecting Open Space in Orange County since 1968
P.O. Box 860, Laguna Beach 92652
lagunagreenbelt.org
wildlifecorridor.org

Partner Charter

Support for a Functional, Sustainable Irvine-Laguna Wildlife Corridor

Purpose of the Charter: This Partner Charter provides a voluntary avenue for partner organizations and government entities to signify collaboration in implementing the Irvine-Laguna Wildlife Corridor (Wildlife Corridor).

The Project: The coastal portion of the south Orange County Natural Communities Conservation Plan/Habitat Conservation Plan (NCCP/HCP) encompasses 22,000 acres of protected wilderness habitat offering multiple benefits to wildlife and people. This portion of the NCCP/HCP is a gateway into more than 450,000 acres of wilderness habitat in the Cleveland National Forest that is a regionally important ecosystem. These two areas are separated by decades of ongoing urbanization which has caused fragmentation of the landscape making it difficult for many animals to move between the coastal and inland reserves.

Upon successful completion, the Wildlife Corridor will facilitate wildlife movement between the coastal parks and preserves and the Cleveland National Forest. Wildlife corridors in general, and this Corridor in particular, are an essential tool for mitigating the effects of urbanization and landscape fragmentation by preserving a pathway for wildlife movement between landscapes. Connectivity fosters genetic diversity and wildlife movement critical for ecosystem health. Furthermore, as a designated 'climate change corridor' (Olsen, et al 2009), this last available Corridor is essential for maintaining resiliency in the face of climate change. Without this vital connection, the coastal ecosystem will continue to degrade over time due to genetic isolation.

Completed in 2019, the Irvine Wildlife Camera Monitoring Study showed both the lack of targeted species – deer, bobcats, coyotes, and other small mammals -- using the Corridor, and the negative impacts of high human intrusion. The Study underscored the importance of a functional, sustainable wildlife corridor connecting the coastal and inland wilderness areas and made specific recommendations for improving Corridor function. Since the completion of the Study, the Irvine-Laguna Wildlife Corridor Working Group has researched possible opportunities for the funding and implementation of improvements that address the barriers identified in the Study (e.g., riprap and sediment removal, vegetation management and fencing, among other solutions).

Partners: The Laguna Greenbelt, Inc. is committed to bringing the vision of a completed and functional Corridor to reality by empowering the Irvine-Laguna Wildlife Corridor Working Group to collaborate with local stakeholders and Partners. Partners will be supporting the Corridor by actively participating in upcoming conversations and convening and other activities focused on honing, planning, and implementing specific remediations. By signing this Partner Charter, the organizations and government entities essential to success, signify collaboration in implementing the Irvine-Laguna Wildlife Corridor.

Signed: Dated:

_____ _____

Current Partners:

City of Aliso Viejo
City of Irvine
City of Laguna Beach
City of Laguna Woods
Aliso Viejo Community Association (AVCA)
California Cultural Resources Preservation Alliance Inc. (CCRPA)
California Native Plant Society
Chino Hill State Park Interpretive Association
Coastal Corridor Alliance
Coastal Greenbelt Authority
Crystal Cove Conservancy
Endangered Habitats League (EHL)
Friends of Harbors, Beaches and Parks (FHBP)
Hills for Everyone
Laguna Beach Canyon Alliance of Neighborhoods Defense Organization (CANDO)
Laguna Canyon Conservancy (LCC)
Laguna Canyon Foundation (LCF)
OC Habitats
Pomona Valley Audubon
Still Protecting Our Newport (SPON)
Village Laguna

Partner Charter Supporters:

City of Aliso Viejo

City of Irvine

City of Laguna Beach

City of Laguna Woods

California Cultural Resources Preservation Alliance Inc. (CCRPA)

California Native Plant Society

Chino Hill State Park Interpretive Association

Coastal Corridor Alliance

Coastal Greenbelt Authority

Crystal Cove Conservancy

Endangered Habitats League (EHL)

Friends of Harbors, Beaches and Parks (FHBP)

Hills for Everyone

Laguna Canyon Conservancy (LCC)

Laguna Canyon Foundation (LCF)

OC Habitats

Pomona Valley Audubon

Still Protecting Our Newport (SPON)

Village Laguna

County Executive Office

Memorandum

RECEIVED
2025 DEC 11 AM 9:14
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

December 10, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.12.10 14:43:46 -08'00'

Subject: Supplemental Request According to Board Rule 21

S28F

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 16, 2025, Board Hearing.

Agency: County Executive Office, Office of Care Coordination
Subject: Approve Contract for Prevention and Shelter Diversion
Districts: All Districts

Reason Item is Supplemental: The Contract for Prevention and Shelter Diversion is being presented as Supplemental to the Board of Supervisors (Board) as a result of extensive contract negotiations, in support of meeting funding source expenditure and obligations, and following the Orange County Continuum of Care Board's approval at the December 5, 2025, meeting. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board"

Justification: The Contract for Prevention and Shelter Diversion cannot be delayed given that the Contractor has to operationalize and implement the services as described in the Contract of Prevention and Shelter Diversion in an expedited timeline to ensure funding source expenditures are met. Failure to meet these expenditure milestones, jeopardizes state funding and limits the County's ability to respond to the needs of households at risk of homelessness and support households in remaining stably housed.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: 8167FA04-3693-44EC-92EB-AA1B05D68B70

Agenda Item S28F
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2025 DEC 11 AM 9:14
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	12/16/25
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS	
DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Digitally signed by Michelle Aguirre Date: 2025.12.10 14:42:38 -08'00' *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Douglas Becht (714) 834-2323 Zulima Lundy (714) 834-6805

SUBJECT: Approve Contract for Prevention and Shelter Diversion

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.12.10 14:42:18 -08'00'	Approve agreements as to form	Choose an item.
CEO Signature	*Action* DocuSigned by: Christopher Anderson *County Counsel Signature*	Choose an item.

Budgeted: No **Current Year Cost:** $394,548 **Annual Cost:** FY 2026-27 $745,580

Staffing Impact: No **# of Positions:** **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: State: 100% (HHAP) **County Audit in last 3 years:** No
Levine Act Review Completed: Yes
Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or Deputized designee to execute Contract with Volunteers of America of Los Angeles for Prevention and Shelter Diversion in an amount not to exceed $1,140,128, effective December 16, 2025, through June 30, 2027, renewable for three and a half additional one-year terms.

2. Pursuant to Contract Policy Manual Section 3.3-224, 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 each Contract. The use of this contingency cost interest is subject to approval requirement established by the County Procurement.

SUMMARY:

Approval of the Contract for Prevention and Shelter Diversion will provide individuals and families at risk of homelessness in Orange County with access to comprehensive homelessness prevention services, including financial assistance and case management, to maintain their permanent housing.

BACKGROUND INFORMATION:

The Homeless Housing, Assistance and Prevention (HHAP) Program was established by the State of California to provide local jurisdictions with funds to support regional coordination and expand or develop a unified response to homelessness, and funding to continue the efforts to end homelessness through permanent housing and supportive services informed by best practices.

The County of Orange's (County) Office of Care Coordination serves as the administrative entity and collaborative applicant for the HHAP Program on behalf of the Orange County Continuum of Care (CoC).

On August 28, 2025, the Office of Care Coordination issued a Request for Proposals (RFP) to seek qualified providers for Services Coordination, Permanent Housing Delivery, and Prevention and Shelter Diversion Services to be funded with HHAP. The RFP solicited for three program components:

a. Program A: Services Coordination and Services Coordination for Transitional Aged Youth (TAY)
b. Program B: Permanent Housing Delivery and Permanent Housing Delivery for TAY
c. Program C: Prevention and Shelter Diversion Services

There were seven (7) respondents to the RFP for Program C: Prevention and Shelter Diversion Services. A five-member panel with expertise in program design and administration evaluated the proposals and recommended award to the highest ranked proposers, whose proposal most met the needs and requirements set forth in the RFP. The Office of Care Coordination has completed successful negotiations and recommends award of contract to Volunteers of America of Los Angeles (VOALA) for Prevention and Shelter Diversion Services. See Attachment C for RFP Evaluation Criteria and Summarized Score Sheet.

Program C: Prevention and Shelter Diversion Respondent Scores

Respondent	Aggregate Scores
VOALA	2,272
People Assisting the Homeless (PATH)	2,242
Families Forward	2,226
Mercy House Living Centers	2,136
The Orange County Asian and Pacific Islander Community Alliance, Inc. (OCAPICA)	2,005
WISEPlace	1,980
Thomas House Temporary Shelter	1,936

The evaluation panel deemed the proposal submitted by VOALA to be responsive based on their experience and services to be provided and recommended the contract to be awarded. Notice of Intent to Award was issued on November 25, 2025. No protests were received from the other RFP respondents.

Scope of Services:

Under the proposed Contract, the Prevention and Shelter Diversion Services (Program) will provide case management services and homelessness prevention assistance to individuals and families at risk of experiencing homelessness and will serve the North, Central and South Service Planning Areas (SPAs) of

Orange County. The Program will combine direct financial prevention assistance with housing-focused case management to prevent households from entering homelessness and support them in achieving housing stability. The Program will assist participants in accessing appropriate resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services. The Program will follow Housing First principles and incorporate evidence-based approaches to address barriers and economic stability.

The Program will include the following services at minimum:

a. Implementation of a structured referral process that ensures accessibility and efficiency. This will include receiving referrals from homeless service providers and community-based organizations, as well as establishing clear timelines for subsequent engagement with potential participants and subsequent assessment and screening.
b. Implementation of an eligibility screening process that includes a problem-solving and diversion conversation and appropriately ensures Participant is at risk of homelessness.
c. Intake and assessment to engage and enroll Participant households in the Program and to ensure understanding of the history of participation in other homeless service assistance programs and collection of necessary demographic information.
d. Creation of an Individualized Housing and Service Plan (IHSP) to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.
e. Engagement, negotiation, and advocacy with landlords to resolve issues that may arise around past due rent and/or eviction proceedings.
f. Housing navigation services, as needed for households in need of relocating, including support with identifying and securing an affordable and sustainable unit.
g. Housing-focused case management services to support Participant households with developing the skills and resources to maintain their housing and prevent homelessness, including life skills development and budgeting.
h. Provision of case management services intended to help Participants navigate and address barriers to housing stability including connections to employment services, job training, mainstream benefits, healthcare, behavioral health, legal aid, financial literacy services, and rental counseling. This includes field-based case management services, including home visits, to support Participants in navigating and accessing resources, attending appointments related to their IHSP, attending housing-related and other appointments as needed.
i. Provision of financial assistance that prevents the household from entering homelessness, including rental arrears, rental assistance, utility arrears, utility assistance, and eviction prevention.

Performance Outcomes:

The outcome measures for the Program are detailed below.

a. Assist a minimum of 100 eligible participant households by providing all components of the Program during the term of the contract
b. 85 percent of participants will have an Individualized Housing and Service Plan within thirty (30) calendar days of program enrollment
c. Of participants enrolled in the Program, 90 percent will retain housing at 12 months
d. At minimum, 30 percent of participants will increase their income during program enrollment
e. At minimum, 25 percent of participants will be referred to behavioral health services
f. At minimum, 25 percent of participants will be referred to healthcare services
g. At minimum, 15 percent of participants will be referred to substance use services
h. At minimum, 15 percent of participants will be referred to mainstream benefits
i. At minimum, 10 percent of participants will be referred to employment services

The Orange County CoC Board approved the recommended provider to provide Prevention and Shelter Diversion Services and to HHAP funding allocated to the at a special meeting of the CoC Board on December 5, 2025.

The agreed upon Scope of Services outlined in the Contract is in alignment with the Prevention and Housing Pillar's best practices, guiding principles and commitment as detailed in the Homeless Service System Pillar Report as approved by the Commission to Address Homelessness.

The Orange County Preference Policy is not applicable to this Contract Award. The appropriate due diligence has been conducted and the non-profit has been verified to be in good standing. The Office of Care Coordination has verified that there are no concerns that must be addressed in respect to VOALA's ownership/name, litigation status or conflicts with County interest. The Contract with VOALA does not include subcontractors or pass through to other providers. See Attachment B for the Contract Summary Form. An analysis was completed to verify the contract provides County with persons specially trained, experienced, expert and competent to perform the special services in accordance with the law.

The Contract is being submitted for the Board's approval less than 30 days prior to the start of the contract due to ongoing and extensive negotiations, funding source restrictions, and required Continuum of Care Board approval.

The Office of Care Coordination requests the Board approve the Contract with VOALA as referenced in the Recommended Actions above. Approval of Recommended Actions will support the County's effort to build a responsive System of Care that meets the needs of different segments of the homeless population in achieving housing and increased income.

FINANCIAL IMPACT:

The appropriations for the Contract are included in FY 2025-26 Mid-Year Budget Adjustment Report (MBAR) for Office of Care Coordination, Budget Control 018 and will be offset by Transfers In from Care Coordination Fund, Fund 12L.

The Contract includes provisions allowing the County to terminate the Contract, reduce the level of services, and/or renegotiate the levels of services provided, as necessary. This includes a notice that allows the County adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Contract with Volunteers of America of Los Angeles
Attachment B – Contract Summary Form with Volunteers of America of Los Angeles
Attachment C – RFP Evaluation Criteria and Summarized Score Sheets

Docusign Envelope ID: 4526B839-F715-4B21-87E8-5629AC51B9AC

Contract MA-017-26010686

For

Prevention and Shelter Diversion Services

Between

County of Orange

And

Volunteers of America of Los Angeles

Docusign Envelope ID: 4526B839-F715-4B21-87E8-5629AC51B9AC

CONTRACT

MA-017-26010686 Between
County of Orange
And
Volunteers of America of Los Angeles
For
Prevention and Shelter Diversion Services

This Contract MA-017-26010686 for Prevention and Shelter Diversion Services in the North, Central, and South Service Planning Areas (SPAs) (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 Volunteers of America of Los Angeles, a California Non-Profit (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 and Exhibit, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Exhibit I – Homeless Pillars Attestation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Prevention and Shelter Diversion Services in the North, Central, and South Service Planning Areas under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Prevention and Shelter Diversion Services in the North, Central, and South Service Planning Areas as set forth herein, and Contractor represented that it is qualified to provide Prevention and Shelter Diversion Services in the North, Central and South Service Planning Areas to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Prevention and Shelter Diversion Services in the North, Central, and South Service Planning Areas (SPAs) 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 A; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Prevention and Shelter Diversion Services, in the North, Central, and South Service Planning Areas with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Docusign Envelope ID: 4526B839-F715-4B21-87E8-5629AC51B9AC

I. 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 services is of the essence in this Contract. County reserves the right to refuse any services that do not conform to the prescribed scope of work. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

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 services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

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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.

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.

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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 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.

Docusign Envelope ID: 4526B839-F715-4B21-87E8-5629AC51B9AC

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. 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.

21. 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.

22. 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

Docusign Envelope ID: 4526B839-F715-4B21-87E8-5629AC51B9AC

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.

23. 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.

24. 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.

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.

25. 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

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not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

26. 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.

27. 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.

II. 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.

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. 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.

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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).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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.

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.

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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

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

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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

7. Professional Liability

Minimum limits and coverage

$1,000,000 per claims-made or occurrence; $1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

8. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

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9. Employee Dishonesty (Client Coverage)

Minimum limits and coverage

$100,000 per occurrence

(Limit commensurate limit with exposure)

Required Endorsements

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

III. ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Services Coordination, Permanent Housing Delivery, and Prevention and Shelter Diversion 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 December16, 2026 and shall continue through June 30, 2027, unless otherwise terminated as provided herein.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for three and a half (3.5) years. 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 Procurement Agent (DPA).

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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, 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.

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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" Article 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.

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.

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10. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. 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 timelines. 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.

12. Contractor Personnel – Reference Checks:

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.

13. Contractor's Expense:

The Contractor will be responsible for all costs related to photocopying, 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.

14. 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

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furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Procurement 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.

15. 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 Procurement Agent.

16. 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 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.

17. 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 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" 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 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

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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.

18. 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.

19. 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.

20. 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 Procurement 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.

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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 Procurement 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 "Termination" herein.

21. 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.

22. 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

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$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."

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.

23. 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.

24. 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.

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25. 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 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.

26. Headings:

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

27. 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.

28. 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.

29. 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

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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 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.

30. 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.

31. 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.

32. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement 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.

33. 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 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,

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reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

34. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

35. 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.

36. 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.

37. 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:	Volunteers of America of Los Angeles
Attn:	Veronica Lara
Address:	3600 Wilshire Boulevard Suite 1500 Los Angeles, CA 90010
Phone:	N/A
Email:	verolara@voala.org

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County's Project Manager: County Executive Office - Office of Care Coordination	
Attn:	Zulima Lundy
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-4348
Email:	zulima.lundy@ceo.oc.gov

cc: County Executive Office - Office of Care Coordination/Procurement Services	
Attn:	Eric Axe, County DPA
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-7273
Email:	eric.axe@ceo.oc.gov

III. ADDITIONAL TERMS AND CONDITIONS, BUSINESS ASSOCIATE AGREEMENT

1. Obligations and Activities of Contractor as Business Associate Additions

A. If Contractor receives Social Security data from County provided to County by a state agency, upon request by County, Contractor shall provide County with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.

B. Contractor will notify County if Contractor is named as a defendant in a criminal proceeding for a violation of Health Insurance Portability and Accountability Act (HIPAA). County may terminate the Contract if Contractor is found guilty of a criminal violation in connection with HIPAA. County may terminate the Contract if a finding or stipulation that Contractor has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which Contractor is a party or

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has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Contract.

C. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the Contract, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

D. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the HIPAA regulations and other applicable laws relating to the security or privacy of Protected Health Information (PHI). Upon County's request, Contractor agrees to promptly enter into negotiations with County concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event:

1. Contractor does not promptly enter into negotiations to amend this Business Associate Contract when requested by County pursuant to this Section; or

2. Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that County deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

2. <u>Security Rule Additions</u>

A. Contractor shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.

B. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. Contractor will provide County with its current and updated policies upon request.

C. Contractor shall ensure the continuous security of all computerized data systems containing electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall protect paper documents containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. These steps shall include, at a minimum:

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1. Complying with all of the data system security precautions listed under the Section titled "Data Security Requirements," below;

2. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of County;

3. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

D. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with County.

3. <u>Data Security Requirements</u>

A. Personal Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of County in connection with Contract, or access or disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.

2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Contractor's privacy policies and procedures, including termination of employment where appropriate.

3. Confidentiality Statement. All persons that will be working with PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following the termination of the Contract.

4. Background Check. Before a member of the workforce may access PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant

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technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

B. Technical Security Controls

1. Workstation/Laptop encryption. All workstations and laptops that store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County.

2. Server Security. Servers containing unencrypted PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable media devices. All electronic files that contain PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf County must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.

5. Antivirus software. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

7. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum

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within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

a. Upper case letters (A-Z)

b. Lower case letters (a-z)

c. Arabic numerals (0-9)

d. Non-alphanumeric characters (punctuation symbols)

8. Data Destruction. When no longer needed, all PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Other methods require prior written permission by County.

9. System Timeout. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

10. Warning Banners. All systems providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12. Access Controls. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. Transmission encryption. All data transmissions of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County outside the secure internal network must be encrypted using a Federal Information Processing Standards (FIPS)

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140-2 certified algorithm which is 128bit or higher, such as Advance Encryption Standard (AES). Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. Log Reviews. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a routine procedure in place to review system logs for unauthorized access.

3. Change Control. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Control

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Contract for more than 24 hours.

2. Data Backup Plan. Contractor must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department of Health Care Services (DHCS) PHI or Personal Information (PI) should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and County (e.g. the application owner) must merge with the DRP.

E. Paper Document Controls

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1. Supervision of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. Escorting Visitors. Visitors to areas where PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. Removal of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must not be removed from the premises of the Contractor except with express written permission of County.

5. Faxing. Faxes containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. Mailing. Mailings containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.

4. <u>Prohibited Uses and Disclosures</u>

A. Contractor shall not disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, except with the prior written consent of County and as permitted by 42 USC § 17935(d)(2).

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5. Personal Information Privacy and Security Contract

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. **Definitions:**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the County or DHCS, received by Contractor from the County or DHCS or acquired or created by Contractor in connection with performing the functions, activities and services specified in the Contract on behalf of the County.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores Pl.

B. **DHCS PI and PII Uses and Disclosure:**

1. Permitted Uses and Disclosures of DHCS PI and PII by Contractor. Except as otherwise indicated in these terms and conditions, Contractor may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the County pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.

2. Responsibilities of Contractor.

Contractor agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor 's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. Contractor will provide County with its current policies upon request.

c. Security. Contractor shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. Contractor shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

i. Complying with all of the data system security precautions listed in the Section titled "Data Security Requirements" of the Business Associate Contract; and

ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

iii. If the data obtained by Contractor from County includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA

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and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any of Contractor's agents or subcontractors, to whom Contractor provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of DHCS PI or PII by Contractor or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. Contractor 's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom Contractor subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Contractor receives DHCS PII, upon request by County and/or DHCS, Contractor shall provide County and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with County. With respect to DHCS PI, to cooperate with and assist the County to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, Contractor agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. Contractor agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with the Section titled "Breach Discovery and Notification," of the Business Associate Contract to the Contract.

i. Designation of Individual Responsible for Security. Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the County.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Volunteers of America of Los Angeles, a California Non-Profit Corporation

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
Signed by: Veronica Lara, Chief Operating Officer 68C99D4ADCA548A...		Vice President of Operations, Chief Operating Officer	12/3/2025

Signature	Name	Title	Date

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
Signed by: Christopher Anderson, County Counsel FD52599179CA41C...	nderson, County Counsel	**Deputy**	12/3/2025

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ATTACHMENT A

1. BACKGROUND

A. The Homeless Housing, Assistance and Prevention (HHAP) Program provides local jurisdictions with funds to support regional coordination, the development of a unified response to homelessness, and funding to continue the efforts to end homelessness through permanent housing and supportive services informed by best-practices. The HHAP Program prioritizes the strategic pairing of these funds with other local, state, and federal funds, with an emphasis on supporting programs and projects with the most impactful use of funds. HHAP funded service coordination programs should demonstrate clear pathways to connect people to permanent housing opportunities. HHAP funded projects should be low barrier and must be compliant with the State of California's Housing First criteria. HHAP funded services should be delivered in a trauma informed and culturally responsive manner.

2. TARGET POPULATION

A. Contractor is to provide Homelessness Prevention and Shelter Diversion Services (Program) to individuals, families, and older adults at risk of experiencing homelessness in the North, Central, and South Service Planning Areas (SPAs) of Orange County. The Program will prioritize households that have income that does not exceed 30% of Area Median Income (AMI) at the time of enrollment. Households exceeding 30% AMI may be assisted provided they meet the eligibility criteria for the Program.

B. Contractor is to confirm eligibility and review of supporting forms and documentation for Participant households to ensure their eligibility for assistance.

C. Eligible Participants households are those who are at risk of homelessness as defined by an individual or family who does not have sufficient resources immediately available to prevent them from moving to an emergency shelter or another place not meant for human habitation.

D. Eligible Participants include those that are at imminent risk of homelessness as defined by an individual or family who will imminently lose their primary nighttime residence, provided that:
   1. Residence will be lost with 14 days of the date of application for homeless assistance;
   2. No subsequent residence has been identified; and
   3. The individual or family lacks the resources or networks needed to obtain other permanent housing.

E. Participant households should meet one or more of the following criteria to be eligible for assistance, and assistance should follow the prioritization guidelines described:
   1. Currently in formal eviction proceedings and who are at imminent risk of homelessness. Participant households eligible under these criteria will receive first priority for assistance.
   2. Has been notified in writing that their current housing or living situation will be terminated. Participant households eligible under this criteria will receive second priority for assistance.
   3. Has demonstrated housing precarity as determined by Contractor through analysis of combined contributing financial factors including income, rent burden that exceeds 50% of the household income, rental arrears, medical bills, and unforeseen expenses that hinder

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that household's ability to sustain rent in the immediate future without stabilizing assistance. Participant households eligible under this criteria will receive assistance once first and second priority households have been connected to assistance.

F. At the time of program enrollment, eligible Participants households must meet the above criteria of individuals and families at risk of experiencing homelessness in Orange County. The Program should prioritize and focus on assisting individuals and families that are at imminent risk of homelessness.

3. PROGRAM DESCRIPTION

A. Scope of Services Overview

1. The purpose of this Contract is for Contractor to provide Homelessness Prevention and Shelter Diversion Services in Orange County (Program) in support of the County's implementation of a responsive Homeless Service System. Program provides comprehensive homelessness prevention services to support individuals and families at risk of experiencing homelessness with maintaining permanent housing while assisting communities in reducing the number of households entering homelessness in the North, Central, and South SPAs.
2. Contractor shall perform all services set forth in the program description and will be responsible for administering program funded with HHAP funds, as described as follows, in a manner satisfactory to County and consistent with any standards required as a condition of providing HHAP funds, including but not limited to Health and Safety Code (HSC) § 5021(a-q), HSC § 50219(c)(1-8), HSC § 50221(a)(1-4), Welfare and Institutions Code (WIC) sections 189999-18999.6, Senate Bill (SB) 1380, and Welfare and Institution (W&I) Code 8255.
3. Contractor shall adhere to all applicable regulations associated with federal and/or state funding sources, including but not limited to the HHAP. Contractor shall ensure all program policies and procedures are in compliance with required federal and/or state regulations. Program must operate in accordance with Housing First Principles as defined in WIC Section 8256 and further outlined in All County Letter (ACL) 19-114.

B. Description of Services

1. The Program will provide case management services and homelessness prevention assistance to individuals, families and older adults at risk of experiencing homelessness, and will serve the North, Central, and South SPAs of Orange County. The Program will combine direct financial prevention assistance with housing-focused case management to prevent households from entering homelessness and support them in achieving housing stability. The Program will leverage California Advancing and Innovating Medi-Cal (CalAIM) benefits whenever possible, in a non-duplicative way to ensure that Participants access the housing and healthcare resources they are eligible for.
2. The Program will be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing stability. This may require having extensive staffing with appropriate training to better support general management, case management, and security services at the Program. The Program will assist Participants at risk of homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream

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services, housing, navigating application and enrollment processes, and providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability.

3. The Homelessness Prevention and Shelter Diversion Program shall include the following services at minimum:
    a. Implementation of a structured referral process that ensures accessibility and efficiency. Contractor shall develop a mechanism to receive referrals from homeless service providers and community-based organizations, as well as establishing clear timelines for subsequent engagement with potential participants and subsequent assessment and screening. This includes receiving referrals from and coordinating with the Coordinated Entry System (CES), community organizations, 2-1-1 Orange County, County departments and programs. Contractor shall coordinate outreach efforts to non-profit service provider agencies and ensure that eligible households are aware of the services available through the Program.
    b. Implementation of an eligibility screening process that includes a problem-solving/diversion conversation and appropriately ensures Participant need and eligibility including verification of income and documentation that demonstrates the Participant is at risk of homelessness.
    c. Intake and assessment to engage and enroll Participant households in the Program and to ensure understanding of the history of participation in other homeless service assistance programs and collection of necessary demographic information.
    d. Creation of an Individualized Housing and Service Plan (IHSP) within 30 days of program enrollment. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.
    e. Engagement, negotiation, and advocacy with landlords to resolve issues that may arise around past due rent and/or eviction proceedings. Provision of support to mitigate and resolve any future issues or conflicts that arise between Participants and landlords.
    f. Housing navigation services as needed for households in need of relocating, including support with identifying and securing an affordable and sustainable unit.
    g. Housing-focused case management services to support Participant households with developing the skills and resources to maintain their housing and prevent homelessness, including life skills development and budgeting. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the IHSP and support housing retention.
    h. Provision of case management services intended to help Participants navigate and address barriers to housing stability including connections to employment services, job training, mainstream benefits, healthcare, behavioral health, legal aid, financial literacy services, and rental counseling. This includes field-based case management services, including home visits, to support Participants in navigating and accessing resources, attending appointments related to their IHSP, attending housing-related and other appointments as needed.

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i. Provision of financial assistance that prevents the household from entering homelessness including:
    i. Rental arrears not to exceed $15,000
    ii. Rental assistance, up to 3 months. Rental assistance beyond the 3 months should be provided on a case-by-case basis as approved by the County.
    iii. Utility arrears
    iv. Utility assistance
    v. Eviction prevention
    vi. Other direct financial assistance that supports housing stability, with County approval.

j. Ensure that Participants who are not connected to Medi-Cal and those who may not be eligible for CalAIM have access to the services offered by the program. Support eligible Participants to enroll in CalAIM services.

k. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.

l. Completion of follow-up assessment to confirm and document the Participant household housing status at 6-months and 12-months from the date of Program enrollment.

4. Essential Requirements – Contractor shall:
    a. Ensure the Program will operate during regular business hours, eight (8) hours a day, five (5) days a week and maintain a holiday schedule consistent with the County's schedule unless otherwise approved
    b. Operate the Program to include flexibility to meet eligible Participants outside typical hours of operation to accommodate needs related to employment or other appropriate factors.
    c. Have a 24-hour contact available with capability to respond to after-hours and weekend crises.
    d. Ensure that services will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures.
    e. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to keep Participant information and PII private, confidential, and secure.
    f. Work in partnership with County to deliver services as outlined in the Program by being responsive to the needs of the households eligible for services.
    g. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management, staff responsibilities, and coordination.
    h. Track program costs and ensure eligibility for payment within the funding requirements.
    i. Operate, maintain, coordinate and staff and resources for the Program.
    j. Coordinate with County agencies, the Orange County CoC and community- based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.
    k. Attend Monthly Provider Meetings regularly to provide feedback and updates to the County as needed.
    l. Participate in County community events as directed by the Office of Care Coordination

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to provide appropriate services to and support the target population.

5. Use of Funds
   a. Funds shall be used to provide services and operations of the Program as detailed in this Contract. The Program and eligible costs have been informed by best practices frameworks focused on providing emergency services to Participants and assistance in transitioning to permanent housing as quickly as possible.
   b. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved Participants throughout the prevention and diversion process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.
   c. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants make connections to supportive services and achieve stable housing.

4. PERFORMANCE METRICS

A. The following performance measures will be a requirement of this Contract:
   1. Contractor will assist a minimum of 100 eligible Participant households by providing all components of The Prevention and Diversion Services Program during the term of the Contract. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.
   2. Maintain a minimum of 25 unduplicated, eligible Participant households in a caseload per case manager
   3. Of the Participants enrolled in the Program during the reporting period, 85% of Participants will have an IHSP within thirty (30) calendar days of program enrollment.
   4. Of the Participants enrolled in Program, 90% will retain housing at 12 months from the date of Program enrollment.
   5. At minimum, 30% of Participants will increase income during program enrollment.
   6. At minimum, 25% of Participants will be referred to behavioral health service.
   7. At minimum, 25% of Participants will be referred to healthcare services.
   8. At minimum, 15% of Participants will be referred substance use services.
   9. At minimum, 15% of Participants will be referred to mainstream benefits.
   10. At minimum, 10% of Participants will be referred to employment services.
   11. On an annual basis, at minimum, the Program must solicit Participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.
   12. Contractor shall meet the following drawdown and expenditure milestones:
       i. 50% of the total contract budget expended within nine (9) months of execution

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of contract

ii. 100% of total contract budget expended within 18 months of execution of contract

B. County in coordination with Contractor will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the Contract term. Monitoring visits may include, but are not limited to:
   1. Review of Participant file documentation
   2. Review of eligible activity and cost requirements established by federal and/or state program guidelines
   3. Review of policies and procedures and consistent adherence to Program practices
   4. HMIS, Compass OC, and other data entry completion
   5. Interviews with Program staff

C. County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

D. County shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.

5. REPORTING

A. Reporting Requirements
   1. Contractor shall maintain records and make statistical reports as required by Administrator.
   2. Contractor is required to submit reporting at regular intervals to County that details progress towards meeting Contracted performance measures.

B. Fiscal Reports
   1. Contractor shall submit monthly Year-End Projection Reports to Administrator, to be included in the monthly Expenditure and Revenue Reports. The Year-End Projections will report anticipated year-end actual costs and revenues for Contractor's Program described in the Services Paragraph of this Attachment A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.

C. Staffing Reports
   1. Contractor shall submit monthly Staffing Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Attachment A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by Administrator. The reports will be received by Administrator no later than twentieth (20th) day following the end of the month being reported. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.

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D. Programmatic Reports
   1. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect Participant-level data.
   2. Administrator may request additional Program reports of Contractor to determine the quality and nature of services provided hereunder. Administrator will be specific as to the nature of information requested and may allow up to fourteen (14) calendar days for Contractor to respond to request.
   3. Contractor shall submit additional reports as reasonably requested by County and may include the following metrics:
      a. Total number of eligible households that receive assistance;
      b. Composition of the households – demographics, size and type;
      c. Number of unduplicated Participants served;
      d. Caseload movement;
      e. Financial assistance expenditures;
      f. Length of assistance;
      g. Number of Participants exits and exit types;
      h. CES status – total number referrals entered into the CES program and related status:
      i. IHSP status – total number of plans established with Participants and related progress towards completion and
      j. Income increases for Participants.

E. Additional Reports
   1. Contractor shall submit additional reports as reasonably required by Administrator concerning Contractor's activities as they affect the duties and purposes contained in the Contract. Administrator will provide Contractor with at least fourteen (14) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.

F. Incident Reports
   1. Contractor shall report all special incidents to Administrator and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.

G. Subject to mutual agreement in writing, the Contractor and Administrator may alter the reporting requirements.

6. STAFFING

A. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated

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to subcontractors, Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this Program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting;
4. Maintain appropriate staffing levels;
5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
6. Effectively communicate and monitor the Program for its success;
7. Maintain communication between the Contract key staff and Program Administrators; and,
8. Act quickly to identify and solve problems.

B. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintain of such efforts which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.

C. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

	Period 1 December 16, 2025, to June 30, 2026	**Period 2 July 1, 2026, to June 30, 2027**
Admin	FTEs	FTEs
Program Manager I	0.02	0.02
Respite Admin Specialist I	0.04	0.04
Subtotal Admin FTEs	**0.06**	**0.06**
Program	FTEs	FTEs
Senior Case Manager II	2.00	2.00
Program Manager I	0.48	0.48
Respite Admin Specialist I	0.21	0.21
Subtotal Program FTEs	**2.69**	**2.69**
Total FTEs	**2.75**	**2.75**

D. Contractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

E. Contractor and Administrator may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment A to the Contract.

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7. BUDGET

A. Payments

1. County shall pay Contractor monthly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.
2. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.
3. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, Administrator may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.
4. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, Administrator may authorize an increase in the provisional amount payment to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.
5. Contractor's invoicing shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.
6. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
7. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.
8. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.
9. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Attachment A to the Contract.
10. County shall pay Contractor in accordance with the Payments Paragraph of this Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator and Contractor. The total of such payments shall not exceed the Maximum Obligation as specified in the Referenced

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Contract Provisions of the Contract.

	Period 1: December 16, 2025, to June 30, 2026	**Period 2: July 1, 2026, to June 30, 2027**
ADMINISTRATIVE COSTS		
Salaries	$5,070.00	$9,829.00
Benefits	$852.00	$1,651.00
Services & Supplies	$89.00	$165.00
Indirect Costs	$51,463.00	$97,250.00
SUBTOTAL ADMINISTRATIVE COSTS	**$57,474.00**	**$108,895.00**
PROGRAM COSTS		
Salaries	$96,340.00	$186,751.00
Benefits	$27,543.00	$53,391.00
Services & Supplies	$213,191.00	$396,543.00
SUBTOTAL PROGRAM COSTS	**$337,074.00**	**$636,685.00**
TOTAL COST	**$394,548.00**	**$745,580.00**
TOTAL MAXIMUM OBLIGATION	**$1,140,128.00**	

B. Budget/Staffing Modifications

1. Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by Administrator. Contractor shall submit a properly completed Budget/Staffing Modification Request to Administrator for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Contract period and/or future Contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Administrator prior to implementation by Contractor. Failure of Contractor to obtain written approval from Administrator for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs. Upon written request by Contractor, and at sole discretion of Administrator, Administrator may increase or decrease the Period One and/or Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of County, as specified in the Referenced Contract Provisions of this Contract.

C. Financial Records

1. Contractor shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which

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payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of Contractor shall be documented, and will be made in accordance with GAAP.

2. File Maintenance and Documentation
   a. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.
   b. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.
   c. Records providing a full description of each activity undertaken.
   d. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
   e. Other records necessary to document compliance with Subpart K of 24 CFR 570.
   f. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.
   g. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

8. Common Terms and Definitions

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.
   1. **Access Point** means the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.
   2. Admission means documentation, by Contractor, of completion of the entry and program enrollment into Homeless Management Information System.
   3. **Care Plus Program (CPP)** means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.
   4. **Case Management** means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.
   5. **Client or Participant** means an individual or family, referred by County or enrolled in Contractor's Program for services under the Contract, who are experiencing homelessness.
   6. **CES** means **Coordinated Entry System** and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for Participants. The Coordinated Entry System covers the geographic area of Orange

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County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.

7. **CES Community Queue** means a list of eligible Participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.
8. **CoC** means **Continuum of Care**, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The Continuum of Care strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are experiencing homelessness as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.
9. **County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care)** are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based Participant services, core organizational and administrative functions, and facility design and operations.
10. **Cultural Competency** – means consideration for cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.
11. **Data Collection System** means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System; however, victim service providers utilize comparable Data Collection Systems.
12. **Engagement** means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant (s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of Participants(s) is the objective of a successful Outreach.
13. **Family** means household with at least one minor child, household with an expectant mother, or household that are working towards reunification with minor children referred by the County.
14. **Harm Reduction** are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant's termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.
15. **Homeless Management Information System (HMIS)** means a database mandated by the U.S. Department of Housing and Urban Development used to collect Participant-level data on the

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provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

16. **Housing First Principles** means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, Participant choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness. This includes Access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, Participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some Participants' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.
17. **Housing Navigation** means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.
18. **Housing Specialist** means a specialized position dedicated to developing the full array of housing options for their program and monitoring their sustainability for the population served in accordance with the minimal housing standards policy set by County for their program. The Housing Specialist is also responsible for assisting Participants with applications to low-income housing, housing subsidies, senior housing, etc.
19. **Individuals** refers to adults aged 18 and older. Individuals may be single person households and adult-only households.
20. **Information and Referrals** refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, food pantries, support groups, etc.
21. **Intake** means the initial meeting between a Participant and Contractor's staff and includes an evaluation to determine if the Participant meets Program criteria and is willing to seek services.
22. **Motivational Interviewing** is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.
23. **Older Adults** means individuals aged 62 years and older.
24. **Outreach** means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in Contractor developing its own Participant referral sources for the programs it offers.
25. **Program Director** means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.
26. **Progressive Engagement** means a flexible, targeted and efficient approach to to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to

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stabilize.

27. **Referral** means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service.
28. **Service Planning Areas (SPA)** means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.
29. **System of Care Data Integration System (SOCDIS)** means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.
30. **Transitional Aged Youth (TAY)** refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.
31. **Trauma-Informed Care** requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.
32. **U.S. Department of Housing and Urban Development (HUD)** means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

B. **Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A to the Contract.**

Docusign Envelope ID: 4526B839-F715-4B21-87E8-5629AC51B9AC

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf
- Summary Document - https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf

Respondents/Bidders shall Complete, Sign and Submit Exhibit X with Proposal/Bid Response:

Docusign Envelope ID: 4526B839-F715-4B21-87E8-5629AC51B9AC

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

Please select which of the Homeless Service System Pillar(s) that applies to the services being proposed/bid.

- [x] **PREVENTION**
- [x] **OUTREACH & SUPPORTIVE SERVICES**
- [ ] **SHELTER**
- [x] **HOUSING**

Please provide a brief description to outline how your proposal/bid meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit X.

Prevention - Prevention efforts are grounded in the belief that stable housing and early intervention are the most effective safeguards against homelessness. Our approach prioritizes identifying individuals and households at imminent risk and providing them with the critical supports necessary to avoid entry into homelessness altogether. This includes proactive case management, resource navigation, and timely financial interventions where applicable to stabilize housing before a crisis escalates. By intervening upstream, Volunteers of America of Los Angeles not only prevents the destabilizing impacts of homelessness for vulnerable individuals but also reduces system strain, aligning with best practices that emphasize cost-effective, compassionate, and client-centered strategies.

Outreach & Supportive Services - Outreach and supportive services are delivered through evidence-based practices such as motivational interviewing and trauma-informed care. These methods allow staff to establish trust, build rapport, and engage individuals with empathy and consistency. The focus is on creating personalized pathways that respond directly to each participant's identified needs-whether through direct services, referrals, or warm hand offs to partner agencies. Our commitment is to remain persistent and compassionate in engaging those most at risk, ensuring supportive services serve as a stabilizing bridge toward housing readiness and long-term self-sufficiency.

.....continued on attached page

Docusign Envelope ID: 4526B839-F715-4B21-87E8-5629AC51B9AC

EXHIBIT 1

Commission to End Homelessness

Homeless Service System Pillars Attestation

1. Respondent/Bidder recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

   Initial____BP_____

2. Respondent/Bidder acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

   Initial___BP_____

3. Respondent/Bidder acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

   Initial__BP_____

4. Respondent/Bidder recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

   Initial__BP_____

5. Respondent/Bidder attests the proposal/bid submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. Respondent/Bidder also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

October 2, 2025

(Signature Required) **(Date)**

Docusign Envelope ID: 4526B839-F715-4B21-87E8-5629AC51B9AC

EXHIBIT 1

Commission to End Homelessness

Homeless Service System Pillars Attestation

Please provide a brief description to outline how your proposal/bid meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit X.

Housing - Volunteers of America of Los Angeles maintains a focused commitment to housing and long-term stabilization as the ultimate outcome of shelter services. Our approach recognizes that while shelter provides immediate safety, the true measure of success lies in achieving sustainable housing solutions. Staff work intentionally with participants to develop tailored housing navigation plans that integrate wraparound supports, from benefits assistance to behavioral health linkages. Every effort is made to ensure housing placements are not only secured but maintained, reflecting a model that prioritizes dignity, choice, and participant-driven goals. Housing navigation is treated as both an outcome and a

partnership, guiding individuals from the safety of shelter to the stability of a permanent home.

Contract Summary Form

OC Expediter Requisition #: 1737791

Prevention and Shelter Diversion Services in the North, Central, and South Service Planning Areas – Volunteers of America of Los Angeles

SUMMARY OF SIGNIFICANT CHANGES

The Contract for Prevention and Shelter Diversion Services will provide individuals and families at risk of homelessness in Orange County with access to comprehensive homelessness prevention services, including financial assistance and case management, to maintain their permanent housing.

SUBCONTRACTORS

N/A

VOALA Budget:

	Period 1: December 16, 2025, to June 30, 2026	**Period 2: July 1, 2026, to June 30, 2027**
ADMINISTRATIVE COSTS		
Salaries	$5,070.00	$9,829.00
Benefits	$852.00	$1,651.00
Services & Supplies	$89.00	$165.00
Indirect Costs	$51,463.00	$97,250.00
SUBTOTAL ADMINISTRATIVE COSTS	**$57,474.00**	**$108,895.00**
PROGRAM COSTS		
Salaries	$96,340.00	$186,751.00
Benefits	$27,543.00	$53,391.00
Services & Supplies	$213,191.00	$396,543.00
SUBTOTAL PROGRAM COSTS	**$337,074.00**	**$636,685.00**
TOTAL COST	**$394,548.00**	**$745,580.00**
TOTAL MAXIMUM OBLIGATION	**$1,140,128.00**	

VOALA FTEs:

	Period 1 December 16, 2025, to June 30, 2026	**Period 2 July 1, 2026, to June 30, 2027**
Admin	FTEs	FTEs
Program Manager I	0.02	0.02

Respite Admin Specialist I	0.04	0.04
Subtotal Admin FTEs	**0.06**	**0.06**
Program	FTEs	FTEs
Senior Case Manager II	2.00	2.00
Program Manager I	0.48	0.48
Respite Admin Specialist I	0.21	0.21
Subtotal Program FTEs	**2.69**	**2.69**
Total FTEs	**2.75**	**2.75**

RFP # 017-2875004-EA

RFP: Services Coordination, Permanent Housing Delivery, and Prevention and Shelter Diversion Services

Final Scoring Summary

Program C: Prevention and Shelter Diversion Services

Final Written and Interview Scores:

Respondent/Proposer	Evaluators					Total
	1	2	3	4	5	
PATH	666	755	789	718	748	**3676**
Volunteers of America of Los Angeles	699	688	772	714	697	**3570**
Families Forward	692	731	797	677	664	**3561**
Mercy House Living Centers	724	649	765	702	653	**3493**
WISEPlace	645	644	666	655	653	**3263**
Orange County Asian and Pacific Islander Community Alliance, Inc.	651	625	648	601	660	**3185**
Thomas House Temporary Shelter	533	522	532	571	625	**2783**

Final Ranking After Adding Cost Scores and Removal of Highest and Lowest Scores:

Respondent/Proposer	Evaluators					COST	Total
	1	2	3	4	5		
Volunteers of America of Los Angeles	699			714	697	**162**	**2272**
PATH		755		718	748	**21**	**2242**
Families Forward	692	731		677		**126**	**2226**
Mercy House Living Centers	724			702	653	**57**	**2136**
Orange County Asian and Pacific Islander Community Alliance, Inc.	651	625	648			**81**	**2005**
WISEPlace	645			655	653	**27**	**1980**
Thomas House Temporary Shelter	533		532	571		**300**	**1936**

County Executive Office

Memorandum

RECEIVED
2025 DEC 11 AM 9:15
OC BOARD OF SUPERVISORS
CLERK OF THE BOARD

December 10, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Subject: Supplemental Request According to Board Rule 21

328G

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 16, 2025, Board Hearing.

Agency: County Executive Office / Office of Care Coordination
Subject: Approve Contract for Permanent Housing Solutions
Districts: 1, 5

Reason Item is Supplemental: The Contract for Permanent Housing Solutions are being presented as Supplemental to the Board of Supervisors (Board) as a result of extensive contract negotiations, in support of meeting funding source expenditure and obligations, and following the Orange County Continuum of Care Board's approval at the December 5, 2025, meeting. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board

Justification: The Contract for Permanent Housing Solutions cannot be delayed given that the Contractor has to operationalize and implement the capital improvements as described in the Contract for Permanent Housing Solutions in an expedited timeline to ensure funding source expenditures are met. Failure to meet these expenditure milestones, jeopardizes state funding and limits the County's ability to develop permanent housing solutions for people experiencing homelessness.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: 8167FA04-3693-44EC-92EB-AA1B05D68B70

Agenda Item S28G
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2025 DEC 11 AM 9:15
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	12/16/25
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	1, 5
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Digitally signed by Michelle Aguirre Date: 2025.12.10 14:36:05 -08'00' *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Douglas Becht (714) 834-2323 Zulima Lundy (714) 834-6805

SUBJECT: Approve Contract for Permanent Housing Solutions

CEO Concur	County Counsel Review	Clerk of the Board
Digitally signed by Michelle Aguirre Date: 2025.12.10 14:36:31 -08'00'	Approve agreements as to form	Choose an item.
CEO Signature	*Action* DocuSigned by: Christopher Anderson *County Counsel Signature*	Choose an item.

Budgeted: No **Current Year Cost:** $2,842,034 **Annual Cost:** N/A

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

Current Fiscal Year Revenue: N/A

Funding Source: State: 100% (HHAP) **County Audit in last 3 years** No

Levine Act Review Completed: Yes

Prior Board Action: 5/20/2025 #43, 2/25/2025 #22, 12/17/2024 #S31C, 6/25/2024 #73

RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or Deputized designee to execute Contract with American Family Housing for Permanent Housing Solutions in an amount not to exceed $2,842,034, effective December 16, 2025, through June 30, 2027.

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 each Contract. The use of this contingency cost interest is subject to approval requirement established by the County Procurement.

SUMMARY:

Approval of the Contract for Permanent Housing Solutions will help support the production of permanent supportive housing in Orange County for individuals experiencing chronic homelessness.

BACKGROUND INFORMATION:

The Homeless Housing, Assistance and Prevention (HHAP) Program was established by the State of California to provide local jurisdictions with funds to support regional coordination and expand or develop a unified response to homelessness, and funding to continue the efforts to end homelessness through permanent housing and supportive services informed by best practices.

The County of Orange's (County) Office of Care Coordination serves as the administrative entity for the HHAP Program on behalf of the Orange County Continuum of Care (CoC) and the County.

On August 28, 2025, the Office of Care Coordination issued a Request for Proposals (RFP) to seek qualified providers for Services Coordination, Permanent Housing Delivery, and Prevention and Shelter Diversion Services to be funded with HHAP. The RFP solicited for three program components:

a. Program A: Services Coordination and Services Coordination for Transitional Aged Youth (TAY)
b. Program B: Permanent Housing Delivery and Permanent Housing Delivery for TAY
c. Program C: Prevention and Shelter Diversion Services

There were six (6) respondents to the RFP for Program B: Permanent Housing Delivery and zero (0) respondents to the RFP for Program B: Permanent Housing Delivery for TAY. A five-member panel with expertise in permanent housing program design and administration evaluated the proposals and recommended award to the highest ranked proposers, whose proposal most met the needs and requirements set forth in the RFP. The Office of Care Coordination has completed successful negotiations and recommends award of contract to American Family Housing for Permanent Housing Delivery. A Notice of Intent to Award was issued on November 25, 2025. No protests were received from the other RFP respondents. See Attachment C for RFP Evaluation Criteria and Summarized Score Sheet.

Program B: Permanent Housing Delivery Respondent Scores

Respondent	Aggregate Scores
American Family Housing	2,672
Mercy House Living Centers	2,380
People Assisting the Homeless (PATH)	2,177
Friendship Shelter	2,153
WISEPlace	2,134
Volunteers of America of Los Angeles	2,132

The Proposal submitted by American Family Housing requests funding for two (2) permanent supportive housing (PSH) projects currently under development. The first PSH project is Avon River, is former Travelodge by Wyndham motel located in the City of Costa Mesa that has been converted into 78 units of affordable rental housing. The County and American Family Housing, as Co-Applicants, completed and submitted a California Department of Housing and Community Development Homekey Round 3 Notice of Funding Availability (NOFA) application on July 28, 2023, and were awarded $29 million in Homekey grant funding on July 23, 2024, for the acquisition and development of the project. Since the County's acquisition of the property in February 2025, the project has been undergoing conversion into PSH, including façade improvements, unit reconfiguration to merge existing motel rooms and addition of kitchenettes as well as electrical and other upgrades. Due to unforeseen conditions that emerged during the

rehabilitation tied to water servicing and roofing issues, the project is in a shortfall and additional funds are needed to complete renovations.

The second PSH project, Casa Colibri Apartments, is an affordable housing community located in Midway City, unincorporated County, that will provide 65 units of affordable and supportive housing. Due to the increase in costs in the months leading to construction start and the anticipated operational deficits that cannot be offset with the current capitalized operating subsidy reserve loan for the Mental Health Services Act units, American Family Housing is in need of additional funding for this project.

Prior Board of Supervisors (Board) Actions:

Board Date	Contract/Amendment	Action
7/18/2023	Approve a joint Homekey Round 3 NOFA application with Co-Applicant and Developer, American Family Housing, requesting Homekey grant funding and approved commitment of capital funding.	Approved as Recommended
6/25/2024	Approve loan commitments to 15081 Jackson L.P., formed by American Family Housing and Volce Partners, and 30 Project-Based Housing Choice Vouchers from the Orange County Housing Authority (OCHA), subordination of the County loan at construction and permanent financing to senior debt to Casa Colibri Apartments (formerly 15081 Jackson).	Approved as Recommended
12/17/2024	Approve various real estate agreements related to the Homekey Program acquisition of 1400 Bristol Street to allow County to acquire the property and lease the subject site to the developer, American Family Housing, to rehabilitate and convert the motel property.	Approved as Recommended
2/25/2025	Approve recommended changes in policy and process for the 2025 Supportive Housing NOFA (2025 NOFA) and authorize the OC Community Resources (OOCR) Director or designee to issue the 2025 NOFA.	Approved as Recommended
5/20/2025	Approve additional County loan commitment and subordination of County loans at construction and permanent financing.	Approved as Recommended

Scope of Services:
Under the proposed Contract, the Permanent Housing Solutions (Program) will provide capital funding for the development of PSH projects that serve households experiencing homelessness in Orange County. Upon project completion the Program will make the available permanent supportive housing units available through the Coordinated Entry System (CES). Upon initial lease up and occupancy, Program will provide housing and services that follow Housing First principles, incorporate evidence-based approaches and focus on housing stability and tenant retention.

The Program will include the following services at minimum:

a. Development and construction of Avon River, with capital improvement and construction activities completed by June 30, 2026, and initial leasing and occupancy to commence by May 31, 2026.
b. Development and construction of Casa Colibri Apartments, with capital improvement and construction activities completed by September 31, 2026, and initial leasing and occupancy to commence by December 31, 2026.
c. 126 units will be made available and filled through the CES, utilizing the CoC Board approved policies and procedures.
d. Both PSH projects will provide onsite supportive services and security. Both PSH projects will feature staff offices for case management and service delivery, a common area for community engagement and activities, and ample storage for program supplies and donations.

Performance Outcomes:
The outcome measures for the Program are detailed below:

a. Assist a minimum of 126 eligible households with permanent housing and supportive services within the first year from initial leasing and occupancy.
b. Achieve full occupancy of PSH units by December 31, 2026.
c. At minimum, 98 percent of PSH households will retain housing at 12 months.

The Orange County CoC Board approved the recommended provider to provide Permanent Housing Solutions and to receive HHAP funding allocated to the CoC funding at a special meeting of the CoC Board on December 5, 2025.

The agreed upon Scope of Service outlined in the Contract is in alignment with the Outreach & Housing Pillars' best practices, guiding principles and commitment as detailed in the Homeless Service System Pillar Report as approved by the Commission to Address Homelessness.

The Orange County Preference Policy is not applicable to this Contract Award. The appropriate due diligence has been conducted and the non-profit has been verified to be in good standing. The Office of Care Coordination has verified that there are no concerns that must be addressed with respect to American Family Housing's ownership/name, litigation status or conflicts with County interest. The Contract with American Family Housing does not include subcontractors or pass through to other providers. See Attachment B for the Contract Summary Form. An analysis was completed to verify the Contract provides County with persons specially trained, experienced, expert and competent to perform the special services in accordance with the law.

The Contract is being submitted for the Board's approval less than 30 days prior to the start of the contract due to ongoing and extensive negotiations, funding source timeline restrictions, and required Continuum of Care Board approval.

The Office of Care Coordination requests the Board approve the Contract with American Family Housing as referenced in the Recommended Actions above. Approval of Recommended Actions will support the County's effort to build a responsive System of Care that meets the needs of different segments of the homeless population in achieving housing and increased income.

FINANCIAL IMPACT:

The appropriations for the Contract are included in FY 2025-26 Mid-Year Budget Adjustment Report (MBAR) for Office of Care Coordination, Budget Control 018 and will be offset by Transfers In from Care Coordination Fund, Fund 12L.

The Contract includes provisions allowing the County to terminate the Contract, reduce the level of services, and/or renegotiate the levels of services provided, as necessary. This includes a notice that allows the County adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Docusign Envelope ID: 8167FA04-3693-44EC-92EB-AA1B05D68B70

Attachment A – Contract with American Family Housing
Attachment B – Contract Summary Form for American Family Housing
Attachment C – RFP Evaluation Criteria and Summarized Score Sheet

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

Contract MA-017-26010683

For

Permanent Housing Delivery

Between

County Executive Office - Office of Care Coordination

And

American Family Housing

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

CONTRACT

MA-017-26010683
BETWEEN
COUNTY OF ORANGE
AND
AMERICAN FAMILY HOUSING
FOR
PERMANENT HOUSING DELIVERY

This Contract MA-017-26010683 for Permanent Housing Delivery (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 American Family Housing, a California nonprofit public benefit corporation ("Contractor"), with County and Contractor sometimes referred to individually, as a 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 – Restrictive Covenant for Avon River

Attachment C – Restrictive Covenant for Casa Colibri

Exhibit 1 – Homeless Service System Pillars Attestation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Permanent Housing Delivery under a usage Contract; and,

WHEREAS, County solicited Contract for Permanent Housing Delivery as set forth herein, and Contractor represented that it is qualified to provide Permanent Housing Delivery to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Permanent Housing Delivery 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 the Budget and Payments Section, also in Attachment A, attached hereto; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Permanent Housing Delivery with the Contractor; and,

WHEREAS, Contractor is the sponsor and sole member and manager of the managing general partner of AFH Casa Colibri LP, a California limited partnership (the "Partnership"), which owns that certain affordable housing development commonly known as "Casa Colibri" located at 15081 Jackson Street,

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

15072 and 15082 Adams Street in the unincorporated area of Midway City, Orange County ("Casa Colibri") as further described in Attachment A; and,

WHEREAS, Contractor shall make a loan to the Partnership from the proceeds of the County's payments to Contractor to fund the Permanent Housing Delivery at Casa Colibri pursuant to this Contract (the "Loan"); and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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 agreement 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 agreements 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.

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

5. Delivery:

Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed scope of work. Delivery shall not be deemed to be complete until Contractor has provided County with evidence, to County's reasonable approval, that Contractor has expended the funds for the permanent housing and supportive services pursuant to Attachment A to this Contract.

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 services have actually been received to the satisfaction of County.

7. Intentionally Deleted.

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. County acknowledges and agrees that (i) the Loan to the Partnership shall not be considered an assignment under this Section, and (ii) the Partnership is not a subcontractor of Contractor.

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.

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

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; provided, however, County is obligated to pay Contractor for any costs incurred and/or services delivered by Contractor before termination of this Contract and such obligation shall survive termination.

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 described in Attachment A to this Contract to County's reasonable satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other 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.

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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 County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services 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, subject to the payment provisions for Contractor's costs and services provided in Section 11 of this Contract, 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, fire or other casualty, governmental restrictions or regulations, including but not limited to any state of emergency, 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 Contractor's 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.

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20. 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.

21. 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.

22. 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.

23. 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.

24. 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 following prior written notice 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

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Contract including, but not limited to, the costs of administering Contract. County will provide reasonable written notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made subject to the notice requirements above.

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 subject to the notice requirements above.

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

25. Intentionally Deleted.

26. 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.

27. 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 (collectively, "Claims"), arising from or related to the services or other performance provided by Contractor pursuant to this Contract, except to the extent such Claims result from action or failure of any County Indemnitees. 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. 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).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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

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may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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.

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

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.

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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

7. Professional Liability

Minimum limits and coverage

$1,000,000 per claims-made or occurrence; $1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

8. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

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B. 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.

C. 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.

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Permanent Housing Delivery 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 December 16, 2025, and shall continue through June 30, 2027, unless otherwise terminated as provided herein.

3. Intentionally Deleted.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, 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 if such failure continues uncured or without Contractor commencing to diligently cure for thirty (30) days after notice thereof in writing is given by County to Contractor, provided that if Contractor has commenced a cure but cannot complete such cure reasonably within thirty (30) days, Contractor shall have ninety (90) days from the date of notice to cure such failure without such failure constituting 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" Article herein;

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

C. 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.

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. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish

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to the contract administrator, the County Deputy Procurement Agent, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. Contractor's Project Manager:

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 timelines. 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.

12. Contractor Personnel – Reference Checks:

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.

13. Contractor's Expense:

The Contractor will be responsible for all costs related to photocopying, 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.

14. 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.

15. 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 Procurement Agent.

16. 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

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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 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.

17. Intentionally Deleted.

18. 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.

19. Intentionally Deleted.

20. 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 according to any applicable notice and cure period 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 Deputy Procurement Agent by way of the following process:

A. The Contractor shall submit to the agency/department assigned Deputy Procurement 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 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 Procurement 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 "Termination" herein.

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21. 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.

22. Intentionally Deleted.

23. 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. Subject to Section 17 of this Contract, 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 services from Contractor's supplier(s). Additional profit margin as a result of supplying 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.

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24. 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 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.

25. Equal Employment Opportunity:

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 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.

26. Headings:

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

27. 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.

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28. 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.

29. 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. County acknowledges and agrees that the Partnership is not a subcontractor of Contractor and the performance of the Partnership in furtherance of the services provided under this Contract shall not be deemed a delegation of Contractor's obligations.

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 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.

30. Termination – Orderly:

After receipt of a written 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 and costs incurred 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.

31. 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 requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

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32. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement 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.

33. 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.

34. Mandatory Kick-Off Meeting:

Upon award of the Contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the Contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the Contract.

35. 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.

36. 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.

37. 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 Procurement Agent, 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:	American Family Housing

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Attn:	Myles A. Peinemann II, Chief Executive Officer
Address:	15161 Jackson Street, Midway City, CA 92655-1432
Phone:	714-897-3221
Email:	milo@afhusa.org

County's Project Manager: County Executive Office - Office of Care Coordination	
Attn:	Zulima Lundy
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	714-834-6804
Email:	zulima.lundy@ceo.oc.gov

cc: County Executive Office - Office of Care Coordination/Procurement Services	
Attn:	Eric Axe, County DPA
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-7273
Email:	eric.axe@ceo.oc.gov

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

American Family Housing

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.

DocuSigned by: Milo Peinemann 0D12572DB57F4B0...	Milo Peinemann	Chief Executive Officer	12/9/2025
Signature	Name	Title	Date
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:

Signed by: CHRISTOPHER ANDERSON 1C7F36B7FBD6450...	CHRISTOPHER ANDERSON	**Deputy**	12/9/2025
Signature	Name	Title	Date

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ATTACHMENT A
Scope of Work

1. BACKGROUND

A. The Homeless Housing, Assistance and Prevention (HHAP) Program provides local jurisdictions with funds to support regional coordination, the development of a unified response to homelessness, and funding to continue the efforts to end homelessness through permanent housing and supportive services informed by best-practices. The HHAP Program prioritizes the strategic pairing of these funds with other local, state, and federal funds, with an emphasis on supporting programs and projects with the most impactful use of funds. HHAP funded permanent housing solutions should be low barrier and must be compliant with the State of California's Housing First criteria. HHAP funded projects should provide services that are trauma informed and culturally responsive.

2. TARGET POPULATION

A. Contractor is to provide permanent housing solutions to households experiencing homelessness in Orange County who meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homeless. Eligible households will earn 30% of Area Median Income (AMI) or less.

B. Contractor is to confirm eligibility and review of supporting forms and documentation for Participants to ensure they meet the eligible criteria as established by HUD and California Department of Housing and Community Development (HCD).

C. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

1. Category 1: Literally Homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
    a. Has a primary nighttime residence that is a public or private place not meant for human habitation;
    b. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
    c. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
2. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual or family

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who:

a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
b. Has no other residence; and
c. Lacks the resources or support networks, e.g., family, friends, faith- based or other social networks, to obtain other permanent housing.

3. At the time of program enrollment, eligible Participants households must meet the above criteria of individuals experiencing homelessness in Orange County. The program should prioritize and focus on assisting individuals and families experiencing chronic homelessness and/or the longest length of homelessness.

3. PROGRAM DESCRIPTION

A. Scope of Services Overview

1. The purpose of the Contract is to provide capital funding for the development of Permanent Housing Solutions in Orange County in support of the County's implementation of a responsive Homeless Service System. The Contract will support the development of two permanent housing projects that will provide housing opportunities to individuals experiencing homelessness.
2. Contractor shall perform all services set forth in the program description and will be responsible for permanent housing development activities funded with HHAP funds, as described as follows, in a manner satisfactory to County and consistent with any standards required as a condition of providing HHAP funds, including but not limited to Health and Safety Code (HSC) § 5021(a-q), HSC § 50219(c)(1-8), HSC § 50221(a)(1-4), Welfare and Institutions Code (WIC) sections 189999-18999.6, Senate Bill (SB) 1380, and WIC 8255.
3. Contractor shall adhere to all applicable regulations associated with federal and/or state funding sources, including but not limited to the HHAP. Contractor shall ensure all program policies and procedures are in compliance with required federal and/or state regulations. The permanent housing programs developed with HHAP funding must operate in accordance with Housing First Principles as defined in WIC Section 8256 and further outlined in All County Letter (ACL) 19-114.

B. Description of Services

1. The Permanent Housing Solutions Capital Projects (Program) will provide funding for the development of two permanent supportive housing that serve households experiencing homelessness in Orange County. Upon project completion, the Program will make the available permanent supportive housing units available through the

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Coordinated Entry System (CES)

a. The Avon River project, located at 1400 Bristol Street, Costa Mesa, CA 92626, will provide 76 studio and one-bedroom units and upon project completion 28 units will have a local preference for ties to Costa Mesa and Newport Beach. Units will be fully furnished.
b. The 65-unit Casa Colibri project, located at 15081 Jackson Street, Midway City, CA 92655, will provide 50 one-bedroom permanent supportive housing (PSH) units, including 20 units that will be dedicated to households that meet Mental Health Services Act (MHSA) eligibility criteria.

2. The Program will be equipped to serve individuals who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require Contractor having extensive staffing with appropriate training to better support general management, case management, and security services. Upon completion of capital development activities, Contractor agrees that the provision of housing and services will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability.
3. The Program will include the following activities at minimum that will yield 126 units of affordable permanent housing:
   a. Development and construction of Avon River, with capital improvement and construction activities completed by June 30, 2026, and initial leasing and occupancy to commence by May 31, 2026.
   b. Development and construction of Casa Colibri, with capital improvement and construction activities completed by September 31, 2026, and initial leasing and occupancy to commence by December 31, 2026.
   c. 126 units will be made available and filled through the CES, utilizing the Continuum of Care Board approved policies and procedures.
   d. Both projects will provide onsite supportive services and security. Both projects will feature staff offices for case management and service delivery, a common area for community engagement and activities, and ample storage for program supplies and donations.
4. Upon initial lease up and occupancy, Contractor shall:
   a. Ensure implementation of a Housing First approach.
   b. Support eligible households to enroll in CalAIM services.
   c. Ensure provision of services that focus on housing stability and tenant retention.
   d. Ensure provision of case management services that link households to healthcare, behavioral health, substance use disorder treatment, benefits advocacy, temporary shelter, and other resources.

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e. Ensure that services will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures.

5. Essential Requirements – Contractor shall:
   a. Have a 24-hour contact available with capability to respond to after-hours and weekend crises.
   b. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to keep Participant household information and personally identifiable information private, confidential, and secure.
   c. Track project costs and ensure eligibility for payment within the funding requirements.
   d. Operate, maintain, coordinate and staff and resources for the Program.
   e. Coordinate with County agencies, the Orange County CoC and community- based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.
   f. Attend Monthly Provider Meetings regularly to provide feedback and updates to the County as needed.
   g. Participate in County community events as directed by the Office of Care Coordination to provide appropriate services to and support the target population.

6. Use of Funds
   a. Capital improvement funds shall be used to fund development and construction activities related to the completion of the Casa Colibri and Avon River projects which will operate as permanent supportive housing for households experiencing homelessness. Eligible capital improvement activities may include general contracting, water system upgrades, structural improvements, adaptive reuse and motel conversion, unit renovations, modular units, and other construction activities necessary to reach project completion.
   b. Housing shall be low-barrier and operate with a Housing First approach and promote an engagement rich environment in which Participants make connections to support housing retention, stability, and community engagement.

4. PERFORMANCE METRICS

A. The following performance measures will be a requirement of this Contract:
   1. Successful completion of development and construction activities for Casa Colibri is projected in the fourth quarter of 2026, and Avon River is projected by June 30, 2026.
   2. Contractor will assist a minimum of 126 eligible households with permanent housing and supportive services within the first year from initial leasing and occupancy. Given

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that some households may include more than one single individual, up to 160 individuals within the 126 households may be served by the projects.

3. Achieve full occupancy of PSH units by December 31, 2026.
4. At minimum, 98% of PSH households will retain housing at 12 months.
5. At minimum, 95% of PSH households will retain housing at 18 months.
6. At minimum, 90% of PSH households will retain housing at 24 months.
7. On an annual basis, at minimum, the Program must solicit Participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.
8. 100% of total contract budget expended by April 30, 2026.

B. County in coordination with Contractor will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the Contract term. Monitoring visits may include, but are not limited to:
   1. Review of Participant file documentation
   2. Review of eligible activity and cost requirements established by federal and/or state program guidelines
   3. Review of policies and procedures and consistent adherence to Program practices
   4. HMIS, and other data entry completion
   5. Interviews with Program staff

C. County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Material substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may terminate the Contract pursuant to its terms. If action to correct such substandard performance is not taken by Contractor within the time period specified pursuant to the Contract, payment(s) will be denied in accordance with the provisions contained in the Contract.

D. County shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.

5. ADMINISTRATIVE ACTIVITIES

A. Reporting Requirements
   1. Contractor shall maintain records and make statistical reports as required by County's Project Manager under the Contract (referred to herein as the "Administrator").

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2. Contractor is required to submit reporting at regular intervals to County that details progress towards meeting Contracted performance measures.

B. File Maintenance and Documentation
   1. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.
   2. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.
   3. Records providing a full description of each activity undertaken.
   4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
   5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
   6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.
   7. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

C. Fiscal Reports

   Contractor shall submit monthly Year-End Projection Reports to Administrator, to be included in the monthly Expenditure and Revenue Reports. The Year-End Projections will report anticipated year-end actual costs and revenues for Contractor's Program described in the Services Paragraph of this Attachment A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.

D. Staffing Reports

   Contractor shall submit monthly Staffing Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Attachment A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by

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Administrator. The reports will be received by Administrator no later than twentieth (20th) day following the end of the month being reported. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.

E. Programmatic Reports

1. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to progress towards construction completion of Casa Colibri and Avon River. Upon initial leasing and occupancy, the Contractor shall provide monthly reports demonstrating progress towards tenant housing retention. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect Participant-level data.
2. Administrator may request additional Program reports of Contractor to determine the quality and nature of services provided hereunder. Administrator will be specific as to the nature of information requested and may allow up to fourteen (14) calendar days for Contractor to respond to request.
3. Contractor shall submit additional reports as reasonably requested by County and may include the following metrics:
   a. Total number of eligible households served;
   b. Composition of the households – demographics, size and type;
   c. Number of unduplicated households served; and
   d. Number of household exits and exit types.

F. Additional Reports

Contractor shall submit additional reports as reasonably required by Administrator concerning Contractor's activities as they affect the duties and purposes contained in the Contract. Administrator will provide Contractor with at least fourteen (14) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.

G. Incident Reports

Contractor shall report all special incidents to Administrator and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.

H. Subject to mutual agreement in writing, the Contractor and Administrator may alter the reporting requirements.

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6. STAFFING

A. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated to subcontractors, Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:
   1. Designate the employee(s) and/or officers of Contractor responsible for managing the funds allocated to this Program;
   2. Maximize the use of the allocated funds;
   3. Ensure timely and accurate reporting;
   4. Maintain appropriate staffing levels;
   5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
   6. Effectively communicate and monitor the Program for its success;
   7. Maintain communication between the Contract key staff and Program Administrators; and,
   8. Act quickly to identify and solve problems.

B. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure the maintenance of records which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.

C. Contractor shall maintain personnel files for each staff member, including the executive and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

D. Contractor and Administrator may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment A to the Contract.

7. BUDGET

A. PAYMENTS
   1. County shall pay Contractor monthly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the

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Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

2. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.
3. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, Administrator may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.
4. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, Administrator may authorize an increase in the provisional amount payment to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.
5. Contractor's invoicing shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.
6. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
7. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract until Contractor has cured such noncompliance to County's reasonable satisfaction. Following Contractor's cure and County's approval, which shall not be unreasonably delayed or withheld, County shall promptly pay Contractor any amounts withheld or delayed.
8. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.
9. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Attachment A to the Contract.
10. County shall pay Contractor in accordance with the Payments Paragraph of this

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Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator and Contractor. The total of such payments shall not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract.

Budget Period 1 (December 16, 2025, through June 30, 2026) & Period 2 (July 1, 2026, through June 30, 2027):	
CAPITAL COSTS	
Construction - Progress Payments – Avon River	$687,034
Construction – Progress Payments – Casa Colibri	$1,978,570
Modular Units – Retention – Casa Colibri	$176,430
SUBTOTAL CAPITAL COSTS	**$2,842,034**
TOTAL GROSS COSTS	**$2,842,034**
TOTAL MAXIMUM OBLIGATION	**$2,842,034**

B. BUDGET/STAFFING MODIFICATIONS

1. Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by Administrator. Contractor shall submit a properly completed Budget/Staffing Modification Request to Administrator for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Contract period and/or future Contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Administrator prior to implementation by Contractor. Failure of Contractor to obtain written approval from Administrator for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs. Upon written request by Contractor, and at sole discretion of Administrator, Administrator may increase or decrease the Period One and/or Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of County, as specified in the Referenced Contract Provisions of this Contract.

C. FINANCIAL RECORDS

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1. Contractor shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of Contractor shall be documented, and will be made in accordance with GAAP.

8. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. **Access Point** means the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.
2. **Admission** means documentation, by Contractor, of completion of the entry and program enrollment into Homeless Management Information System.
3. **Care Plus Program (CPP)** means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.
4. **Case Management** means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.
5. **Client or Participant** means an individual or family, referred by County or enrolled in Contractor's Program for services under the Contract, who are experiencing homelessness.
6. **CES** means **Coordinated Entry System** and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for Participants. The Coordinated Entry System covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.
7. **CES Community Queue** means a list of eligible Participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.
8. **CoC** means **Continuum of Care**, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The Continuum of Care strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are experiencing homelessness as they move to stable

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housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

9. **County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care)** are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based Participant services, core organizational and administrative functions, and facility design and operations.
10. **Cultural Competency** – means consideration for cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.
11. **Data Collection System** means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System; however, victim service providers utilize comparable Data Collection Systems.
12. **Engagement** means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant (s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of Participants(s) is the objective of a successful Outreach.
13. **Family** means a household with at least one minor child, household with an expectant mother, or household that are working towards reunification with minor children referred by the County.
14. **Harm Reduction** are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant's termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.
15. **Homeless Management Information System (HMIS)** means a database mandated by the U.S. Department of Housing and Urban Development used to collect Participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.
16. **Housing First Principles** means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary,

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Participant choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness. This includes access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, Participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some Participants' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.

17. **Housing Navigation** means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.
18. **Housing Specialist** means a specialized position dedicated to developing the full array of housing options for their program and monitoring their sustainability for the population served in accordance with the minimal housing standards policy set by County for their program. The Housing Specialist is also responsible for assisting Participants with applications to low-income housing, housing subsidies, senior housing, etc.
19. **Individuals** refers to adults aged 18 and older. Individuals may be single person households and adult-only households.
20. **Information and Referrals** refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, food pantries, support groups, etc.
21. **Intake** means the initial meeting between a Participant and Contractor's staff and includes an evaluation to determine if the Participant meets Program criteria and is willing to seek services.
22. **Motivational Interviewing** is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.
23. **Outreach** means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in Contractor developing its own Participant referral sources for the programs it offers.
24. **Program Director** means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.
25. **Progressive Engagement** means a flexible, targeted and efficient approach to service

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delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.

26. **Referral** means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service.
27. **Service Planning Areas (SPA)** means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.
28. **System of Care Data Integration System (SOCDIS)** means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.
29. **Transitional Aged Youth (TAY)** refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.
30. **Trauma-Informed Care** requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.
31. **U.S. Department of Housing and Urban Development (HUD)** means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

B. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A to the Contract.

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ATTACHMENT B – RESTRICTIVE COVENANT FOR AVON RIVER

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RECORDED AT REQUEST OF,
AND RETURN TO:
County of Orange, Office of Care Coordination
400 W. Civic Center Drive, 3rd FL
Santa Ana, CA 92701
Attention: Eric Axe

EXEMPT RECORDING REQUEST
PER GOVT CODE 27383

(Space above this line for Recorder's use only.)

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT

This Regulatory Agreement and Declaration of Restrictive Covenant ("Covenant") is made on December 16, 2025, by American Family Housing, a California nonprofit public benefit corporation ("Owner") and the County of Orange, a political subdivision of the state of California, ("County"), with reference to the following facts:

RECITALS

A. On or about April 30, 2020, County by and through Orange County Health Care Agency executed the State Standard Agreement 24-HK-18501, as amended, ("State Agreement") accepting the award of certain funds allocated to the Orange County Continuum of Care ("OC CoC") under the California State Homeless Housing, Assistance and Prevention ("HHAP") Program.

B. Under the HHAP Program, HHAP funds may be used to for the acquisition and capital improvement of real property, provided the real property is used to provide services to homeless individuals.

C. Owner, as tenant, and County, as landlord, entered into that certain Ground Lease dated February 28, 2025, pursuant to which the Owner has a leasehold interest in that certain real property located at 1400 Bristol Street, Costa Mesa, CA 92626 ("Property"), within the geographic area of the Orange County, California. The legal description of the Property is attached hereto as Exhibit A and is incorporated by reference herein.

D. Owner and County have entered into a Contract for Permanent Housing Delivery ("Contract") that establishes the terms and conditions of the Owner's receipt of HHAP funds in the total amount of Six Hundred Eighty Thousand Dollars $687,000 ("Funds") and sets forth the Owner's obligations and responsibilities in return for receipt of the Funds.

E. Under the Contract, Owner will use the Funds to make certain HHAP eligible capital improvements to the Property, in accordance with the terms and conditions of the Contract, in exchange for ensuring that, for twenty (20) years hereafter, the Project (defined below) provides seventy-six (76) studio and one-bedroom units and upon project completion twenty-eight (28) units will have a local preference for ties to the cities of Costa Mesa and Newport Beach with units being fully furnished.

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F. Owner now desires to record this Covenant over its leasehold interest in the Property, which will subject the Property to certain restrictions on use as consistent with the Contract and as more particularly set forth below.

NOW, THEREFORE, the County and Owner hereby declare that the following express covenants are to be taken and construed as running with the Property and, except as set forth below, shall pass to and be binding upon Owner and its successors, assigns, heirs, grantees or lessees to the Property or any part thereof from the date of recordation of this Covenant and shall continue for twenty (20) years from the date of recordation of this Covenant. Each and every contract, deed, lease or other instrument covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to covenants and restrictions regardless of whether such covenants and restrictions are set forth in such contract, deed, lease or other instruments.

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Covenant shall have the respective meanings assigned to them in this Section 1:

1.1. **"Adjusted Income"** means the adjusted income of all persons who intend to reside in one residential unit, calculated in the manner which complies with determinations of income for low income families under the HUD Section 8 Program of the United States Housing Act of 1937, as amended.

1.2. "**Carry-over Tenant"** or **"Carry-over Tenants**" has the meaning set forth in Section 2.5.

1.3. **"Contract"** means that Contract for Permanent Housing Delivery entered into by Owner and County.

1.4. **"County"** means the County of Orange, a political subdivision of the state of California.

1.5. **"Covenant"** means this Regulatory Agreement and Declaration of Restrictive Covenants.

1.6. **"Director"** means the Orange County Office of Care Coordination Director or their designee.

1.7. "**HUD**" means the United States Department of Housing and Urban Development.

1.8. **"HHAP"** means the California State Homeless Housing, Assistance and Prevention Program.

1.9. **"IRS Code"** means the United States Internal Revenue Code of 1986, as amended hereafter, or any successor statute thereto.

1.10. **"Median Income for the Area"** and **"Area Median Income"** shall mean the median income for the Area as most recently determined by HUD and published by the State of California. In the event that such income determinations are no longer published or are not updated for a period of at least eighteen (18) months, the County shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD and the State.

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1.11. "**MHSA**" means the Mental Health Services Act.

1.12. **"OC CoC"** means Orange County Continuum of Care ("OC CoC").

1.13. **"Owner"** means American Family Housing, a California nonprofit public benefit corporation.

1.14. **"Parties"** means the County and the Owner.

1.15. **"Project"** means collectively the Property and the structures and related buildings and other improvements located on the Property from time to time together with all fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures and other improvements.

1.16. **"Property"** means the real property legally described in Exhibit A, which is attached hereto and by this reference incorporated herein, and all rights and appurtenances thereunto appertaining.

1.17. **"Qualified Tenant"** or **"Qualified Tenants"** shall collectively mean the individuals who are part of the Target Population, as defined below, occupying the Restricted Units with the Adjusted Incomes that, at initial occupancy do not exceed thirty percent (30%) of Area Median Income. The income of individuals shall be determined in a manner consistent with determinations of lower income households under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, in a manner consistent with such determinations under such program as is in effect immediately before such termination). In no event, however, will the occupant of a Restricted Unit be considered to be a Qualified Tenant if the occupant is a student, and is not entitled to file a federal income tax return.

1.18. **"Restricted Unit"** or **"Restricted Units"** means those seventy-six (76) studio and one-bedroom units, restricted by this Covenant to be used as affordable housing for Qualifying Tenants, including twenty-eight (28) units that have a local preference for ties to the cities of Costa Mesa and Newport Beach to be rented to, or held available for occupancy by Qualified Tenants (and Carry-over Tenants) who are part of the Target Population pursuant to the terms, covenants and conditions of this Covenant.

1.19. **"Target Population"** means individuals and families who are experiencing homelessness or who are at risk of homelessness, as defined in California Health & Safety Code section 50675.1.3, subdivision (l).

1.20. **"Term"** means a twenty (20) year period beginning on the date of recordation of this Covenant.

2. **Restrictions Affecting the Property**. The Owner hereby agrees to the below restrictions for twenty (20) years from the date of recordation of this Covenant, as follows:

2.1. Use of Restricted Units. For twenty (20) years after the execution of this Covenant, Owner shall restrict the use, occupancy and rental of seventy-six (76) studio and one-bedroom apartments, as affordable housing for Qualifying Tenants.

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2.2. Qualified Tenant Protections. The Restricted Units shall be rented to members of the Target Population in accordance with the following terms.

2.2.1. Minimum Lease Term. The Lease between Owner and a Qualified Tenant must be for not less than one (1) year, unless otherwise agreed to in writing by both the Qualified Tenant and the Owner.

2.2.2. Prohibited Lease Provisions. The Lease between the Owner and any Qualified Tenant may not contain any of the following provisions:

2.2.2.1. Agreement to be sued. Prior agreement by the Qualified Tenant to be sued, to admit guilt or to a judgment in favor of the Owner in a lawsuit brought in connection with the Lease.

2.2.2.2. Treatment of property. Agreement by the Qualified Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Qualified Tenant and/or without a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Qualified Tenant concerning disposition of personal property remaining in the Restricted Unit after the Qualified Tenant has moved out of the Restricted Unit. The Owner may dispose of this personal property in accordance with applicable state law.

2.2.2.3. Excusing owner from responsibility. Agreement by the Qualified Tenant not to hold the Owner or its agents legally responsible for any action or failure to act, whether intentional or negligent.

2.2.2.4. Waiver of notice. Agreement of the Qualified Tenant that the Owner may evict the Qualified Tenant or household members without notice to the Qualified Tenant.

2.2.2.5. Waiver of legal proceedings. Agreement by the Qualified Tenant that the Owner may evict the Qualified Tenant or household members without instituting a civil court proceeding in which the Qualified Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

2.2.2.6. Waiver of a jury trial. Agreement by the Qualified Tenant to waive any right to a trial by jury.

2.2.2.7. Waiver of right to appeal court decision. Agreement by the Qualified Tenant to waive the Qualified Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

2.2.2.8. Qualified Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the Qualified Tenant to pay attorney's fees or other legal costs even if the Qualified Tenant wins in a court proceeding by the Owner against the Qualified Tenant. The Qualified Tenant, however, may be obligated to pay costs if the Qualified Tenant loses.

2.3. Termination of Tenancy. Owner may not terminate the tenancy or refuse to renew the lease of a Qualified Tenant except for serious or repeated violation of the terms and conditions of the

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Lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or Owner's refusal to renew must be preceded by not less than thirty (30) days' notice by the Owner's service upon the Qualified Tenant of a written notice specifying the grounds for the action; provided, however, termination for cause may be preceded by not less than three (3) days' notice.

2.4. Nondiscrimination Covenant. By acceptance hereof, the Owner agrees, for itself, its successors and assigns, to refrain from restricting the rental, or lease of the Project on the basis of race, color, creed, religion, ancestry, sex, marital status, national origin or age of any person. All leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, and this lease or sublease is made and accepted upon and subject to the following conditions: That there be no discrimination against or segregation of, any person or group of persons, on account of race, color, creed, religion, handicap, national origin, sex, sexual orientation, marital status, age or ancestry in the leasing, subleasing, transferring, use or enjoyment of the land herein leased or subleased, nor shall the lessee himself or herself, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subleases, or subtenants in the land herein leased."

2.5. Non-Qualifying Adjusted Income and Carry-over Tenants. Subject to the applicable requirements and provisions of, and changes to, Section 42 of the IRS Code (to the extent applicable to the Project), if, upon attempted recertification of a Qualified Tenant of a Restricted Unit, the Owner determines that the tenant is no longer a member of the Target Population, such tenant may be permitted to continue to occupy the Restricted Unit at the rental rate as provided for in this Covenant (a "**Carry-over Tenant**") until such tenant chooses to vacate the Restricted Unit. After the Restricted Unit is vacated, the Restricted Unit shall be re-rented to a Qualified Tenant pursuant to all the terms and conditions of this Covenant.

2.6. Compliance with Covenant. Owner covenants to faithfully and diligently execute its duties under this Covenant.

2.7. Maintenance and Compliance with Law. Owner agrees to maintain all interior and exterior improvements, including landscaping, on the Project in good condition, repair and sanitary condition (and, as to landscaping, in a healthy condition) and in accordance with any management plan approved by the County (including without limitation any landscaping and signage), as the same may be amended from time to time, and all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner acknowledges the great emphasis the County places on quality maintenance to protect its investment and to provide quality low-income housing for its constituents and to ensure that all County subsidized affordable housing projects within the County are not allowed to deteriorate due to deficient maintenance. In addition, Owner shall keep the Project free from all graffiti and any accumulation of debris or waste material. Owner shall promptly make all repairs and replacements necessary to keep the Project in good condition and repair and shall promptly

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eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials.

In the event that Owner breaches any of the covenants contained in this section and such default continues after the expiration of the applicable cure period, then the County, in addition to whatever other right or remedy it may have under this Covenant, or at law or in equity, shall have the right to enter upon the Project and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the County shall be permitted (but is not required) to enter upon the Project and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the Project. Owner shall promptly pay to the County, as applicable, the amount of the expenditure arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, including a fifteen percent (15%) administrative charge. Where no applicable cure period is otherwise specified in the management plan, a cure period of five (5) days after written notice from the County shall apply to corrections respecting graffiti, debris, waste material, and general maintenance. Likewise, a cure period of thirty (30) days after written notice from the County shall apply to correction respecting landscaping and building improvements where no applicable cure period is otherwise specified in the management plan.

2.8. Restriction on Sale or Transfer of the Project. The Owner hereby covenants and agrees not to voluntarily sell, transfer or otherwise dispose of the Property or the Project, or any portion thereof (other than for individual tenant use as contemplated hereunder), without obtaining the prior written consent of the County. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Property or the Project in violation of this section shall be null, void and without effect, shall cause a reversion of title to the Owner and shall be ineffective to relieve the Owner of its obligations under this Covenant. Any transfer of the Property or the Project to any entity, whether or not affiliated with the Owner, shall be subject to the provisions of this section. Notwithstanding the foregoing, any transfer permitted under, or otherwise consistent with, the separate loan documents evidencing the County's existing loans to the Owner for the Project shall be deemed approved by the County under this Covenant.

3. **Covenants to Run with the Land**. All conditions, covenants, and restrictions contained in this Covenant shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by County, its successors and assigns, against Owner, its successors and assigns, to or of the Project or any portion thereof or any interest therein, and any party in possession or occupancy of said Project or portion thereof.

3.1. Authority to Alter Covenant. The County and its successors and assigns, and Owner and the permitted successors and assigns of Owner in and to all or any part of the fee title to the Project, shall jointly have the right upon written agreement signed by both Parties to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or restrictions contained in this Covenant without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Project. The covenants contained in this Covenant, without regard to

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technical classification shall not benefit or be enforceable by any owner of any other real property within or outside the Project, or any person or entity having any interest in any other such realty.

3.2. Validity of Good Faith Liens. No breach of any of the provisions of this Covenant shall impair, defeat or render invalid the lien of any mortgage, deed of trust or like encumbrance made in good faith and for value encumbering the Property or the Project or any portion thereof.

4. Burden and Benefit. The County and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Property and the Project in that the Owner's legal interest in the Project is rendered less valuable thereby. The County and the Owner hereby further declare their understanding and intent that the benefit of such covenants touching and concerning the land is the enhancement and increased enjoyment and use of the Project by Qualified Tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by the furthering of public purposes for which the Loan was made.

4.1. County as Beneficiary. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that County shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of County and such covenants shall run in favor of County for the entire period during which such covenants shall be in force and effect, without regard to whether County is or remains an owner of any land or interest therein to which such covenants relate. County shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any action at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

5. Consideration. The County has entered into the Contract with the Owner for the purpose, among others, of inducing the Owner to provide affordable permanent housing in the County of Orange. In consideration of funds granted to Owner under the Contract, the Owner has entered into this Covenant and has agreed to restrict the Restricted Units of the Project according to the provisions and conditions set forth herein.

6. Term of the Covenant. This Covenant shall automatically terminate on the date which is twenty (20) years from the date of recordation of this Covenant, if not earlier terminated by mutual consent of Owner and County.

7. **Default**. Among others, each of the following failures occurring during the term of this Covenant shall constitute an "Event of Default" by Owner if such failure continues uncured or without Owner commencing to diligently cure for thirty (30) days after notice thereof in writing is given by the County to Owner, provided that if Owner has commenced cure but cannot complete such cure reasonably within thirty (30) days, Owner shall have ninety (90) days from the date of notice to cure such failure without such failure constituting an "Event of Default":

(a) Failure to operate and maintain the Property according to this Covenant (including but not limited to Paragraph 2 above), the Contract, and any other applicable state and federal laws and regulations;

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(b) Owner's unauthorized sale or transfer of the Property;

(c) Any fraudulent act or omission by the Owner pertaining to or made in connection with the receipt and use of the Funds under the Contract or ongoing operation and maintenance of the Property during the Term of the Covenant.

8. Remedies. Upon the occurrence of any Event of Default, or any other violation of other provisions of this Covenant by Owner, following applicable notice and cure periods, County may seek any and all remedy available to it at law or equity, including, but not limited to, specific performance, and in addition the following remedies:

No right, power, or remedy given to the County by the terms of this Covenant or the Contract is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Owner and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

9. Notice. Notices or other communications which may be required or provided under the terms of this Covenant shall be given as follows:

County	Owner
Office of Care Coordination	American Family Housing
400 W. Civic Center Drive, 3rd FL	15161 Jackson Street
Santa Ana, CA 92701	Midway City, CA 92655
	Attn: Chief Executive Officer

9.1.1. Notwithstanding anything to the contrary contained in this Covenant, this Covenant shall be subordinate to the following existing deeds of trust recorded against the Property prior to the recordation of this Covenant (collectively, the "**Senior Indebtedness**"): (i) the deeds of trust in favor of the County; (ii) the deed of trust in favor of the City of Costa Mesa; and (iii) the deed of trust in favor of the City of Newport Beach

Notwithstanding anything to the contrary contained in this Covenant, Owner may refinance the Senior Indebtedness without the prior consent of the County (the "**Refinanced Indebtedness**"), and the County hereby agrees to subordinate this Covenant to the Refinanced Indebtedness and the lien of any deed of trust or mortgage securing the Refinanced Indebtedness, provided that the principal balance of the Refinanced Indebtedness does not exceed the then outstanding principal balance of the Senior Indebtedness plus the costs of refinancing the Senior Indebtedness.

10. **Counterparts**. This Covenant may be executed in counterpart signatures and multiple originals, each of which shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Owner and County have executed this Covenant the day and year first above written.

"Owner"

AMERICAN FAMILY HOUSING,
a California nonprofit public benefit corporation,

By: _____
Myles A. Peinemann II
Chief Executive Officer

"County"

COUNTY OF ORANGE, a political subdivision
of the State of California

By: _____
Office of Care Coordination, County of Orange

APPROVED AS TO FORM

LEON J. PAGE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

_____ Dated: _____
[DEPUTY NAME], Deputy

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)
On _____, before me_____
(insert name and title of the officer)

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)
On _____, before me_____
(insert name and title of the officer)

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

American Family Housing's leasehold interest in the real property in the City of Costa Mesa, County of Orange, State of California, described as follows:

PARCEL 2, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 24 PAGE 23 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO MESA CONSOLIDATED WATER DISTRICT BY DEED RECORDED DECEMBER 31, 1986 AS INSTRUMENT NO. 86-656909, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REP AIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERA TE THROUGH THE SURF ACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AS RESERVED IN DEED FROM THE IRVINE COMPANY, A CORPORATION, RECORDED MARCH 5, 1968 IN BOOK 8535 PAGE 62 OF OFFICIAL RECORDS.

APN: 439-312-12

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

ATTACHMENT C – RESTRICTIVE COVENANT FOR CASA COLIBRI

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

RECORDED AT REQUEST OF,
AND RETURN TO:
County of Orange, Office of Care Coordination
400 W. Civic Center Drive, 3rd FL
Santa Ana, CA 92701
Attention: Eric Axe

EXEMPT RECORDING REQUEST
PER GOVT CODE 27383

(Space above this line for Recorder's use only.)

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT

This Regulatory Agreement and Declaration of Restrictive Covenant ("Covenant") is made on December 16, 2025, by AFH Casa Colibri LP, a California limited partnership ("Owner") and the County of Orange, a political subdivision of the state of California, ("County"), with reference to the following facts:

RECITALS

A. On or about April 30, 2020, County by and through Orange County Health Care Agency executed the State Standard Agreement 24-HK-18501, as amended, ("State Agreement") accepting the award of certain funds allocated to the Orange County Continuum of Care ("OC CoC") under the California State Homeless Housing, Assistance and Prevention ("HHAP") Program.

B. Under the HHAP Program, HHAP funds may be used to for the acquisition and capital improvement of real property, provided the real property is used to provide services to homeless individuals.

C. Owner owns that certain real property located at 15081 Jackson Street, 15072 and 15082 Adams Street, Midway City ("Property"), within the geographic area of the Orange County, California. The legal description of the Property is attached hereto as Exhibit A and is incorporated by reference herein.

D. Owner's sponsor, American Family Housing, a California nonprofit public benefit corporation ("Sponsor"), the sole member and manager of the managing general partner of Owner, applied to the County for HHAP Program funds for the Project (defined below), and the County has awarded Sponsor HHAP funds in the total amount of Two Million One Hundred Fifty-Five Thousand Dollars ($2,155,000) ("Funds") pursuant to that certain Contract for Permanent Housing Delivery between Sponsor and County ("Contract").

E. The Sponsor has utilized the Funds to make a loan to the Owner (the "Sponsor Loan"). The Sponsor Loan is evidenced by certain documents executed by the Owner in favor of the Sponsor (collectively, the "Sponsor Loan Documents"). One condition of the Sponsor Loan is that the Owner execute this Covenant.

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F. In accordance with the Sponsor Loan Documents, Owner will use the Loan proceeds to make certain HHAP eligible capital improvements to the Property, in accordance with the terms and conditions of the HHAP Program requirements.

G. Owner now desires to record this Covenant over the Property, which will subject the Property to certain restrictions on use as consistent with the HHAP Program, including that, for twenty (20) years hereafter, the Property provides fifty (50) one-bedroom apartments, as affordable housing for Qualifying Tenants, including twenty (20) units that meet Mental Health Services Act (MHSA) eligibility criteria.

NOW, THEREFORE, the County and Owner hereby declare that the following express covenants are to be taken and construed as running with the Property and, except as set forth below, shall pass to and be binding upon Owner and its successors, assigns, heirs, grantees or lessees to the Property or any part thereof from the date of recordation of this Covenant and shall continue for twenty (20) years from the date of recordation of this Covenant. Each and every contract, deed, lease or other instrument covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to covenants and restrictions regardless of whether such covenants and restrictions are set forth in such contract, deed, lease or other instruments.

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Covenant shall have the respective meanings assigned to them in this Section 1:

1.1. **"Adjusted Income"** means the adjusted income of all persons who intend to reside in one residential unit, calculated in the manner which complies with determinations of income for low income families under the HUD Section 8 Program of the United States Housing Act of 1937, as amended.

1.2. "**Carry-over Tenant"** or **"Carry-over Tenants**" has the meaning set forth in Section 2.5.

1.3. **"Contract"** means that Contract for Permanent Housing Delivery entered into by Sponsor and County.

1.4. **"County"** means the County of Orange, a political subdivision of the state of California.

1.5. **"Covenant"** means this Regulatory Agreement and Declaration of Restrictive Covenants.

1.6. **"Director"** means the Orange County Office of Care Coordination Director or their designee.

1.7. "**HUD**" means the United States Department of Housing and Urban Development.

1.8. **"HHAP"** means the California State Homeless Housing, Assistance and Prevention Program.

1.9. **"IRS Code"** means the United States Internal Revenue Code of 1986, as amended hereafter, or any successor statute thereto.

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1.10. **"Median Income for the Area"** and **"Area Median Income"** shall mean the median income for the Area as most recently determined by HUD and published by the State of California. In the event that such income determinations are no longer published or are not updated for a period of at least eighteen (18) months, the County shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD and the State.

1.11. "**MHSA**" means the Mental Health Services Act.

1.12. **"OC CoC"** means Orange County Continuum of Care ("OC CoC").

1.13. **"Owner"** means AFH Casa Colibri LP, a California limited partnership.

1.14. **"Parties"** means the County and the Owner.

1.15. **"Project"** means collectively the Property and the structures and related buildings and other improvements located on the Property from time to time together with all fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures and other improvements.

1.16. **"Property"** means the real property legally described in Exhibit A, which is attached hereto and by this reference incorporated herein, and all rights and appurtenances thereunto appertaining.

1.17. **"Qualified Tenant"** or **"Qualified Tenants"** shall collectively mean the individuals who are part of the Target Population, as defined below, occupying the Restricted Units with the Adjusted Incomes that, at initial occupancy do not exceed thirty percent (30%) of Area Median Income. The income of individuals shall be determined in a manner consistent with determinations of lower income households under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, in a manner consistent with such determinations under such program as is in effect immediately before such termination). In no event, however, will the occupant of a Restricted Unit be considered to be a Qualified Tenant if the occupant is a student, and is not entitled to file a federal income tax return.

1.18. **"Restricted Unit"** or **"Restricted Units"** means those fifty (50) one-bedroom apartments, restricted by this Covenant to be used as affordable housing for Qualifying Tenants, including twenty (20) units that meet MHSA eligibility criteria in the Project to be rented to, or held available for occupancy by Qualified Tenants (and Carry-over Tenants) who are part of the Target Population pursuant to the terms, covenants and conditions of this Covenant.

1.19. **"Target Population"** means individuals and families who are experiencing homelessness or who are at risk of homelessness, as defined in California Health & Safety Code section 50675.1.3, subdivision (l).

1.20. "**Sponsor**" means American Family Housing, a California nonprofit public benefit corporation.

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1.21. **"Term"** means a twenty (20) year period beginning on the date of recordation of this Covenant.

2. **Restrictions Affecting the Property**. The Owner hereby agrees to the below restrictions for twenty (20) years from the date of recordation of this Covenant, as follows:

2.1. Use of Restricted Units. For twenty (20) years after the execution of this Covenant, Owner shall restrict the use, occupancy and rental of fifty (50) one-bedroom apartments, as affordable housing for Qualifying Tenants, including twenty (20) units that meet MHSA eligibility criteria to Qualifying Tenants.

2.2. Qualified Tenant Protections. The Restricted Units shall be rented to members of the Target Population in accordance with the following terms.

2.2.1. Minimum Lease Term. The Lease between Owner and a Qualified Tenant must be for not less than one (1) year, unless otherwise agreed to in writing by both the Qualified Tenant and the Owner.

2.2.2. Prohibited Lease Provisions. The Lease between the Owner and any Qualified Tenant may not contain any of the following provisions:

2.2.2.1. Agreement to be sued. Prior agreement by the Qualified Tenant to be sued, to admit guilt or to a judgment in favor of the Owner in a lawsuit brought in connection with the Lease.

2.2.2.2. Treatment of property. Agreement by the Qualified Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Qualified Tenant and/or without a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Qualified Tenant concerning disposition of personal property remaining in the Restricted Unit after the Qualified Tenant has moved out of the Restricted Unit. The Owner may dispose of this personal property in accordance with applicable state law.

2.2.2.3. Excusing owner from responsibility. Agreement by the Qualified Tenant not to hold the Owner or its agents legally responsible for any action or failure to act, whether intentional or negligent.

2.2.2.4. Waiver of notice. Agreement of the Qualified Tenant that the Owner may evict the Qualified Tenant or household members without notice to the Qualified Tenant.

2.2.2.5. Waiver of legal proceedings. Agreement by the Qualified Tenant that the Owner may evict the Qualified Tenant or household members without instituting a civil court proceeding in which the Qualified Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

2.2.2.6. Waiver of a jury trial. Agreement by the Qualified Tenant to waive any right to a trial by jury.

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2.2.2.7. Waiver of right to appeal court decision. Agreement by the Qualified Tenant to waive the Qualified Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

2.2.2.8. Qualified Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the Qualified Tenant to pay attorney's fees or other legal costs even if the Qualified Tenant wins in a court proceeding by the Owner against the Qualified Tenant. The Qualified Tenant, however, may be obligated to pay costs if the Qualified Tenant loses.

2.3. Termination of Tenancy. Owner may not terminate the tenancy or refuse to renew the lease of a Qualified Tenant except for serious or repeated violation of the terms and conditions of the Lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or Owner's refusal to renew must be preceded by not less than thirty (30) days' notice by the Owner's service upon the Qualified Tenant of a written notice specifying the grounds for the action; provided, however, termination for cause may be preceded by not less than three (3) days' notice.

2.4. Nondiscrimination Covenant. By acceptance hereof, the Owner agrees, for itself, its successors and assigns, to refrain from restricting the rental, or lease of the Project on the basis of race, color, creed, religion, ancestry, sex, marital status, national origin or age of any person. All leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, and this lease or sublease is made and accepted upon and subject to the following conditions: That there be no discrimination against or segregation of, any person or group of persons, on account of race, color, creed, religion, handicap, national origin, sex, sexual orientation, marital status, age or ancestry in the leasing, subleasing, transferring, use or enjoyment of the land herein leased or subleased, nor shall the lessee himself or herself, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subleases, or subtenants in the land herein leased."

2.5. Non-Qualifying Adjusted Income and Carry-over Tenants. Subject to the applicable requirements and provisions of, and changes to, Section 42 of the IRS Code (to the extent applicable to the Project), if, upon attempted recertification of a Qualified Tenant of a Restricted Unit, the Owner determines that the tenant is no longer a member of the Target Population, such tenant may be permitted to continue to occupy the Restricted Unit at the rental rate as provided for in this Covenant (a "**Carry-over Tenant**") until such tenant chooses to vacate the Restricted Unit. After the Restricted Unit is vacated, the Restricted Unit shall be re-rented to a Qualified Tenant pursuant to all the terms and conditions of this Covenant.

2.6. Compliance with Covenant. Owner covenants to faithfully and diligently execute its duties under this Covenant.

2.7. Maintenance and Compliance with Law. Owner agrees to maintain all interior and exterior improvements, including landscaping, on the Project in good condition, repair and sanitary condition (and, as to landscaping, in a healthy condition) and in accordance with any management

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plan approved by the County (including without limitation any landscaping and signage), as the same may be amended from time to time, and all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner acknowledges the great emphasis the County places on quality maintenance to protect its investment and to provide quality low-income housing for its constituents and to ensure that all County subsidized affordable housing projects within the County are not allowed to deteriorate due to deficient maintenance. In addition, Owner shall keep the Project free from all graffiti and any accumulation of debris or waste material. Owner shall promptly make all repairs and replacements necessary to keep the Project in good condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials.

In the event that Owner breaches any of the covenants contained in this section and such default continues after the expiration of the applicable cure period, then the County, in addition to whatever other right or remedy it may have under this Covenant, or at law or in equity, shall have the right to enter upon the Project and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the County shall be permitted (but is not required) to enter upon the Project and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the Project. Owner shall promptly pay to the County, as applicable, the amount of the expenditure arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, including a fifteen percent (15%) administrative charge. Where no applicable cure period is otherwise specified in the management plan, a cure period of five (5) days after written notice from the County shall apply to corrections respecting graffiti, debris, waste material, and general maintenance. Likewise, a cure period of thirty (30) days after written notice from the County shall apply to correction respecting landscaping and building improvements where no applicable cure period is otherwise specified in the management plan.

2.8. Restriction on Sale or Transfer of the Project. The Owner hereby covenants and agrees not to voluntarily sell, transfer or otherwise dispose of the Property or the Project, or any portion thereof (other than for individual tenant use as contemplated hereunder), without obtaining the prior written consent of the County. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Property or the Project in violation of this section shall be null, void and without effect, shall cause a reversion of title to the Owner and shall be ineffective to relieve the Owner of its obligations under this Covenant. Any transfer of the Property or the Project to any entity, whether or not affiliated with the Owner, shall be subject to the provisions of this section. Notwithstanding the foregoing, any transfer permitted under, or otherwise consistent with, the separate loan documents evidencing the County's existing loans to the Owner for the Project shall be deemed approved by the County under this Covenant.

3. **Covenants to Run with the Land**. All conditions, covenants, and restrictions contained in this Covenant shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by County, its successors and assigns, against Owner, its successors and assigns, to or of the Project or any

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portion thereof or any interest therein, and any party in possession or occupancy of said Project or portion thereof.

3.1. Authority to Alter Covenant. The County and its successors and assigns, and Owner and the permitted successors and assigns of Owner in and to all or any part of the fee title to the Project, shall jointly have the right upon written agreement signed by both Parties to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or restrictions contained in this Covenant without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Project. The covenants contained in this Covenant, without regard to technical classification shall not benefit or be enforceable by any owner of any other real property within or outside the Project, or any person or entity having any interest in any other such realty.

3.2. Validity of Good Faith Liens. No breach of any of the provisions of this Covenant shall impair, defeat or render invalid the lien of any mortgage, deed of trust or like encumbrance made in good faith and for value encumbering the Property or the Project or any portion thereof.

4. Burden and Benefit. The County and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Property and the Project in that the Owner's legal interest in the Project is rendered less valuable thereby. The County and the Owner hereby further declare their understanding and intent that the benefit of such covenants touching and concerning the land is the enhancement and increased enjoyment and use of the Project by Qualified Tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by the furthering of public purposes for which the Loan was made.

4.1. County as Beneficiary. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that County shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of County and such covenants shall run in favor of County for the entire period during which such covenants shall be in force and effect, without regard to whether County is or remains an owner of any land or interest therein to which such covenants relate. County shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any action at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

5. Consideration. The County has entered into the Contract with the Sponsor for the purpose, among others, of inducing the Sponsor to cause the Owner to provide affordable permanent housing in the County of Orange. In consideration of funds granted to the Sponsor under the Contract, and utilized by the Sponsor to fund the Sponsor Loan, the Owner has entered into this Covenant and has agreed to restrict the Restricted Units of the Project according to the provisions and conditions set forth herein.

6. Term of the Covenant. This Covenant shall automatically terminate on the date which is twenty (20) years from the date of recordation of this Covenant, if not earlier terminated by mutual consent of Owner and County.

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7. **Default**. Among others, each of the following failures occurring during the term of this Covenant shall constitute an "Event of Default" by Owner if such failure continues uncured or without Owner commencing to diligently cure for thirty (30) days after notice thereof in writing is given by the County to Owner, provided that if Owner has commenced cure but cannot complete such cure reasonably within thirty (30) days, Owner shall have ninety (90) days from the date of notice to cure such failure without such failure constituting an "Event of Default":

(a) Failure to operate and maintain the Property according to this Covenant (including but not limited to Paragraph 2 above), and any other applicable state and federal laws and regulations;

(b) Owner's unauthorized sale or transfer of the Property;

(c) Any fraudulent act or omission by the Owner pertaining to or made in connection with the receipt and use of the Sponsor Loan funds or ongoing operation and maintenance of the Property during the Term of the Covenant.

8. Remedies. Upon the occurrence of any Event of Default, or any other violation of other provisions of this Covenant by Owner, following applicable notice and cure periods, County may seek any and all remedy available to it at law or equity, including, but not limited to, specific performance, and in addition the following remedies:

No right, power, or remedy given to the County by the terms of this Covenant is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Owner and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy. County shall accept any cure made by any partner of Owner on the same terms and conditions as if made by Owner.

9. Notice. Notices or other communications which may be required or provided under the terms of this Covenant shall be given as follows:

County
Office of Care Coordination
400 W. Civic Center Drive, 3rd FL
Santa Ana, CA 92701

Owner
AFH Casa Colibri LP
c/o American Family Housing
15161 Jackson Street
Midway City, CA 92655
Attn: Chief Executive Officer

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With a copy to:

Veloce Partners, Inc.
c/o VP Mariposa LLC
27762 Antonio Parkway, Suite L1-624
Ladera Ranch, CA 92694
Attn: David C. Nahas, President

With a copy to:

MCC Housing LLC
c/o Merritt Community Capital Corporation
1901 Harrison Street, Suite 1650
Oakland, CA 94612
Attention: President & CEO

With a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. 5th Street, Suite 5880
Los Angeles, CA 90071
Attention: Rachel Rosner

9.1.1. Notwithstanding anything to the contrary contained in this Covenant, this Covenant shall be subordinate to the following existing deeds of trust recorded against the Property prior to the recordation of this Covenant (collectively, the "**Senior Indebtedness**"): (i) the deed of trust in favor of Zions Bancorporation, N.A., dba California Bank & Trust Trustor; (ii) the deed of trust in favor of Citibank, N.A.; and (iii) the deeds of trust in favor of the County.

Notwithstanding anything to the contrary contained in this Covenant, Owner may refinance the Senior Indebtedness without the prior consent of the County (the "**Refinanced Indebtedness**"), and the County hereby agrees to subordinate this Covenant to the Refinanced Indebtedness and the lien of any deed of trust or mortgage securing the Refinanced Indebtedness, provided that the principal balance of the Refinanced Indebtedness does not exceed the then outstanding principal balance of the Senior Indebtedness plus the costs of refinancing the Senior Indebtedness.

10. **Counterparts**. This Covenant may be executed in counterpart signatures and multiple originals, each of which shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Owner and County have executed this Covenant the day and year first above written.

"Owner"

AFH CASA COLIBRI LP, a California limited partnership

By: 15081 Jackson LLC, a California limited liability company,
Its managing general partner

By American Family Housing,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Myles A. Peinemann II
Chief Executive Officer

"County"

COUNTY OF ORANGE, a political subdivision
of the State of California

By: _____
Office of Care Coordination, County of Orange

APPROVED AS TO FORM

LEON J. PAGE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

_____ Dated: _____
[DEPUTY NAME], Deputy

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)
On _____, before me_____
(insert name and title of the officer)

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)
On _____, before me_____
(insert name and title of the officer)

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THE NORTH 60 FEET OF LOT 34 OF TRACT NO. 627, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 24, PAGE 48, OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, EXCEPTING THEREFROM THE WESTERLY 162.5 FEET OF SAID LAND.

PARCEL B:

THE SOUTH HALF OF LOT 35 AND THE NORTH 10 FEET OF THE WEST 162.50 FEET OF LOT 34 IN TRACT NO. 627, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24, PAGE 48, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE WEST 30.00 FEET THEREOF, AS DESCRIBED IN DEED TO THE COUNTY OF ORANGE RECORDED DECEMBER 15, 1975 IN BOOK 11595, PAGE 1349, OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL C:

THE WEST 162.5 FEET OF THE NORTH 60.00 FEET OF LOT 34 OF TRACT NO. 627, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 24, PAGE 48, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE NORTH 10 FEET.

ALSO EXCEPTING THEREFROM THE WEST 30.00 FEET THEREOF, AS DESCRIBED IN DEED TO THE COUNTY OF ORANGE RECORDED DECEMBER 15, 1975 IN BOOK 11595, PAGE 1349, OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

APN: 107-151-36, APN: 107-151-60 AND APN: 107-151-61

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

EXHIBIT 1 – HOMELESS SERVICE SYSTEM PILLARS ATTESTATION

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EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf
- Summary Document - https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf

Respondents/Bidders shall Complete, Sign and Submit Exhibit X with Proposal/Bid Response:

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

Please select which of the Homeless Service System Pillar(s) that applies to the services being proposed/bid.

- ☐ **PREVENTION**
- ■ **OUTREACH & SUPPORTIVE SERVICES**
- ☐ **SHELTER**
- ☑ **HOUSING**

Please provide a brief description to outline how your proposal/bid meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit X.

Please see Exhibit A - Avon River Apartments and Casa Colibri Apartments

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

1. Respondent/Bidder recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

   Initial MP

2. Respondent/Bidder acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

   Initial MP

3. Respondent/Bidder acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

   Initial MP

4. Respondent/Bidder recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

   Initial MP

5. Respondent/Bidder attests the proposal/bid submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. Respondent/Bidder also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

(Signature Required) Chief Executive Officer, American Family Housing — **(Date)** OCTOBER 1, 2025

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

Housing is the solution to end a person's homelessness and provides a sustainable place to live long-term. AFH is proposing a request for mid-construction gap funding for two separate housing projects that will end homelessness for people by providing a permanent home with supportive services, ensuring sustainability and stability.

Casa Colibri will provide 65 units, including 63 affordable one-bedroom apartments and two two-bedroom manager units. Of these, 50 units will be designated as special needs housing for individuals and families experiencing homelessness with incomes at or below 30% of AMI, and 13 units will be reserved for low-income households at or below 60% of AMI. Casa Colibri is designed to promote stability and community, with shared indoor/outdoor gathering areas, security measures, and fully furnished special needs units. The development will also include on-site supportive service offices where case managers will deliver individualized case management, service coordination, and tenant engagement activities. **Casa Colibri is set to open in late 2026.**

Avon River Apartments, developed in partnership with the County of Orange, the City of Costa Mesa, and the City of Newport Beach, will offer 76 fully renovated rental homes for households at risk of or transitioning out of homelessness. The community will feature modern design, indoor and outdoor common spaces, parking, and easy access to transportation and shopping. AFH's property management team will oversee the community, ensuring a safe, welcoming environment through proactive management practices and resident-centered lease agreements. AFH will also provide on-site supportive services to connect residents to physical, behavioral, dental, developmental, and social supports. **Avon River is set to open in spring 2026.**

Project Design and Administration

Both Avon River Apartments in Costa Mesa and Casa Colibri Apartments in Midway City are designed with a tenant-centered approach. Each community features on-site laundry, program and community spaces, and restorative landscaping to support wellness and integration. AFH actively engages the community in dialogue and education throughout the planning and development process. A Tenant Advisory Council ensures that resident voices shape operations and services.

Property and Housing Management

AFH's management teams prioritize education, engagement, and empowerment. Tenants are informed of their rights and responsibilities as leaseholders and supported with culturally appropriate documentation and translation services. Move-in processes are streamlined to reduce barriers and ensure households transition quickly from homelessness to housing. Staff adopt a trauma-informed, supportive approach—treating

Docusign Envelope ID: 0A769C3C-9D6F-4004-BBD0-19C8E73E1112

occupancy issues as opportunities for growth rather than punishment. AFH will be providing property management services at Avon River, while Solari Enterprises is engaged to provide services at Casa Colibri.

Supportive Services

Services are voluntary, customized, and comprehensive, creating a high likelihood of tenant engagement.

- At Avon River, staffing includes 3.5 case managers, and a program manager, supported by $324,250 in project cash flow.
- At Casa Colibri, the team includes 3.5 case managers, a resident services coordinator, and a program manager, with $180,000 allocated for services.
- Across both sites, tenants access case management, peer support, health and behavioral care, employment and education support, documentation assistance, and life skills training. AFH partners with local providers to connect residents with crisis counseling, therapy, peer advocacy, and wellness programs.

Community Integration

AFH recognizes that supportive housing does not operate in isolation. Both projects build strong partnerships with community stakeholders to promote stability, belonging, and positive neighborhood change. By aligning housing with services and community engagement, Avon River and Casa Colibri will exemplify best practices in supportive housing.

Contract Summary Form

OC Expediter Requisition #: 1737791

Permanent Housing Solutions – American Family Housing

SUMMARY OF SIGNIFICANT CHANGES

Contract for Permanent Housing Solutions will help support the production of permanent supportive housing in Orange County for individuals experiencing chronic homelessness.

SUBCONTRACTORS

N/A

The American Family Housing Budget:

Budget Period 1 (December 16, 2025, through June 30, 2026) & Period 2 (July 1, 2026, through June 30, 2027):	
CAPITAL COSTS	
Construction - Progress Payments – Avon River	$687,034
Construction – Progress Payments – Casa Colibri	$1,978,570
Modular Units – Retention – Casa Colibri	$176,430
SUBTOTAL CAPITAL COSTS	**$2,842,034**
TOTAL GROSS COSTS	**$2,842,034**
TOTAL MAXIMUM OBLIGATION	**$2,842,034**

The American Family Housing FTEs:

N/A

RFP # 017-2875004-EA

RFP: Services Coordination, Permanent Housing Delivery, and Prevention and Shelter Diversion Services

Final Scoring Summary

Program B: Permanent Housing Delivery

Final Written and Interview Scores:

Respondent/Proposer	Evaluators					Total
	1	2	3	4	5	
American Family Housing	808	799	791	741	782	**3921**
PATH	723	767	656	639	735	**3520**
Mercy House Living Centers	638	733	700	695	744	**3510**
WISEPlace	676	652	745	642	722	**3437**
Friendship Shelter	727	638	677	679	662	**3383**
Volunteers of America of Los Angeles	555	699	668	606	696	**3224**

Final Ranking After Adding Cost Scores and Removal of Highest and Lowest Scores:

Respondent/Proposer	Evaluators					COST	Total
	1	2	3	4	5		
American Family Housing		799	791		782	**300**	**2672**
Mercy House Living Centers		733	700	695		**252**	**2380**
PATH	723		656		735	**63**	**2177**
Friendship Shelter			677	679	662	**135**	**2153**
WISEPlace	676	652			722	**84**	**2134**
Volunteers of America of Los Angeles			668	606	696	**162**	**2132**

County Executive Office

Memorandum

RECEIVED
2025 DEC 11 AM 9:16
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

December 10, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.12.10 14:34:45 -08'00'

Subject: Supplemental Request According to Board Rule 21

S28H

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 16, 2025, Board Hearing.

Agency: County Executive Office / Office of Care Coordination
Subject: Approve Contracts for Services Coordination
Districts: All Districts

Reason Item is Supplemental: The Contracts for Services Coordination are being presented as Supplemental to the Board of Supervisors (Board) as a result of extensive contract negotiations, in support of meeting funding source expenditure and obligations, and following the Orange County Continuum of Care Board's approval at the December 5, 2025, meeting. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: The Contracts for Services Coordination cannot be delayed given that the Contractors are having to operationalize and implement the services as described in the Contracts of Services Coordination in an expedited timeline to ensure funding source expenditures are met. Failure to meet these expenditure milestones, jeopardizes state funding and limits the County's ability to respond to homeless conditions in the community.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: 8167FA04-3693-44EC-92EB-AA1B05D68B70

Agenda Item *Clerk's Use Only* S28H

SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

RECEIVED
2025 DEC 11 AM 9:16
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	12/16/25
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Digitally signed by Michelle Aguirre Date: 2025.12.10 14:33:32 -08'00' *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Douglas Becht (714) 834-2323 Zulima Lundy (714) 834-6805

SUBJECT: Approve Contracts for Services Coordination

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.12.10 14:33:59 -08'00'	Approve agreements as to form	Choose an item.
CEO Signature	*Action*	Choose an item.
	DocuSigned by: Christopher Anderson *County Counsel Signature*	

Budgeted: No **Current Year Cost:** $1,128,793 **Annual Cost:** FY 2026-27 $2,053,652

Staffing Impact: No **# of Positions:** **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: State: 100% (HHAP) **County Audit in last 3 years** No
Levine Act Review Completed: Yes
Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or Deputized designee to execute Contract with Friendship Shelter, Inc. for Services Coordination for Individuals and Transitional Aged Youth in the South Service Planning Area in an amount not to exceed $1,033,205, effective December 16, 2025, through June 30, 2027, renewable for three additional one-year terms.

2. Authorize the County Procurement Officer or Deputized designee to execute Contract with Orangewood Foundation for Services Coordination for Transitional Aged Youth in the North and Central Service Planning Areas in an amount not to exceed $949,240, effective December 16, 2025, through June 30, 2027, renewable for three and a half additional one-year terms.

3. Authorize the County Procurement Officer or Deputized designee to execute Contract with The Hub OC for Services Coordination for Individuals and Families in the North and Central Service Planning Areas in an amount not to exceed $1,200,000, effective December 16, 2025, through June 30, 2027, renewable for three and a half additional one-year terms.

4. 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 each Contract. The use of this contingency cost interest is subject to approval requirement established by the County Procurement.

SUMMARY:

Approval of the Contracts for Services Coordination will provide individuals, families and transitional aged youth experiencing homelessness in Orange County with access comprehensive case management and linkages to resources that promote placement into housing and housing stability.

BACKGROUND INFORMATION:

The Homeless Housing, Assistance and Prevention (HHAP) Program was established by the State of California to provide local jurisdictions with funds to support regional coordination and expand or develop a unified response to homelessness, and funding to continue the efforts to end homelessness through permanent housing and supportive services informed by best practices.

The County of Orange's (County) Office of Care Coordination serves as the administrative entity for the HHAP Program on behalf of the Orange County Continuum of Care (CoC). The Office of Care Coordination also serves as the administrative entity for the HHAP Program on behalf of the County.

On August 28, 2025, the Office of Care Coordination issued a Request for Proposals (RFP) to seek qualified providers for Services Coordination, Permanent Housing Delivery, and Prevention and Shelter Diversion Services to be funded with HHAP. The RFP solicited for three program components:

a. Program A: Services Coordination and Services Coordination for Transitional Aged Youth (TAY)
b. Program B: Permanent Housing Delivery and Permanent Housing Delivery for TAY
c. Program C: Prevention and Shelter Diversion Services

There were eight (8) respondents to the RFP for Program A: Services Coordination and three (3) respondents to the RFP for Program A: Services Coordination for TAY. A five-member panel with expertise in program design and administration evaluated the proposals and recommended award to the highest ranked proposers, whose proposal most met the needs and requirements set forth in the RFP. The Office of Care Coordination has completed successful negotiations with the providers and recommends award of contracts to Friendship Shelter Inc. (Friendship Shelter), The Hub OC for Services Coordination, and Friendship Shelter and Orangewood Foundation for Services Coordination for TAY. See Attachment G for RFP Evaluation Criteria and Summarized Score Sheet.

Program A: Services Coordination Respondent Scores

Respondent	Aggregate Scores
Friendship Shelter	2,181
The Hub OC	2,166
Orange County's United Way	2,133

Volunteers of America of Los Angeles	2,080
Thomas House Temporary Shelter	2,008
Orange County Asian and Pacific Islander Community Alliance, Inc.	1,980
HOPE Center of Orange County	1,828
Mercy House Living Centers	1,818

Program A: Services Coordination for TAY Respondent Scores

Respondent	Aggregate Scores
Orangewood Foundation	2,224
Friendship Shelter	2,119
Orange County Asian and Pacific Islander Community Alliance, Inc.	1,937

Notices of Intent to Award were issued on November 18, 2025. No protests were received from other RFP respondents.

Scope of Services:
Under the proposed Contracts, the Services Coordination and Services Coordination for TAY (Programs) will provide Services Coordination to individuals, families and TAY experiencing homelessness in Orange County (Participants). The Programs will be low-barrier and facilitate connections to the most appropriate services and resources across the System of Care including intensive case management services that focus on linkage to healthcare, shelter, basic needs, benefits advocacy, employment resources, and permanent housing.

The Programs will include the following services at minimum:

a. Intake and assessment to engage and enroll Participants in the Program to ensure understanding of the history of participation in other homeless service assistance programs and collect necessary demographic information.
b. Creation of an Individualized Housing and Service Plan (IHSP) to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.
c. Function as an Access Point to support Participants in accessing the Coordinated Entry System (CES) through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.
d. Housing-focused case management services to support Participants with locating housing options that meet the Participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the IHSP. The IHSP will address alternate strategies to ensure that progress is not solely dependent on CES outcomes.
e. Provision of field-based case management services support Participants in navigating and accessing resources, attending appointments related to their IHSP, and other appointments as needed for healthcare, behavioral health, substance use disorder treatment, benefits advocacy, temporary shelter, and other resources.
f. Housing stabilization services once a participant is placed in permanent housing to support in sustaining stability and provide tenancy support.
g. Ensure that Participants who are not connected to Medi-Cal and those who may not be eligible for California Advancing and Innovation Medi-Cal (CalAIM) have access to the services offered by the program. Support eligible Participants to enroll in CalAIM services.

h. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and./or programs
i. Implementation of Services Coordination Problem Solving funding to provide flexible stabilizing support to Participants to overcome barriers to housing.

Each provider has a specific target population and number of households to be served, outlined in the table below.

Provider	Target Populations	Households to be Served
Friendship Shelter	TAY (individuals between the ages of 18 to 24), Individuals (adults ages 18 or older) and Older Adults (ages 62 and older) in the South SPA	200 households, including 45 TAY households and 30 Older Adults households
Orangewood Foundation	TAY (individuals between the ages of 18 to 24) in the North and Central SPAs	264 TAY households
The Hub OC	Individuals (adults ages 18 and older) and Families (households with at least one adult and one minor child) in the North and Central SPAs	170 households

Performance Outcomes:
The outcome measures for Services Coordination and Services Coordination for TAY are detailed below.
a. 85 percent of participants will have an IHSP within thirty (30) calendar days of program enrollment
b. 85 percent of participants will be connected to the CES within 30 days of program enrollment
c. At minimum, 30 percent of participants will enroll in an emergency shelter or temporary housing destination while enrolled in the Program
d. At minimum, 30 percent of participants will exit to a permanent housing destination
e. Of participants placed in permanent housing, 85 percent will retain housing at 12 months
f. At minimum, 25 percent of participants will be referred to behavioral health services
g. At minimum, 25 percent of participants will be referred to healthcare services
h. At minimum, 15 percent of participants will be referred to substance use services
i. At minimum, 15 percent of participants will be referred to mainstream benefits

The Orange County CoC Board approved the recommended providers to provide Services Coordination and to receive HHAP funding allocated the CoC at a special meeting of the CoC Board on December 5, 2025. The Office of Care Coordination will also utilize available HHAP County funding to support the implementation of these Programs.

The agreed upon Scope of Services outlined in the Contracts are in alignment with the Outreach and Support Services and Housing Pillars' best practices, guiding principles and commitment as detailed in the Homeless Service System Pillar Report as approved by the Commission to Address Homelessness.

The Orange County Preference Policy is not applicable to these Contract awards. The appropriate due diligence has been conducted and the non-profits have been verified to be in good standing. The Office of Care Coordination has verified that there are no concerns that must be addressed with respect to Subrecipient's ownership/name, litigation status or conflicts with County interests The Contract with Orangewood Foundation does include a subcontractor. The Contracts with Friendship Shelter and The Hub

OC do not include subcontractors or pass through to other providers. See Attachment D for the Contract Summary Forms. An analysis was completed to verify the Contracts provides County with persons specially trained, experienced, expert and competent to perform the special services in accordance with the law.

The Contracts are being submitted for the Board's approval less than 30 days prior to the start of the contract due to ongoing and extensive negotiations, funding source timeline restrictions, and required Continuum of Care Board approval.

The Office of Care Coordination requests the Board approve the Contracts with Friendship Shelter, Orangewood Foundation, and The Hub OC as referenced in the Recommended Actions above. Approval of Recommended Actions will support the County's effort to build a responsive System of Care that meets the needs of different segments of the homeless population in achieving housing and increased income.

FINANCIAL IMPACT:

The appropriations for the Contract are included in FY 2025-26 Mid-Year Budget Adjustment Report (MBAR) for Office of Care Coordination, Budget Control 018 and will be offset by Transfers In from Care Coordination Fund, Fund 12L.

The proposed Contracts include provisions allowing the County to terminate the Contracts, reduce the level of services, and/or renegotiate the levels of services provided, as necessary. This includes a notice that allows CEO adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Contract with Friendship Shelter, Inc.
Attachment B – Contract with Orangewood Foundation
Attachment C – Contract with The Hub OC
Attachment D – Contract Summary Form for Friendship Shelter, Inc.
Attachment E – Contract Summary Form for Orangewood Foundation
Attachment F – Contract Summary Form for The Hub OC
Attachment G – RFP Evaluation Criteria and Summarized Score Sheets

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Contract MA-017-26010684

For

Services Coordination in the South Service Planning Area

Between

County Executive Office - Office of Care Coordination

And

Friendship Shelter Inc.

Docusign Envelope ID: 17197C0E-2A2D-4ECF-B9DB-AE619BB7BE35

CONTRACT

MA-017-26010684
Between
County of Orange
and
Friendship Shelter Inc.
For
Services Coordination in the South Service Planning Area

This Contract MA-017-26010684 for Services Coordination in the South Service Planning Area (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 Friendship Shelter Inc., a California Non-Profit Corporation (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 Attachment and Exhibit, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Exhibit I – Homeless Pillars Attestation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Services Coordination in the South Service Planning Areas under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Services Coordination, in the South Service Planning Areas as set forth herein, and Contractor represented that it is qualified to provide Services Coordination in the South Service Planning Area to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Services Coordination in the South Service Planning Area 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 A; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Services Coordination in the South Service Planning Area with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Docusign Envelope ID: 17197C0E-2A2D-4ECF-B9DB-AE619BB7BE35

I. 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 services is of the essence in this Contract. County reserves the right to refuse any 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. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

Docusign Envelope ID: 17197C0E-2A2D-4ECF-B9DB-AE619BB7BE35

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 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.

Docusign Envelope ID: 17197C0E-2A2D-4ECF-B9DB-AE619BB7BE35

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. 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.

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21. 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.

22. 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.

23. 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.

24. 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.

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

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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.

25. 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.

26. 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.

27. 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.

II. 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.

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. Contractor agrees to keep such

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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).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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.

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

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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

Required Coverage Forms

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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

7. Professional Liability

Minimum limits and coverage

$1,000,000 per claims-made or occurrence; $1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

8. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

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A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

9. Employee Dishonesty (Client Coverage)

Minimum limits and coverage

$100,000 per occurrence

(Limit commensurate limit with exposure)

Required Endorsements

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

III. ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Services Coordination for the South Service Planning Area 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 Tuesday, December 16, 2025, and shall continue through June 30, 2027, unless otherwise terminated as provided herein.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one-year periods. 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 Procurement Agent (DPA).

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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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, 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" Article 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

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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.

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. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. 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 timelines. 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.

12. Contractor Personnel – Reference Checks:

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.

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13. Contractor's Expense:

The Contractor will be responsible for all costs related to photocopying, 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.

14. 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 worn at all times while working on County property. The assigned Deputy Procurement 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.

15. 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 Procurement Agent.

16. 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 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.

17. 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 claims, demands or

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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" 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 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.

18. 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.

19. 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.

20. 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:

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A. The Contractor shall submit to the agency/department assigned Deputy Procurement 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 Procurement 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 "Termination" herein.

21. 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.

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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.

22. 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."

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.

23. 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.

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24. 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.

25. 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 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.

26. Headings:

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

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27. 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.

28. 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.

29. 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 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.

30. 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.

31. 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.

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32. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement 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.

33. 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 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.

34. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

35. 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.

36. 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.

37. 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

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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:	Friendship Shelter Inc.
Attn:	Lisa Talmage
Address:	PO Box 4252 Laguna Beach, CA 92652
Phone:	N/A
Email:	ltalmage@friendshipshelter.org

County's Project Manager: County Executive Office - Office of Care Coordination	
Attn:	Zulima Lundy
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-6805
Email:	Zulima.Lundy@ceo.oc.gov

cc: County Executive Office - Office of Care Coordination/Procurement Services	
Attn:	Eric Axe, County DPA
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-7273
Email:	eric.axe@ceo.oc.gov

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ARTICLE IV. ADDITIONAL TERMS AND CONDITIONS, BUSINESS ASSOCIATE AGREEMENT

1. Obligations and Activities of Contractor as Business Associate Additions

A. If Contractor receives Social Security data from County provided to County by a state agency, upon request by County, Contractor shall provide County with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.

B. Contractor will notify County if Contractor is named as a defendant in a criminal proceeding for a violation of Health Insurance Portability and Accountability Act (HIPAA). County may terminate the Contract if Contractor is found guilty of a criminal violation in connection with HIPAA. County may terminate the Contract if a finding or stipulation that Contractor has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Contract.

C. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the Contract, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

D. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the HIPAA regulations and other applicable laws relating to the security or privacy of Protected Health Information (PHI). Upon County's request, Contractor agrees to promptly enter into negotiations with County concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event:

1. Contractor does not promptly enter into negotiations to amend this Business Associate Contract when requested by County pursuant to this Section; or

2. Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that County deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

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2. Security Rule Additions

A. Contractor shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.

B. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. Contractor will provide County with its current and updated policies upon request.

C. Contractor shall ensure the continuous security of all computerized data systems containing electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall protect paper documents containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. These steps shall include, at a minimum:

1. Complying with all of the data system security precautions listed under the Section titled "Data Security Requirements," below;

2. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of County;

3. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

D. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with County.

3. Data Security Requirements

A. Personal Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of County in connection with Contract, or access or disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.

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2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Contractor's privacy policies and procedures, including termination of employment where appropriate.

3. Confidentiality Statement. All persons that will be working with PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following the termination of the Contract.

4. Background Check. Before a member of the workforce may access PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

B. Technical Security Controls

1. Workstation/Laptop encryption. All workstations and laptops that store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County.

2. Server Security. Servers containing unencrypted PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable media devices. All electronic files that contain PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf County must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.

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5. Antivirus software. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

7. User IDs and Password Controls. All users must be issued a unique username for accessing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    a. Upper case letters (A-Z)

    b. Lower case letters (a-z)

    c. Arabic numerals (0-9)

    d. Non-alphanumeric characters (punctuation symbols)

8. Data Destruction. When no longer needed, all PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Other methods require prior written permission by County.

9. System Timeout. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

10. Warning Banners. All systems providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must display a warning banner stating that data is confidential, systems are logged, and system use is for

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business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12. Access Controls. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. Transmission encryption. All data transmissions of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County outside the secure internal network must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 certified algorithm which is 128bit or higher, such as Advance Encryption Standard (AES). Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. Log Reviews. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a routine procedure in place to review system logs for unauthorized access.

3. Change Control. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Control

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1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Contract for more than 24 hours.

2. Data Backup Plan. Contractor must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department of Health Care Services (DHCS) PHI or Personal Information (PI) should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and County (e.g. the application owner) must merge with the DRP.

E. Paper Document Controls

1. Supervision of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. Escorting Visitors. Visitors to areas where PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. Removal of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must not be removed from the premises of the Contractor except with express written permission of County.

5. Faxing. Faxes containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. Mailing. Mailings containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI County discloses to Contractor or Contractor

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creates, receives, maintains, or transmits on behalf of County in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.

4. Prohibited Uses and Disclosures

A. Contractor shall not disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, except with the prior written consent of County and as permitted by 42 USC § 17935(d)(2).

5. Personal Information Privacy and Security Contract

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. **Definitions:**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the County or DHCS, received by Contractor from the County or DHCS or acquired or created by Contractor in connection with performing the functions, activities and services specified in the Contract on behalf of the County.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

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7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores Pl.

B. **DHCS PI and PII Uses and Disclosure:**

1. Permitted Uses and Disclosures of DHCS PI and PII by Contractor. Except as otherwise indicated in these terms and conditions, Contractor may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the County pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.

2. Responsibilities of Contractor.

   Contractor agrees:

   a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

   b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor 's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. Contractor will provide County with its current policies upon request.

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c. Security. Contractor shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. Contractor shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

   i. Complying with all of the data system security precautions listed in the Section titled "Data Security Requirements" of the Business Associate Contract; and

   ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

   iii. If the data obtained by Contractor from County includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any of Contractor's agents or subcontractors, to whom Contractor provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of DHCS PI or PII by Contractor or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. Contractor 's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom Contractor subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Contractor receives DHCS PII, upon request by County and/or DHCS, Contractor shall provide County and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with County. With respect to DHCS PI, to cooperate with and assist the County to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction

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of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, Contractor agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. Contractor agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with the Section titled "Breach Discovery and Notification," of the Business Associate Contract to the Contract.

i. Designation of Individual Responsible for Security. Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the County.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Friendship Shelter Inc., A California Non-Profit Corporation

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.

DocuSigned by: DAWN PRICE 8953E407CBD3406...	DAWN PRICE	Executive Director	12/3/2025
Signature	Name	Title	Date
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:

Signed by: CHRISTOPHER ANDERSON 1C7F36B7FBD6450...	CHRISTOPHER ANDERSON	**Deputy**	12/4/2025
Signature	Name	Title	Date

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ATTACHMENT A

1. BACKGROUND

A. The Homeless Housing, Assistance and Prevention (HHAP) Program provides local jurisdictions with funds to support regional coordination, the development of a unified response to homelessness, and funding to continue the efforts to end homelessness through permanent housing and supportive services informed by best-practices. The HHAP Program prioritizes the strategic pairing of these funds with other local, state, and federal funds, with an emphasis on supporting programs and projects with the most impactful use of funds. HHAP funded service coordination programs should demonstrate clear pathways to connect people to permanent housing opportunities. HHAP funded projects should be low barrier and must be compliant with the State of California's Housing First criteria. HHAP funded services should be delivered in a trauma informed and culturally responsive manner.

2. TARGET POPULATION

A. Contractor is to provide services to individuals and transitional age youth (TAY) experiencing unsheltered homelessness in the South Service Planning Area (SPA) of Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homeless.

B. Contractor is to confirm eligibility and review of supporting forms and documentation for Participants to ensure they meet the eligible criteria as established by HUD and California Department of Housing and Community Development (HCD).

C. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1, 3 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

1. Category 1: Literally Homeless: Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:
    a. Has a primary nighttime residence that is a public or private place not meant for human habitation;
    b. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
    c. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
2. Category 3: Homeless Under Other Federal Statutes
    a. Are defined as homeless under the other listed federal statutes;
    b. Have not had a lease, ownership interest in permanent housing during the 60 days prior to the homeless assistance application;
    c. Have experienced persistent instability as measured by two moves or more in the preceding 60 days; and
    d. Can be expected to continue in such status for an extended period of time due to special needs or barriers.
3. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual who:
    a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within

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the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

b. Has no other residence; and

c. Lacks the resources or support networks, e.g., family, friends, faith- based or other social networks, to obtain other permanent housing.

D. At the time of program enrollment, eligible Participants households must meet the above criteria of individuals and/or TAY experiencing homelessness in Orange County. The program should prioritize and focus on assisting individuals and/or TAY experiencing chronic homelessness and/or the longest length of homelessness.

3. PROGRAM DESCRIPTION

A. Scope of Services Overview

1. The purpose of this Contract is for Contractor to provide Services Coordination and function as Access Point for Individuals and Transitional Age Youth (TAY) experiencing homelessness in the South SPA of Orange County. The South SPA Services Coordination for Individuals and TAY Program (Program) will establish a dedicated open access point for adult and TAY households experiencing unsheltered homelessness and will provide services coordination.
2. Contractor shall perform all services set forth in the program description and will be responsible for administering program funded with HHAP funds, as described as follows, in a manner satisfactory to County and consistent with any standards required as a condition of providing HHAP funds, including but not limited to Health and safety Code (HSC) § 5021(a-q), HSC § 50219(c)(1-8), HSC § 50221(a)(1-4), Welfare and Institutions Code (WIC) sections 189999-18999.6, Senate Bill (SB) 1380, and Welfare and Institution (W&I) Code 8255.
3. Contractor shall adhere to all applicable regulations associated with federal and/or state funding sources, including but not limited to the HHAP. Contractor shall ensure all program policies and procedures are in compliance with required federal and/or state regulations.
4. Program must operate in accordance with Housing First Principles as defined in WIC Section 8256 and further outlined in ACL 19-114. Housing First means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, Participant choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness."

B. Description of Services

1. The South SPA Services Coordination for Individuals and TAY Program will provide an open Access Point for individuals and TAY experiencing unsheltered homelessness that will facilitate connection to services. The Program will offer a low-barrier, no-wrong-door pathway. Participants can connect to the program through self-referral, community referral, 2-1-1 Orange County Helpline (211OC), and program outreach. The program will expand referral pathways for individuals and TAY who are not connected to Medi-Cal and ensure access to services regardless of California Advancing and Innovating Medi-Cal (CalAIM) eligibility. The Program will serve as an entry point for the Coordinated Entry System (CES), while providing intensive case management services that focus linkage to healthcare, shelter, basic needs, benefits advocacy, employment resources, and permanent housing. The Program will leverage CalAIM benefits whenever possible, in a non-duplicative way to ensure that Participants access the housing and healthcare resources they are eligible for.
2. The program will be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing with appropriate training to better support general

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management, case management, and security services at the Program. The Program will assist Participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes, and providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability.

C. The South SPA Services Coordination for Individuals and TAY Program shall include the following services at minimum:
   1. Provision of services coordination to connect Participants to services through self-referral, community and organization referral, direct referrals from 211OC, and outreach services.
   2. Intake and assessment to engage and enroll Participants in the Program to ensure understanding of the history of participation in other homeless service assistance programs and collect necessary demographic information.
   3. Creation of an Individualized Housing and Service Plan (IHSP) within 30 days of program enrollment. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.
   4. Function as an Access Point to support Participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.
   5. Enrollment in CES within 30 days of Program enrollment while ensuring that verification of homelessness and disability is quickly obtained to best support the prioritization process.
   6. Housing-focused case management services to support Participants with locating housing options that meet the Participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the IHSP. The IHSP will address alternate strategies to ensure that progress is not solely dependent on CES outcomes.
   7. Provision of outreach services and coordination to promote continuous engagement with Participants enrolled in services, and to coordinate with referring partners to connect Participants in need of initial field-based engagement or warm-handoff appointments.
   8. Provision of case management services that link Participants to healthcare, behavioral health, substance use disorder treatment, benefits advocacy, temporary shelter, and other resources.
   9. Provision of field-based case management services to support Participants in navigating and accessing resources, attending appointments related to their IHSP, attending housing-related and other appointments as needed.
   10. Housing stabilization services once a participant is placed in permanent housing to support in sustaining stability and provide tenancy support.
   11. Ensure that Participants who are not connected to Medi-Cal and those who may not be eligible for CalAIM have access to the services offered by the program. Support eligible Participants to enroll in CalAIM services.
   12. Housing navigation services to support the Participants in identifying available housing units and resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements.
   13. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.
   14. Implementation of Services Coordination Problem Solving funding to provide flexible

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stabilizing support to Participants to overcome barriers to housing.

D. Essential Requirements – Contractor shall:
   1. Ensure the Program will operate during regular business hours, eight (8) hours a day, five (5) days a week and maintain a holiday schedule consistent with the County's schedule unless otherwise approved.
   2. Operate the program to include flexibility to meet eligible Participants outside typical hours of operation to accommodate needs related to employment or other appropriate factors.
   3. Have a 24-hour contact available to program and county staff for emergency purposes and to coordinate responses as appropriate.
   4. Ensure that services will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures.
   5. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to keep Participant information and PII private, confidential, and secure.
   6. Work in partnership with County to deliver services as outlined in the program by being responsive to the needs of the households eligible for services.
   7. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management, staff responsibilities, and coordination.
   8. Track program costs and ensure eligibility for payment within the funding requirements.
   9. Operate, maintain, coordinate and staff the resources for the program.
   10. Coordinate with County agencies, the Orange County CoC and community- based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.
   11. Attend Monthly Provider Meetings regularly to provide feedback and updates to the County as needed.
   12. Participate in County community events as directed by the Office of Care Coordination to provide appropriate services to and support the target population.

E. Use of Funds
   1. Funds shall be used to provide services and operations of the Program as detailed in this Contract. The Program and eligible costs have been informed by best practices frameworks focused on providing services coordination to Participants and assist in transitioning to permanent housing as quickly as possible.
   2. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved Participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.
   3. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low- barrier and promote an engagement rich environment in which Participants make connections to supportive services and stable housing.
   4. Services Coordination Problem Solving Funding:
      a. Expenditures must directly overcome a barrier to the Participant's access to housing and stability. A written justification should be documented for each expenditure.
      b. Expenditures must comply with HHAP eligible use guidelines.
      c. Expenditures over $2,000 per household require pre-approval from County.
      d. Expenditures should only occur when alternative resources could not be identified.
      e. Eligible expenditures could include but are not limited to:

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i. Vehicle repair
ii. Basic needs
iii. Pet-related expenses
iv. Credit repair
v. Family reunification costs
vi. Vital records assistance (out of state)
vii. Educational/workforce training opportunities
viii. Rental arrears/fees
ix. Permanent or temporary housing costs

4. PERFORMANCE METRICS
   A. The following performance measures will be a requirement of this Contract:
      1. Contractor will assist a minimum of 200 eligible Participant Households, including 45 TAY and 30 Older Adults, by providing all components of Services Coordination during the 18-month term of the Contract. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.
      2. Of the Participants enrolled 15% will be individuals who are not connected to Medi-Cal at the time of enrollment.
      3. Maintain a minimum of 15 unduplicated, eligible Participants in a caseload per case manager
      4. Of the Participants enrolled in the Program during the reporting period, 85% of Participants will have an IHSP within thirty (30) calendar days of program enrollment.
      5. Of the Participants enrolled in the program during the reporting period, 85% of Participants will be connected to the CES within 30 days of program enrollment. Connected to the CES at minimum includes a program enrollment; however, the goal is to get program Participants in the community queue as fast as possible.
      6. At minimum, 30% of Participants will enroll into an emergency shelter or temporary housing destination while enrolled in the Program.
      7. Of the Participants enrolled in the program, at minimum 30% will exit to a permanent housing destination.
      8. Of the Participants placed in permanent housing, 85% will retain housing at 12 months.
      9. At minimum, 25% of Participants will be referred to behavioral health service.
      10. At minimum, 25% of Participants will be referred to healthcare services.
      11. At minimum, 15% of Participants will be referred substance use services.
      12. At minimum, 15% of Participants will be referred to mainstream benefits.
      13. On an annual basis, at minimum, the Program must solicit Participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.
      14. Contractor shall meet the following drawdown and expenditure milestones:
          a. 50% of the total contract budget expended within 9 months of execution of contract
          b. 85% of the total contract budget expended within 15 months of execution of contract
          c. 100% of the total contract budget expended within 18 months of execution of contract

   B. County in coordination with Contractor will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the Contract term. Monitoring visits may include, but are not limited to:
      1. Review of Participant file documentation
      2. Review of eligible activity and cost requirements established by federal and/or state program guidelines
      3. Review of policies and procedures and consistent adherence to Program practices

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4. HMIS, Compass OC, and other data entry completion
5. Interviews with Program staff

C. County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

D. County shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.

5. ADMINISTRATIVE ACTIVITIES

A. Reporting Requirements
1. Contractor shall maintain records and make statistical reports as required by Administrator.
2. Contractor is required to submit reporting at regular intervals to County that details progress towards meeting Contracted performance measures.

B. File Maintenance and Documentation
1. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.
2. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.
3. Records providing a full description of each activity undertaken.
4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.
7. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

C. Fiscal Reports
1. Contractor shall submit monthly Year-End Projection Reports to Administrator, to be included in the monthly Expenditure and Revenue Reports. The Year-End Projections will report anticipated year-end actual costs and revenues for Contractor's Program described in the Services Paragraph of this Attachment A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.

D. Staffing Reports
1. Contractor shall submit monthly Staffing Reports to Administrator. These reports will be on a

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form acceptable to, or provided by, Administrator and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Attachment A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by Administrator. The reports will be received by Administrator no later than twentieth (20th) day following the end of the month being reported. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.

E. Programmatic Reports
   1. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect Participant-level data.
   2. Administrator may request additional Program reports of Contractor to determine the quality and nature of services provided hereunder. Administrator will be specific as to the nature of information requested and may allow up to fourteen (14) calendar days for Contractor to respond to request.
   3. Contractor shall submit additional reports as reasonably requested by County and may include the following metrics:
      a. Total number of eligible households that receive assistance;
      b. Composition of the households – demographics, size and type;
      c. Number of unduplicated Participants served;
      d. Caseload movement;
      e. Financial assistance expenditures;
      f. Length of assistance;
      g. Number of Participants exits and exit types;
      h. CES status – total number referrals entered into the CES program and related status:
      i. Individualized Housing and Service Plan status – total number of plans established with Participants and related progress towards completion and
      j. Income increases for Participants.

F. Additional Reports
   1. Contractor shall submit additional reports as reasonably required by Administrator concerning Contractor's activities as they affect the duties and purposes contained in the Contract. Administrator will provide Contractor with at least fourteen (14) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.

G. Incident Reports
   1. Contractor shall report all special incidents to Administrator and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.

H. Subject to mutual agreement in writing, the Contractor and Administrator may alter the reporting requirements.

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6. STAFFING
   A. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated to Subcontractors, Contractor must ensure that any Subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:
      1. Designate the responsible position(s) in your organization for managing the funds allocated to this Program;
      2. Maximize the use of the allocated funds;
      3. Ensure timely and accurate reporting;
      4. Maintain appropriate staffing levels;
      5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
      6. Effectively communicate and monitor the Program for its success;
      7. Maintain communication between the Contract key staff and Program Administrators; and,
      8. Act quickly to identify and solve problems.
   B. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintain of such efforts which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.
   C. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

INDIVIDUALS	**Period 1: December 16, 2025, to June 30 2026**	**Period 2: July 1, 2026, to June 30, 2027**
ADMINISTRATIVE	**FTEs**	**FTEs**
CEO/Executive Director	0.013	0.013
COO	0.013	0.013
Dir. Program Dev. & Comp	0.013	0.013
Director of Finance	0.013	0.013
Accounting Manager	0.013	0.013
Contracts Manager	0.025	0.025
HR Manager	0.013	0.013
HR Coordinator	0.013	0.013
Administrative Assistant	0.013	0.013
Accounts Payable Specialist	0.025	0.025
Accounting Assistant	0.013	0.013
Subtotal Admin FTEs	**0.167**	**0.167**
PROGRAM		
Outreach Program Manager	0.075	0.075

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Outreach Supervisor	0.5	0.5
Access Point Coordinator	0.25	0.25
Intensive Case Manager	2.125	2.125
Compliance Associate	0.025	0.025
Subtotal Program FTEs	**2.975**	**2.975**
Individuals Total FTEs	**3.142**	**3.142**

Transitional Aged Youth (TAY)	**Period 1: December 16, 2025, to June 30 2026**	**Period 2: July 1, 2026, to June 30, 2027**
ADMINISTRATIVE	**FTEs**	**FTEs**
CEO/Executive Director	0.013	0.013
COO	0.013	0.013
Dir. Program Dev. & Comp	0.013	0.013
Director of Finance	0.013	0.013
Accounting Manager	0.013	0.013
Contracts Manager	0.025	0.025
HR Manager	0.013	0.013
HR Coordinator	0.013	0.013
Administrative Assistant	0.013	0.013
Accounts Payable Specialist	0.025	0.025
Accounting Assistant	0.013	0.013
Subtotal Admin FTEs	**0.167**	**0.167**
PROGRAM		
Outreach Program Manager	0.125	0.125
Outreach Supervisor	0.5	0.5
Access Point Coordinator	0.75	0.75
Intensive Case Manager	1.63	1.63
Compliance Manager	0.025	0.025
Compliance Associate	0.1	0.1
Data Manager	0.05	0.05
Data Associate	0.05	0.05
Director of Services	0.05	0.05
Subtotal Program FTEs	**3.28**	**3.28**
TAY Total FTEs	**3.447**	**3.447**

D. Contractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

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E. Contractor and Administrator may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment A to the Contract.

7. BUDGET

A. Payments

1. County shall pay Contractor monthly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.
2. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.
3. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, Administrator may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.
4. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, Administrator may authorize an increase in the provisional amount payment to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.
5. Contractor's invoicing shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.
6. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
7. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.
8. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.
9. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Attachment A to the Contract.
10. County shall pay Contractor in accordance with the Payments Paragraph of this Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator and Contractor. The total of such payments shall not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract.

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INDIVIDUALS	**Period 1: December 16, 2025, to June 30 2026**	**Period 2: July 1, 2026, to June 30, 2027**
ADMINISTRATIVE COSTS		
Salaries	$6,891.43	$13,989.60
Benefits	$1,585.03	$3,217.61
Services & Supplies	$0	$0
Indirect	$15,081.25	$31,706.80
SUBTOTAL ADMINISTRATIVE COSTS	$23,557.71	$48,914.01
PROGRAM COSTS		
Salaries	$82,864.60	$168,215.14
Benefits	$19,058.86	$38,689.48
Services & Supplies	$59,594.40	$119,188.80
Subcontractors	$0	$0
SUBTOTAL PROGRAM COSTS	**$161,517.86**	**$326,093.42**
TOTAL COST	**$185,075.57**	**$375,007.43**
INDIVIDUALS TOTAL	**$560,083.00**	

Transitional Aged Youth (TAY)	**Period 1: December 16, 2025, to June 30 2026**	**Period 2: July 1, 2026, to June 30, 2027**
ADMINISTRATIVE COSTS		
Salaries	$6,891.43	$13,989.60
Benefits	$1,585.03	$3,217.61
Services & Supplies	$0	$0
Indirect	$11,990.58	$23,898.03
SUBTOTAL ADMINISTRATIVE COSTS	$20,467.04	$41,105.24
PROGRAM COSTS		
Salaries	$97,708.26	$198,347.77
Benefits	$22,472.90	$45,619.99
Services & Supplies	$17,333.60	$30,067.20
Subcontractors	$0	$0
SUBTOTAL PROGRAM COSTS	**$137,514.76**	**$274,034.95**
TOTAL COST	**$157,981.80**	**$315,140.20**
TAY TOTAL	**$473,122.00**	

B. Budget/Staffing Modifications

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1. Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by Administrator. Contractor shall submit a properly completed Budget/Staffing Modification Request to Administrator for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Contract period and/or future Contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Administrator prior to implementation by Contractor. Failure of Contractor to obtain written approval from Administrator for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs. Upon written request by Contractor, and at sole discretion of Administrator, Administrator may increase or decrease the Period One and/or Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of County, as specified in the Referenced Contract Provisions of this Contract.

C. Financial Records

1. Contractor shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of Contractor shall be documented, and will be made in accordance with GAAP.

8. Common Terms and Definitions

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. **Access Point** means the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.
2. Admission means documentation, by Contractor, of completion of the entry and program enrollment into Homeless Management Information System.
3. **Care Plus Program (CPP)** means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.
4. **Case Management** means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.
5. **Client or Participant** means an individual or family, referred by County or enrolled in Contractor's Program for services under the Contract, who are experiencing homelessness.
6. **CES** means **Coordinated Entry System** and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for Participants. The Coordinated Entry System covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.
7. **CES Community Queue** means a list of eligible Participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.

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8. **CoC** means **Continuum of Care**, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The Continuum of Care strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are experiencing homelessness as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.
9. **County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care)** are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based Participant services, core organizational and administrative functions, and facility design and operations.
10. **Cultural Competency** – means consideration for cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.
11. **Data Collection System** means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System; however, victim service providers utilize comparable Data Collection Systems.
12. **Engagement** means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant (s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of Participants(s) is the objective of a successful Outreach.
13. **Family** means household with at least one minor child, household with an expectant mother, or household that are working towards reunification with minor children referred by the County.
14. **Harm Reduction** are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant's termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.
15. **Homeless Management Information System (HMIS)** means a database mandated by the U.S. Department of Housing and Urban Development used to collect Participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.
16. **Housing First Principles** include Access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, Participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some Participants' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.
17. **Housing Navigation** means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.
18. **Housing Specialist** means a specialized position dedicated to developing the full array of

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housing options for their program and monitoring their sustainability for the population served in accordance with the minimal housing standards policy set by County for their program. The Housing Specialist is also responsible for assisting Participants with applications to low-income housing, housing subsidies, senior housing, etc.

19. **Individuals** refers to adults aged 18 and older. Individuals may be single person households and adult-only households.
20. **Information and Referrals** refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, food pantries, support groups, etc.
21. **Intake** means the initial meeting between a Participant and Contractor's staff and includes an evaluation to determine if the Participant meets Program criteria and is willing to seek services.
22. **Motivational Interviewing** is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.
23. **Outreach** means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in Contractor developing its own Participant referral sources for the programs it offers.
24. **Program Director** means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.
25. **Progressive Engagement** means a flexible, targeted and efficient approach to to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.
26. **Referral** means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service.
27. **Service Planning Areas (SPA)** means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.
28. **System of Care Data Integration System (SOCDIS)** means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.
29. **Transitional Aged Youth (TAY)** refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.
30. **Trauma-Informed Care** requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.
31. **U.S. Department of Housing and Urban Development (HUD)** means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

B. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A to the Contract.

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf
- Summary Document - https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf

Respondents/Bidders shall Complete, Sign and Submit Exhibit X with Proposal/Bid Response:

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

Please select which of the Homeless Service System Pillar(s) that applies to the services being proposed/bid.

- ☐ **PREVENTION**
- ☑ **OUTREACH & SUPPORTIVE SERVICES**
- ☐ **SHELTER**
- ☑ **HOUSING**

Please provide a brief description to outline how your proposal/bid meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit X.

In alignment with the guiding principles and best practices of the Housing pillar, Friendship Shelter's proposed Services Coordination and Permanent Supportive Housing provision are voluntary, but also customized, and comprehensive, and target the needs of all household members, creating a high likelihood that the tenants engage in services. Friendship Shelter has established connections to mainstream and community-based resources and is able to facilitate access to services. Our staff support tenants in developing and strengthening connections to their community.

The methods outlined throughout this proposal are rooted in best practices, including housing-first, trauma-informed care, harm reduction, person-centered services, assertive engagement and progressive engagement. Our method of engagement consistently incorporates:

- Low-barrier, nonjudgmental services
- Safety and trust
- Participant choice and empowerment
- Recovery and strengths orientation
- Individualized and person-centered interventions that are prompt and proactive
- Social and community integration
- Community partnerships
- Flexibility, creativity, and a whatever-it-takes approach

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

1. Respondent/Bidder recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

   Initial__DP_____

2. Respondent/Bidder acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

   Initial__DP_____

3. Respondent/Bidder acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

   Initial__DP_____

4. Respondent/Bidder recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

   Initial__DP_____

5. Respondent/Bidder attests the proposal/bid submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. Respondent/Bidder also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

Dawn Price _____ 9/30/2025

(Signature Required) **(Date)**

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Contract MA-017-26010690

For

Services Coordination in the North and Central Service Planning Areas

Between

County of Orange

And

Orangewood Foundation

Docusign Envelope ID: 5B01BF65-93D2-4600-B349-62DF0ACF83A5

CONTRACT

MA-017-26010690
Between
County of Orange
And
Orangewood Foundation
For
Services Coordination in the North and Central Service Planning Areas for Transitional Aged Youth (TAY)

This Contract MA-017-26010690 for Services Coordination in the North and Central Service Planning Areas for Transitional Aged Youth (TAY) (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 Orangewood Foundation, a California Non-Profit Corporation (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 Attachment and Exhibit, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Exhibit I – Homeless Pillars Attestation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Services Coordination in the North and Central Service Planning under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Services Coordination in the North and Central Service Planning Areas as set forth herein, and Contractor represented that it is qualified to provide Services Coordination in the North and Central Service Planning Areas to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Services Coordination in the North and Central Service Planning Areas 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 Services Coordination in the North and Central Service Planning Areas with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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I. 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 services is of the essence in this Contract. County reserves the right to refuse any services not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

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 services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

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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.

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.

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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 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 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.

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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. 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.

21. 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.

22. 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

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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.

23. 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.

24. 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.

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.

25. 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

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not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

26. 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.

27. 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.

II. 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.

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. 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.

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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).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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.

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.

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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

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

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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

7. Professional Liability

Minimum limits and coverage

$1,000,000 per claims-made or occurrence; $1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

8. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

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9. Employee Dishonesty (Client Coverage)

Minimum limits and coverage

$100,000 per occurrence

(Limit commensurate limit with exposure)

Required Endorsements

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

III. ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Services Coordination in the North and Central Service Planning Areas 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 Tuesday, December 16, 2025, and shall continue through June 30, 2027, unless otherwise terminated as provided herein.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for three and a half (3.5) additional one-year periods. 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 Procurement Agent (DPA).

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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, 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.

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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" Article 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.

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.

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10. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. 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 timelines. 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.

12. Contractor Personnel – Reference Checks:

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.

13. Contractor's Expense:

The Contractor will be responsible for all costs related to photocopying, 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.

14. 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

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furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Procurement 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.

15. 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 Procurement Agent.

16. 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 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.

17. 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 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" 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 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

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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.

18. 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.

19. 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.

20. 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 Procurement 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.

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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 Procurement 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 "Termination" herein.

21. 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.

22. 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

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$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."

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.

23. 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.

24. 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.

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25. 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 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.

26. Headings:

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

27. 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.

28. 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.

29. 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

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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 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.

30. 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.

31. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement 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.

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 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.

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33. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

34. 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.

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. 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:	Orangewood Foundation
Attn:	Christian E. Simonsen
Address:	1575 E. 17th Street Santa Ana, CA 92705
Phone:	(714) 619-0200
Email:	CSimonsen@orangewoodfoundation.org

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County's Project Manager: County Executive Office - Office of Care Coordination	
Attn:	Zulima Lundy
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-6805
Email:	Zulima.Lundy@ceo.oc.gov

cc: County Executive Office - Office of Care Coordination/Procurement Services	
Attn:	Eric Axe, County DPA
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-7273
Email:	eric.axe@ceo.oc.gov

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IV. ADDITIONAL TERMS AND CONDITIONS, BUSINESS ASSOCIATE AGREEMENT

1. Obligations and Activities of Contractor as Business Associate Additions

A. If Contractor receives Social Security data from County provided to County by a state agency, upon request by County, Contractor shall provide County with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.

B. Contractor will notify County if Contractor is named as a defendant in a criminal proceeding for a violation of Health Insurance Portability and Accountability Act (HIPAA). County may terminate the Contract if Contractor is found guilty of a criminal violation in connection with HIPAA. County may terminate the Contract if a finding or stipulation that Contractor has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Contract.

C. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the Contract, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

D. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the HIPAA regulations and other applicable laws relating to the security or privacy of Protected Health Information (PHI). Upon County's request, Contractor agrees to promptly enter into negotiations with County concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event:

1. Contractor does not promptly enter into negotiations to amend this Business Associate Contract when requested by County pursuant to this Section; or

2. Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that County deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

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2. Security Rule Additions

A. Contractor shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.

B. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. Contractor will provide County with its current and updated policies upon request.

C. Contractor shall ensure the continuous security of all computerized data systems containing electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall protect paper documents containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. These steps shall include, at a minimum:

1. Complying with all of the data system security precautions listed under the Section titled "Data Security Requirements," below;

2. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of County;

3. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

D. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with County.

3. Data Security Requirements

A. Personal Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of County in connection with Contract, or access or disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.

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2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Contractor's privacy policies and procedures, including termination of employment where appropriate.

3. Confidentiality Statement. All persons that will be working with PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following the termination of the Contract.

4. Background Check. Before a member of the workforce may access PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

B. Technical Security Controls

1. Workstation/Laptop encryption. All workstations and laptops that store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County.

2. Server Security. Servers containing unencrypted PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable media devices. All electronic files that contain PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf County must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.

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5. Antivirus software. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

7. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    a. Upper case letters (A-Z)

    b. Lower case letters (a-z)

    c. Arabic numerals (0-9)

    d. Non-alphanumeric characters (punctuation symbols)

8. Data Destruction. When no longer needed, all PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Other methods require prior written permission by County.

9. System Timeout. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

10. Warning Banners. All systems providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must display a warning banner stating that data is confidential, systems are logged, and system use is for

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business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12. Access Controls. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. Transmission encryption. All data transmissions of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County outside the secure internal network must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 certified algorithm which is 128bit or higher, such as Advance Encryption Standard (AES). Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. Log Reviews. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a routine procedure in place to review system logs for unauthorized access.

3. Change Control. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Control

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1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Contract for more than 24 hours.

2. Data Backup Plan. Contractor must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department of Health Care Services (DHCS) PHI or Personal Information (PI) should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and County (e.g. the application owner) must merge with the DRP.

E. Paper Document Controls

1. Supervision of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. Escorting Visitors. Visitors to areas where PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. Removal of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must not be removed from the premises of the Contractor except with express written permission of County.

5. Faxing. Faxes containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. Mailing. Mailings containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI County discloses to Contractor or Contractor

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creates, receives, maintains, or transmits on behalf of County in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.

4. Prohibited Uses and Disclosures

A. Contractor shall not disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, except with the prior written consent of County and as permitted by 42 USC § 17935(d)(2).

5. Personal Information Privacy and Security Contract

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. **Definitions:**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the County or DHCS, received by Contractor from the County or DHCS or acquired or created by Contractor in connection with performing the functions, activities and services specified in the Contract on behalf of the County.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

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7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores Pl.

B. **DHCS PI and PII Uses and Disclosure:**

1. Permitted Uses and Disclosures of DHCS PI and PII by Contractor. Except as otherwise indicated in these terms and conditions, Contractor may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the County pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.

2. Responsibilities of Contractor.

   Contractor agrees:

   a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

   b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor 's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. Contractor will provide County with its current policies upon request.

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c. Security. Contractor shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. Contractor shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

   i. Complying with all of the data system security precautions listed in the Section titled "Data Security Requirements" of the Business Associate Contract; and

   ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

   iii. If the data obtained by Contractor from County includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any of Contractor's agents or subcontractors, to whom Contractor provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of DHCS PI or PII by Contractor or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. Contractor 's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom Contractor subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Contractor receives DHCS PII, upon request by County and/or DHCS, Contractor shall provide County and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with County. With respect to DHCS PI, to cooperate with and assist the County to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction

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of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, Contractor agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. Contractor agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with the Section titled "Breach Discovery and Notification," of the Business Associate Contract to the Contract.

i. Designation of Individual Responsible for Security. Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the County.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Orangewood Foundation, a California Non-Profit Corporation

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.

DocuSigned by: Christian E. Simonsen	Chris Simonsen	Chief Executive Officer	12/4/2025
Signature	Name	Title	Date
DocuSigned by: John Luker 05213DC5757B4FB...	John Luker	Chief Financial and Operating Officer	12/4/2025
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
County Counsel

Signed by: Christopher Anderson, County Counsel FD52599179CA41C...	Christopher Anderson, County Counsel	**Deputy**	12/4/2025
Signature	Name	Title	Date

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ATTACHMENT A

I. BACKGROUND

1. The Homeless Housing, Assistance and Prevention (HHAP) Program provides local jurisdictions with funds to support regional coordination, the development of a unified response to homelessness, and funding to continue the efforts to end homelessness through permanent housing and supportive services informed by best-practices. The HHAP Program prioritizes the strategic pairing of these funds with other local, state, and federal funds, with an emphasis on supporting programs and projects with the most impactful use of funds. HHAP funded service coordination programs should demonstrate clear pathways to connect people to permanent housing opportunities. HHAP funded projects should be low barrier and must be compliant with the State of California's Housing First criteria. HHAP funded services should be delivered in a trauma informed and culturally responsive manner.

II. TARGET POPULATION

1. Contractor is to provide services to transitional age youth (TAY) experiencing unsheltered homelessness in the North and Central Service Planning Areas (SPAs) of Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homeless.
2. Contractor is to confirm eligibility and review of supporting forms and documentation for Participants to ensure they meet the eligible criteria as established by HUD and California Department of Housing and Community Development (HCD).
3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1, 3 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.
    a. Category 1: Literally Homeless: Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:
        i. Has a primary nighttime residence that is a public or private place not meant for human habitation.
        ii. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
        iii. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
    b. Category 3: Homeless Under Other Federal Statutes
        i. Are defined as homeless under the other listed federal statutes;
        ii. Have not had a lease, ownership interest in permanent housing during the 60 days prior to the homeless assistance application;
        iii. Have experienced persistent instability as measured by two moves or more in the preceding 60 days; and
        iv. Can be expected to continue in such status for an extended period of time due to

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special needs or barriers.

c. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual who:
   i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
   ii. Has no other residence; and
   iii. Lacks the resources or support networks, e.g., family, friends, faith- based or other social networks, to obtain other permanent housing.

4. At the time of program enrollment, eligible Participants households must meet the above criteria of TAY experiencing homelessness in Orange County. The program should prioritize and focus on assisting TAY experiencing chronic homelessness and/or the longest length of homelessness.

III. PROGRAM DESCRIPTION

1. Scope of Services Overview
   a. The purpose of Contract is for Contractor to provide Services Coordination for TAY in the North and Central SPAs of Orange County (Program) in support of the County's implementation of a responsive Homeless Service System. Program provides comprehensive services coordination to help engage and serve TAY experiencing unsheltered homelessness while also assisting communities in addressing overall unsheltered homelessness conditions (i.e. encampments and hotspots) in the North, Central SPA.
   b. Contractor shall perform all services set forth in the program description and will be responsible for administering program funded with HHAP funds, as described as follows, in a manner satisfactory to County and consistent with any standards required as a condition of providing HHAP funds, including but not limited to Health and safety Code (HSC) § 5021(a-q), HSC § 50219(c)(1-8), HSC § 50221(a)(1-4), Welfare and Institutions Code (WIC) sections 189999-18999.6, Senate Bill (SB) 1380, and Welfare and Institution (W&I) Code 8255.
   c. Contractor will assist TAY who are experiencing homelessness secure permanent housing and achieve housing stability. The Program will assist TAY experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, and navigating application and enrollment processes, and providing advocacy and support as necessary.
   d. Contractor shall adhere to all applicable regulations associated with federal and/or state funding sources, including but not limited to the HHAP Program. Contractor shall ensure all program policies and procedures are in compliance with required federal and/or state regulations.
2. Program must operate in accordance with Housing First Principles as defined in WIC Section 8256 and further outlined in ACL 19-114Description of Services
   a. The Services Coordination for TAY Program will provide services to TAY experiencing homelessness, prioritizing TAY who are experiencing unsheltered homelessness and/or

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chronic homelessness. The Program will offer a low-barrier, no-wrong-door pathway where Participants can connect to the Program through self-referral, community referral, and 2-1-1 Orange County helpline (211OC). The Program will serve as an entry point for the Coordinated Entry System (CES), while providing intensive case management services that focus linkage to healthcare, shelter, basic needs, benefits advocacy, employment resources, and permanent housing. The Program will provide emergency housing placement, basic needs, and transportation assistance to assist TAY with immediate needs while they are connected to longer-term resources. The Program will leverage California Advancing and Innovating Medi-Cal (CalAIM) benefits whenever possible, in a non-duplicative way to ensure that Participants access the housing and healthcare resources they are eligible for.

b. The Program will be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing with appropriate training to better support general management, case management, and security services at the Program. The Program will assist Participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes, and providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability.

3. The Services Coordination for TAY Program shall include the following services at minimum:
   a. Provision of services coordination to connect Participants to services through self-referral, community and organization referral, direct referrals from 211OC, outreach services, law enforcement, shelters, and hospitals.
   b. Intake and assessment to engage and enroll Participants in the Program and to ensure understanding of the history of participation in other homeless service assistance programs and collect necessary demographic information.
   c. Creation of an Individualized Housing and Service Plan (IHSP) within 30 days of program enrollment. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.
   d. Function as a CES Access point to support Participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.
   e. Enrollment in CES within 30 days of Program enrollment while ensuring that verification of homelessness and disability is quicky obtained to best support the prioritization process.
   f. Housing-focused case management services to support Participants with locating housing options that meet the Participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the IHSP. The IHSP will address alternate strategies to ensure that progress is not solely dependent on CES outcomes.
   g. Provision of outreach and coordination services to promote continuous engagement with Participants enrolled in services, and to coordinate with referring partners to connect

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Participants in need of initial field-based engagement or warm-handoff appointments.

h. Provision of case management services that link Participants to healthcare, behavioral health, substance use disorder treatment, benefits advocacy, temporary shelter, and other resources.

i. Provision of field-based case management services to support Participants in navigating and accessing resources, attending appointments related to their IHSP, attending housing-related and other appointments as needed.

j. Ensure that Participants who are not connected to Medi-Cal and those who may not be eligible for CalAIM have access to the services offered by the program. Support eligible Participants to enroll in CalAIM services.

k. Housing navigation services to support the Participants in identifying available housing units and resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements.

l. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.

m. Implementation of Services Coordination Problem Solving funding to provide flexible stabilizing support to Participants to overcome barriers to housing.

4. Essential Requirements – Contractor shall:

a. Ensure the Program will operate during regular business hours, eight (8) hours a day, five (5) days a week and maintain a holiday schedule consistent with the County's schedule unless otherwise approved.

b. Operate the Program to include flexibility to meet eligible Participants outside typical hours of operation to accommodate needs related to employment or other appropriate factors.

c. Have a 24-hour contact available with capability to respond to after-hours and weekend crises.

d. Ensure that services will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures.

e. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to keep Participant information and PII private, confidential, and secure.

f. Work in partnership with County to deliver services as outlined in the program by being responsive to the needs of the Participants.

g. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management, staff responsibilities, and coordination.

h. Track program costs and ensure eligibility for payment within the funding requirements.

i. Operate, maintain, coordinate and staff the resources for the program.

j. Coordinate with County agencies, the Orange County CoC and community- based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.

k. Attend Monthly Provider Meetings regularly to provide feedback and updates to the County as needed.

l. Participate in County community events as directed by the Office of Care Coordination to

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provide appropriate services to and support the target population.

5. Use of Funds
    a. Funds shall be used to provide services and operations of the Program as detailed in this Contract. The Program and eligible costs have been informed by best practices frameworks focused on providing emergency shelter services to Participants and assistance in transitioning to permanent housing as quickly as possible.
    b. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved Participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.
    c. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low- barrier and promote an engagement rich environment in which Participants make connections to supportive services and stable housing.
    d. Services Coordination Problem Solving Funding:
        i. Expenditures must directly overcome a barrier to the Participant's access to housing and stability. A written justification should be documented for each expenditure.
        ii. Expenditures must comply with HHAP eligible use guidelines.
        iii. Expenditures over $2,000 require pre-approval from County.
        iv. Expenditures should only occur when alternative resources could not be identified.
        v. Eligible expenditures could include but are not limited to:
            1. Vehicle repair
            2. Basic needs
            3. Pet-related expenses
            4. Credit repair
            5. Family reunification costs
            6. Vital records assistance (out of state)
            7. Educational/workforce training opportunities
            8. Rental arrears/fees

IV. PERFORMANCE METRICS

1. The following performance measures will be a requirement of this Contract:
    a. Contractor will assist a minimum of 264 eligible Participants by providing all components of Services Coordination during the term of the Contract. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.
    b. Maintain a minimum of 20 unduplicated, eligible Participants in a caseload per case manager
    c. Of the Participants enrolled in the Program during the reporting period, 85% of Participants will have an IHSP within thirty (30) calendar days of program enrollment.
    d. Of the Participants enrolled in the program during the reporting period, 85% of Participants will be connected to the CES within 30 days of program enrollment. Connected to the CES

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at minimum includes a program enrollment; however, the goal is to get program Participants in the community queue as fast as possible.

e. At minimum, 40% of Participants will enroll into an emergency shelter or temporary housing destination while enrolled in the program.
f. At minimum, 25% will exit to a permanent housing destination.
g. At minimum, 60% will increase income during program enrollment
h. At minimum, 60% of Participants will be referred to behavioral health service.
i. At minimum, 60% of Participants will be referred to healthcare services.
j. At minimum, 15% of Participants will be referred substance use services.
k. At minimum, 15% of Participants will be referred to mainstream benefits.
l. On an annual basis, at minimum, the Program must solicit Participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.
m. Contractor shall meet the following drawdown and expenditure milestones:
    i. 50% of the total contract budget expended within 9 months of execution of contract
    ii. 85% of the total contract budget expended within 15 months of execution of contract
    iii. 100% of the total contract budget expended within 18 months of execution of contract

2. County in coordination with Contractor will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the Contract term. Monitoring visits may include, but are not limited to:
    a. Review of Participant file documentation
    b. Review of eligible activity and cost requirements established by federal and/or state program guidelines
    c. Review of policies and procedures and consistent adherence to Program practices
    d. HMIS, Compass OC, and other data entry completion
    e. Interviews with Program staff
3. County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.
4. County shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.

V. ADMINISTRATIVE ACTIVITIES

1. Reporting Requirements
    a. Contractor shall maintain records and make statistical reports as required by Administrator.
    b. Contractor is required to submit reporting at regular intervals to County that details progress

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towards meeting Contracted performance measures.

2. File Maintenance and Documentation
    a. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.
    b. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.
    c. Records providing a full description of each activity undertaken.
    d. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
    e. Other records necessary to document compliance with Subpart K of 24 CFR 570.
    f. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.
    g. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.
3. Fiscal Reports
    a. Contractor shall submit monthly Year-End Projection Reports to Administrator, to be included in the monthly Expenditure and Revenue Reports. The Year-End Projections will report anticipated year-end actual costs and revenues for Contractor's Program described in the Services Paragraph of this Attachment A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.
4. Staffing Reports
    a. Contractor shall submit monthly Staffing Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Attachment A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by Administrator. The reports will be received by Administrator no later than twentieth (20th) day following the end of the month being reported. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.
5. Programmatic Reports
    a. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect Participant-level data.

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b. Administrator may request additional Program reports of Contractor to determine the quality and nature of services provided hereunder. Administrator will be specific as to the nature of information requested and may allow up to fourteen (14) calendar days for Contractor to respond to request.
c. Contractor shall submit additional reports as reasonably requested by County and may include the following metrics:
    i. Total number of eligible households that receive assistance;
    ii. Composition of the households – demographics, size and type;
    iii. Number of unduplicated Participants served;
    iv. Caseload movement;
    v. Financial assistance expenditures;
    vi. Length of assistance;
    vii. Number of Participants exits and exit types;
    viii. CES status – total number referrals entered into the CES program and related status:
    ix. Individualized Housing and Service Plan status – total number of plans established with Participants and related progress towards completion and
    x. Income increases for Participants.

6. Additional Reports
    a. Contractor shall submit additional reports as reasonably required by Administrator concerning Contractor's activities as they affect the duties and purposes contained in the Contract. Administrator will provide Contractor with at least fourteen (14) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.
7. Incident Reports
    a. Contractor shall report all special incidents to Administrator and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.
8. Subject to mutual agreement in writing, the Contractor and Administrator may alter the reporting requirements.

VI. STAFFING

1. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated to subcontractors, Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:
    a. Designate the responsible position(s) in your organization for managing the funds allocated to this Program;
    b. Maximize the use of the allocated funds;
    c. Ensure timely and accurate reporting;

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d. Maintain appropriate staffing levels;
e. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
f. Effectively communicate and monitor the Program for its success;
g. Maintain communication between the Contract key staff and Program Administrators; and,
h. Act quickly to identify and solve problems.

2. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintain of such efforts which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.
3. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

	Period 1: January 1, 2026, to June 30 2026	**Period 2: July 1, 2026, to June 30, 2027**
ADMINISTRATIVE	**FTEs**	
Senior Accountant	0.10	0.10
Subtotal Admin FTEs	**0.10**	**0.10**
PROGRAM		
Director of Drop In Services	0.20	0.20
Manager of Drop In Services	0.50	0.50
Supervisor	0.10	0.10
Care Coordinator	2.00	2.00
Subtotal Program FTEs	**2.80**	**2.80**
Total FTEs	**2.90**	**2.90**

4. Contractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.
5. Contractor and Administrator may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment A to the Contract.

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VII. BUDGET

1. PAYMENTS

a. County shall pay Contractor monthly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

b. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.

c. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, Administrator may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.

d. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, Administrator may authorize an increase in the provisional amount payment to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.

e. Contractor's invoicing shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.

f. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

g. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.

h. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.

i. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Attachment A to the Contract.

j. County shall pay Contractor in accordance with the Payments Paragraph of this Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator and Contractor. The total of such payments shall not exceed the Maximum Obligation as

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specified in the Referenced Contract Provisions of the Contract.

	Period 1: December 16, 2025, to June 30, 2026	**Period 2: July 1, 2026, to June 30, 2027**
ADMINISTRATIVE COSTS		
Salaries	$4,370.00	$9,089.00
Benefits	$1,092.00	$2,272.00
Services & Supplies	$0	$0
Indirect Costs	$38,051.00	$74,629.00
SUBTOTAL ADMINISTRATIVE COSTS	**$43,513.00**	**$85,990.00**
PROGRAM COSTS		
Salaries	$97,117.00	$202,003.00
Benefits	$24,279.00	$50,501.00
Services & Supplies	$126,817.00	$233,659.00
Subcontractor Costs	$28,454.00	$56,907.00
SUBTOTAL PROGRAM COSTS	**$276,667.00**	**$543,070.00**
TOTAL COST	**$320,180.00**	**$629,060.00**
TOTAL MAXIMUM OBLIGATION	**$949,240.00**	

2. BUDGET/STAFFING MODIFICATIONS
   a. Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by Administrator. Contractor shall submit a properly completed Budget/Staffing Modification Request to Administrator for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Contract period and/or future Contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Administrator prior to implementation by Contractor. Failure of Contractor to obtain written approval from Administrator for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs. Upon written request by Contractor, and at sole discretion of Administrator, Administrator may increase or decrease the Period One and/or Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of County, as specified in the Referenced Contract Provisions of this Contract.

3. FINANCIAL RECORDS
   a. Contractor shall prepare and maintain accurate and complete financial records of its cost and

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operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of Contractor shall be documented, and will be made in accordance with GAAP.

VIII. COMMON TERMS AND DEFINITIONS

1. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.
    a. **Access Point** means the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.
    b. **Admission** means documentation, by Contractor, of completion of the entry and program enrollment into Homeless Management Information System.
    c. **Care Plus Program (CPP)** means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.
    d. **Case Management** means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.
    e. **Client or Participant** means an individual or family, referred by County or enrolled in Contractor's Program for services under the Contract, who are experiencing homelessness.
    f. **CES** means **Coordinated Entry System** and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for Participants. The Coordinated Entry System covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.
    g. **CES Community Queue** means a list of eligible Participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.
    h. **CoC** means **Continuum of Care**, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The Continuum of Care strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are experiencing homelessness as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.
    i. **County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care)** are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based Participant services, core organizational and administrative functions, and facility design and operations.
    j. **Cultural Competency** – means consideration for cultural and linguistic factors in addressing

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the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.

k. **Data Collection System** means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System; however, victim service providers utilize comparable Data Collection Systems.

l. **Engagement** means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant (s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of Participants(s) is the objective of a successful Outreach.

m. **Family** means household with at least one minor child, household with an expectant mother, or household that are working towards reunification with minor children referred by the County.

n. **Harm Reduction** are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant's termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.

o. **Homeless Management Information System (HMIS)** means a database mandated by the U.S. Department of Housing and Urban Development used to collect Participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

p. **Housing First Principles** means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, Participant choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness. This includes Access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, Participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some Participants' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.

q. **Housing Navigation** means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.

r. **Housing Specialist** means a specialized position dedicated to developing the full array of

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housing options for their program and monitoring their sustainability for the population served in accordance with the minimal housing standards policy set by County for their program. The Housing Specialist is also responsible for assisting Participants with applications to low-income housing, housing subsidies, senior housing, etc.

s. **Individuals** refers to adults aged 18 and older. Individuals may be single person households and adult-only households.

t. **Information and Referrals** refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, food pantries, support groups, etc.

u. **Intake** means the initial meeting between a Participant and Contractor's staff and includes an evaluation to determine if the Participant meets Program criteria and is willing to seek services.

v. **Motivational Interviewing** is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.

w. **Outreach** means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in Contractor developing its own Participant referral sources for the programs it offers.

x. **Program Director** means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.

y. **Progressive Engagement** means a flexible, targeted and efficient approach to to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.

z. **Referral** means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service.

aa. **Service Planning Areas (SPA)** means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.

bb. **System of Care Data Integration System (SOCDIS)** means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.

cc. **Transitional Aged Youth (TAY)** refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.

dd. **Trauma-Informed Care** requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.

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ee. **U.S. Department of Housing and Urban Development (HUD)** means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

2. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A to the Contract.

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EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf
- Summary Document - https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf

Respondents/Bidders shall Complete, Sign and Submit Exhibit X with Proposal/Bid Response:

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EXHIBIT 1

Commission to End Homelessness

Homeless Service System Pillars Attestation

Please select which of the Homeless Service System Pillar(s) that applies to the services being proposed/bid.

- ☐ **PREVENTION**
- ☒ **OUTREACH & SUPPORTIVE SERVICES**
- ☐ **SHELTER**
- ☐ **HOUSING**

Please provide a brief description to outline how your proposal/bid meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit X.

With HHAP funding, Orangewood Foundation proposes to provide service coordination, case management, resource linkages and other client-centered support to transition aged youth who are experiencing or at imminent risk of homelessness ("homeless TAY") throughout the North, Central and South Service Planning Areas of Orange County. We will leverage our role as an open access point for Orange County's Coordinated Entry System (CES), our strong relationships with dozens of local providers and organizations, and our 40+ year history serving TAY in Orange County to reach and engage homeless TAY and offer strengths-based, trauma-informed support to help them build greater self-sufficiency and achieve housing stability. HHAP funding will pay for a new full-time Care Coordinator who will be based out of our Orangewood Resource Center, a drop-in center for TAY based in Santa Ana. Each year, the new Care Coordinator will ensure that at least 264 homeless TAY get connected with Orangewood's internal housing resources -- including emergency housing placement (with hotel/motel stays supported with HHAP grant funds), CES enrollment, CalAIM-funded housing navigation services and security deposit assistance, and CalOES- and privately-funded transitional housing programs -- and with other external resources to enhance their housing stability.

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EXHIBIT 1

Commission to End Homelessness

Homeless Service System Pillars Attestation

1. Respondent/Bidder recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

   Initial TM

2. Respondent/Bidder acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

   Initial TM

3. Respondent/Bidder acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

   Initial TM

4. Respondent/Bidder recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

   Initial TM

5. Respondent/Bidder attests the proposal/bid submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. Respondent/Bidder also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

Tiffany Mitchell _____ 10/1/2025

(Signature Required) **(Date)**

Contract MA-017-26010689

For

Services Coordination in the North and Central Service Planning Areas

Between

County of Orange

And

The Hub OC

CONTRACT

MA-017- 26010689
Between
County of Orange
And
The Hub OC
For
Services Coordination in the North and Central Service Planning Areas

This Contract MA-017-26010689 for Services Coordination in the North and Central Service Planning Areas (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 The Hub OC, a California Non-Profit Corporation (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 Attachment and Exhibit, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work, Payment and Compensation

Exhibit I - Homeless Pillars Attestation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Services Coordination, in the North and Central Service Planning Areas under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Services Coordination in the North and Central Service Planning Areas as set forth herein, and Contractor represented that it is qualified to provide Services Coordination in the North and Central Service Planning Areas to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Services Coordination in the North and Central Services Planning Areas 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 A; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Services Coordination in the North and Central Service Planning Areas with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. 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.

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 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.

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

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. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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.

25. 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.

26. 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.

27. 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.

II. 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.

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. 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).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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.

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

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

7. Professional Liability

Minimum limits and coverage

$1,000,000 per claims-made or occurrence; $1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

8. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

9. Employee Dishonesty (Client Coverage)

Minimum limits and coverage

$100,000 per occurrence

(Limit commensurate limit with exposure)

Required Endorsements

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

III. ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Services Coordination, Permanent Housing Delivery, and Prevention and Shelter Diversion 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 December 16, 2025, and shall continue through June 30, 2027, unless otherwise terminated as provided herein.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for three and a half (3.5) years. 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 Procurement Agent (DPA).

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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, 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" Article 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.

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. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. 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 timelines. 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.

12. Contractor Personnel – Reference Checks:

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.

13. Contractor's Expense:

The Contractor will be responsible for all costs related to photocopying, 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.

14. 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 worn at all times while working on County property. The assigned Deputy Procurement 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.

15. 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 Procurement Agent.

16. 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 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.

17. 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 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" 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 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.

18. 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.

19. 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.

20. 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 Procurement 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 Procurement 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 "Termination" herein.

21. 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.

22. 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."

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.

23. 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.

24. 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.

25. 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 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.

26. Headings:

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

27. 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.

28. 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.

29. 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 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.

30. 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.

31. 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.

32. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement 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.

33. 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 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.

34. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

35. 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.

36. 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:	The Hub OC
Attn:	Cameron Geringer-Pate
Address:	1439 W. Chapman Ave Ste. 196 Orange, CA 92868
Phone:	N/A
Email:	cam@thehuboc.org

County's Project Manager: County Executive Office - Office of Care Coordination	
Attn:	Zulima Lundy
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-6805
Email:	Zulima.Lundy@ceo.oc.gov

cc: County Executive Office - Office of Care Coordination/Procurement Services	
Attn:	Eric Axe, County DPA
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-7273
Email:	eric.axe@ceo.oc.gov

III. ADDITIONAL TERMS AND CONDITIONS, BUSINESS ASSOCIATE AGREEMENT

1. Obligations and Activities of Contractor as Business Associate Additions

A. If Contractor receives Social Security data from County provided to County by a state agency, upon request by County, Contractor shall provide County with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.

B. Contractor will notify County if Contractor is named as a defendant in a criminal proceeding for a violation of Health Insurance Portability and Accountability Act (HIPAA). County may terminate the Contract if Contractor is found guilty of a criminal violation in connection with HIPAA. County may terminate the Contract if a finding or stipulation that Contractor has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Contract.

C. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the Contract, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

D. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the HIPAA regulations and other applicable laws relating to the security or privacy of Protected Health Information (PHI). Upon County's request, Contractor agrees to promptly enter into negotiations with County concerning an amendment to this Business Associate Contract embodying written

assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event:

1. Contractor does not promptly enter into negotiations to amend this Business Associate Contract when requested by County pursuant to this Section; or
2. Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that County deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

2. Security Rule Additions

A. Contractor shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.

B. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. Contractor will provide County with its current and updated policies upon request.

C. Contractor shall ensure the continuous security of all computerized data systems containing electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall protect paper documents containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. These steps shall include, at a minimum:

1. Complying with all of the data system security precautions listed under the Section titled "Data Security Requirements," below;
2. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of County;
3. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

D. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with County.

3. Data Security Requirements

A. Personal Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of County in connection with Contract, or access or disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.

2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Contractor's privacy policies and procedures, including termination of employment where appropriate.

3. Confidentiality Statement. All persons that will be working with PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following the termination of the Contract.

4. Background Check. Before a member of the workforce may access PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

B. Technical Security Controls

1. Workstation/Laptop encryption. All workstations and laptops that store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County.

2. Server Security. Servers containing unencrypted PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable media devices. All electronic files that contain PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf County must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.

5. Antivirus software. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

7. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    a. Upper case letters (A-Z)

    b. Lower case letters (a-z)

    c. Arabic numerals (0-9)

    d. Non-alphanumeric characters (punctuation symbols)

8. Data Destruction. When no longer needed, all PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Other methods require prior written permission by County.

9. System Timeout. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

10. Warning Banners. All systems providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12. Access Controls. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. Transmission encryption. All data transmissions of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County outside the secure internal network must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 certified algorithm which is 128bit or higher, such as Advance Encryption Standard (AES). Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. Log Reviews. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a routine procedure in place to review system logs for unauthorized access.

3. Change Control. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Control

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Contract for more than 24 hours.

2. Data Backup Plan. Contractor must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department of Health Care Services (DHCS) PHI or Personal Information (PI) should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and County (e.g. the application owner) must merge with the DRP.

E. Paper Document Controls

1. Supervision of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. Escorting Visitors. Visitors to areas where PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. Removal of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must not be removed from the premises of the Contractor except with express written permission of County.

5. Faxing. Faxes containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. Mailing. Mailings containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.

4. Prohibited Uses and Disclosures

A. Contractor shall not disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, except with the prior written consent of County and as permitted by 42 USC § 17935(d)(2).

5. Personal Information Privacy and Security Contract

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. **Definitions:**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the County or DHCS, received by Contractor from the County or DHCS or acquired or created by Contractor in connection with performing the functions, activities and services specified in the Contract on behalf of the County.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores Pl.

B. **DHCS PI and PII Uses and Disclosure:**

1. Permitted Uses and Disclosures of DHCS PI and PII by Contractor. Except as otherwise indicated in these terms and conditions, Contractor may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the County pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.

2. Responsibilities of Contractor.

   Contractor agrees:

   a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor 's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. Contractor will provide County with its current policies upon request.

c. Security. Contractor shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. Contractor shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

   i. Complying with all of the data system security precautions listed in the Section titled "Data Security Requirements" of the Business Associate Contract; and

   ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

   iii. If the data obtained by Contractor from County includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any of Contractor’s agents or subcontractors, to whom Contractor provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of DHCS PI or PII by Contractor or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. Contractor 's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom Contractor subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or County for purposes of oversight, inspection, amendment, and response to requests for

records, injunctions, judgments, and orders for production of DHCS PI and PII. If Contractor receives DHCS PII, upon request by County and/or DHCS, Contractor shall provide County and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with County. With respect to DHCS PI, to cooperate with and assist the County to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, Contractor agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. Contractor agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with the Section titled "Breach Discovery and Notification," of the Business Associate Contract to the Contract.

i. Designation of Individual Responsible for Security. Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the County.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

The Hub OC, a California Non-Profit Corporation

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.

DocuSigned by: B9F0D11286FA418...	Holiday Zimmerman	President	12/3/2025
Signature	Name	Title	Date
Signed by: Kevin Ritchie 208573E8292140C...	Kevin Ritchie	Chief Financial Officer	12/3/2025
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
County Counsel

Signed by: CHRISTOPHER ANDERSON 1C7F36B7FBD6450...	CHRISTOPHER ANDERSON	**Deputy**	12/3/2025
Signature	Name	Title	Date

ATTACHMENT A

1. Background

A. The Homeless Housing, Assistance and Prevention (HHAP) Program provides local jurisdictions with funds to support regional coordination, the development of a unified response to homelessness, and funding to continue the efforts to end homelessness through permanent housing and supportive services informed by best-practices. The HHAP Program prioritizes the strategic pairing of these funds with other local, state, and federal funds, with an emphasis on supporting programs and projects with the most impactful use of funds. HHAP funded service coordination programs should demonstrate clear pathways to connect people to permanent housing opportunities. HHAP funded projects should be low barrier and must be compliant with the State of California's Housing First criteria. HHAP funded services should be delivered in a trauma informed and culturally responsive manner.

2. Target Population

A. Contractor is to provide services to individuals and families experiencing unsheltered homelessness in the North and Central Service Planning Areas (SPAs) of Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homeless.

B. Contractor is to confirm eligibility and review of supporting forms and documentation for Participants to ensure they meet the eligible criteria as established by HUD and California Department of Housing and Community Development (HCD).

C. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

1. Category 1: Literally Homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning.
    a. Has a primary nighttime residence that is a public or private place not meant for human habitation;
    b. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
    c. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
2. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual or family who:
    a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
    b. Has no other residence; and
    c. Lacks the resources or support networks, e.g., family, friends, faith- based or other social networks, to obtain other permanent housing.
3. At the time of program enrollment, eligible Participants households must meet the above criteria of individuals experiencing homelessness in Orange County. The program should prioritize and focus on assisting individuals and families experiencing chronic homelessness and/or the longest length of homelessness.

3. Common Terms and Definitions

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. **Access Point** means the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.

2. **Admission** means documentation, by Contractor, of completion of the entry and program enrollment into Homeless Management Information System.

3. **Care Plus Program (CPP)** means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.

4. **Case Management** means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.

5. **Client or Participant** means an individual or family, referred by County or enrolled in Contractor's Program for services under the Contract, who are experiencing homelessness.

6. **CES** means **Coordinated Entry System** and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for Participants. The Coordinated Entry System covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.

7. **CES Community Queue** means a list of eligible Participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.

8. **CoC** means **Continuum of Care**, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The Continuum of Care strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are experiencing homelessness as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

9. **County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care)** are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based Participant services, core organizational and administrative functions, and facility design and operations.

10. **Cultural Competency** – means consideration for cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans,

victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.

11. **Data Collection System** means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System; however, victim service providers utilize comparable Data Collection Systems.

12. **Engagement** means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant (s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of Participants(s) is the objective of a successful Outreach.

13. **Family** means household with at least one minor child, household with an expectant mother, or household that are working towards reunification with minor children referred by the County.

14. **Harm Reduction** are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant's termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.

15. **Homeless Management Information System (HMIS)** means a database mandated by the U.S. Department of Housing and Urban Development used to collect Participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

16. **Housing First Principles** include Access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, Participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some Participants' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.

17. **Housing Navigation** means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.

18. **Housing Specialist** means a specialized position dedicated to developing the full array of housing options for their program and monitoring their sustainability for the population served in accordance with the minimal housing standards policy set by County for their program. The Housing Specialist is also responsible for assisting Participants with applications to low-income housing, housing subsidies, senior housing, etc.

19. **Individuals** refers to adults aged 18 and older. Individuals may be single person households and adult-only households.

20. **Information and Referrals** refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants.

This may include information to access community health clinics, food pantries, support groups, etc.

21. **Intake** means the initial meeting between a Participant and Contractor's staff and includes an evaluation to determine if the Participant meets Program criteria and is willing to seek services.

22. **Motivational Interviewing** is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.

23. **Outreach** means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in Contractor developing its own Participant referral sources for the programs it offers.

24. **Program Director** means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.

25. **Progressive Engagement** means a flexible, targeted and efficient approach to to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.

26. **Referral** means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service.

27. **Service Planning Areas (SPA)** means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.

28. **System of Care Data Integration System (SOCDIS)** means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.

29. **Transitional Aged Youth (TAY)** refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.

30. **Trauma-Informed Care** requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.

31. **U.S. Department of Housing and Urban Development (HUD)** means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

B. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A to the Contract.

4. Program Description

A. Scope of Services Overview
1. The purpose of Contract is for Contractor to provide Services Coordination Services in Orange County (Program) in support of the County's implementation of a responsive Homeless Service System. Program provides comprehensive services coordination to help engage and serve individuals and families experiencing unsheltered homelessness while also assisting communities in addressing overall unsheltered homelessness conditions (i.e. encampments and hotspots) in the North and Central Service Planning Areas (SPAs).
2. Contractor shall perform all services set forth in the program description and will be responsible for administering program funded with HHAP funds, as described as follows, in a manner satisfactory to County and consistent with any standards required as a condition of providing HHAP funds, including but not limited to Health and safety Code (HSC) § 5021(a-q), HSC § 50219(c)(1-8), HSC § 50221(a)(1-4), Welfare and Institutions Code (WIC) sections 189999-18999.6, Senate Bill (SB) 1380, and Welfare and Institution (W&I) Code 8255.
3. Contractor shall adhere to all applicable regulations associated with federal and/or state funding sources, including but not limited to the HHAP. Contractor shall ensure all program policies and procedures are in compliance with required federal and/or state regulations. Program must operate in accordance with Housing First Principles as defined in WIC Section 8256 and further outlined in ACL 19-114.

B. Description of Services
1. The Hub Resource Center Services Coordination Program (Program) will provide case management services to individuals and families experiencing unsheltered homelessness and facilitate connection to housing and resources. The Program will offer a low-barrier, no-wrong-door pathway where Participants can connect to the program through self-referral, community referral, and 2-1-1 Orange County helpline (211OC). The Program will serve as an access point for the Coordinated Entry System (CES), while providing case management services that focus on linkage to healthcare, shelter, basic needs, benefits advocacy, employment resources, and permanent housing. The Program will leverage California Advancing and Innovating Medi-Cal (CalAIM) benefits whenever possible, in a non-duplicative way to ensure that Participants access the housing and healthcare resources they are eligible for.
2. The Program will be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing with appropriate training to better support general management, case management, and security services at the Program. The Program will assist Participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes, and providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability.
3. The Hub Resource Center Services Coordination Program shall include the following services at minimum:
    a. Provision of services coordination to connect Participants to services through self-referral, community and organization referral, direct referrals from 211OC, outreach services, law enforcement, shelters, and hospitals.
    b. Intake and assessment to engage and enroll Participants in the Program and to ensure understanding of the history of participation in other homeless service

assistance programs and collect necessary demographic information.

c. Creation of an Individualized Housing and Service Plan (IHSP) within 30 days of program enrollment. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.
d. Function as a CES Access point to support Participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.
e. Enrollment in CES within 30 days of Program enrollment while ensuring that verification of homelessness and disability is quicky obtained to best support the prioritization process.
f. Housing-focused case management services to support Participants with locating housing options that meet the Participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the IHSP. The IHSP will address alternate strategies to ensure that progress is not solely dependent on CES outcomes.
g. Provision of outreach services and coordination to promote continuous engagement with Participants enrolled in services, and to coordinate with referring partners to connect with Participants in need of initial field-based engagement or warm-handoff appointments.
h. Provision of case management services that link Participants to healthcare, behavioral health, substance use disorder treatment, benefits advocacy, temporary shelter, and other resources.
i. Provision of field-based case management services to support Participants in navigating and accessing resources, attending appointments related to their IHSP, attending housing-related and other appointments as needed.
j. Ensure that Participants who are not connected to Medi-Cal and those who may not be eligible for CalAIM have access to the services offered by the program. Support eligible Participants to enroll in CalAIM services.
k. Housing navigation services to support the Participants in identifying available housing units and resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements.
l. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.
m. Implementation of Services Coordination Problem Solving funding to provide flexible stabilizing support to Participants to overcome barriers to housing.

4. In Collaboration with the County, Contractor shall facilitate the implementation of the Resource Fair at The HUB Center. Activities associated with the Resource Fair will include at minimum:
    a. Organization and planning of the events, including coordination with the County departments, outside vendors and service provider partners.
    b. Events are to be typically scheduled from 9 am to 2 pm, Contractor will ensure set up activities are occurring at least one hour in advance of the event, and for at least 30 minutes following the end of the event to clean up.
    c. Provide food and beverage to Participants during the Resource Fairs.
    d. Implementation of a data collection strategy and sharing of data collected with the County.

e. Set-up and facilitation of the Resource Fairs at the Contractor's facility located at 517 W. Struck Ave, Orange, CA 92867.
f. Creation and distribution of outreach materials.
g. Resource Fairs shall occur on a bi-monthly cadence through the term of the Contract, on odd months.

5. Essential Requirements – Contractor shall:
   a. Ensure the Program will operate during regular business hours, eight (8) hours a day, five (5) days a week and maintain a holiday schedule consistent with the County's schedule unless otherwise approved
   b. Operate the Program to include flexibility to meet eligible Participants outside typical hours of operation to accommodate needs related to employment or other appropriate factors.
   c. Have a 24-hour contact available with capability to respond to after-hours and weekend crises.
   d. Ensure that services will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures.
   e. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to keep Participant information and PII private, confidential, and secure.
   f. Work in partnership with County to deliver services as outlined in the Program by being responsive to the needs of the households eligible for services.
   g. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management, staff responsibilities, and coordination.
   h. Track program costs and ensure eligibility for payment within the funding requirements.
   i. Operate, maintain, coordinate and staff and resources for the Program.
   j. Coordinate with County agencies, the Orange County CoC and community- based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.
   k. Attend Monthly Provider Meetings regularly to provide feedback and updates to the County as needed.
   l. Participate in County community events as directed by the Office of Care Coordination to provide appropriate services to and support the target population.
6. Use of Funds
   a. Funds shall be used to provide services and operations of the Program as detailed in this Contract. The Program and eligible costs have been informed by best practices frameworks focused on providing emergency services to Participants and assistance in transitioning to permanent housing as quickly as possible.
   b. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved Participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.
   c. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low- barrier and promote an engagement rich environment in which Participants make connections to supportive services and stable housing.

d. Services Coordination Problem Solving Funding:
    i. Expenditures must directly overcome a barrier to the Participant's access to housing and stability. A written justification should be documented for each expenditure.
    ii. Expenditures must comply with HHAP eligible use guidelines.
    iii. Expenditures over $2,000 per household require pre-approval from County.
    iv. Expenditures should only occur when alternative resources could not be identified.
    v. Eligible expenditures could include but are not limited to:
        a. Vehicle repair
        b. Basic needs
        c. Pet-related expenses
        d. Credit repair
        e. Family reunification costs
        f. Vital records assistance (out of state)
        g. Educational/workforce training opportunities
        h. Rental arrears/fees

5. Performance Metrics

A. The following performance measures will be a requirement of this Contract:
1. Contractor will assist a minimum of 170 eligible Participant Households by providing all components of The HUB Resource Center Services Coordination Program during the term of the Contract. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.
2. Maintain a minimum of 20 unduplicated, eligible Participants in a caseload per case manager
3. Of the Participants enrolled in the Program during the reporting period, 85% of Participants will have an IHSP within thirty (30) calendar days of program enrollment.
4. Of the Participants enrolled in the program during the reporting period, 85% of Participants will be connected to the CES within 30 days of program enrollment. Connected to the CES at minimum includes a program enrollment; however, the goal is to get program Participants in the community queue as fast as possible.
5. At minimum, 30% of Participants will enroll into an emergency shelter or temporary housing destination while enrolled in the Program.
6. At minimum, 30% will exit to a permanent housing destination.
7. Of the Participants placed in permanent housing, 85% will retain housing at 12 months. Case managers will conduct regular follow-ups at 3-, 6-, and 12-months post-placement.
8. At minimum, 25% of Participants will be referred to behavioral health service.
9. At minimum, 25% of Participants will be referred to healthcare services.
10. At minimum, 15% of Participants will be referred to substance use services.
11. At minimum, 15% of Participants will be referred to mainstream benefits.
12. On an annual basis, at minimum, the Program must solicit Participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.
13. Contractor shall meet the following drawdown and expenditure milestones:
    i. 50% of the total contract budget expended within 9 months of execution of

contract
ii. 85% of the total contract budget expended within 15 months of execution of contract
iii. 100% of the total contract budget expended within 18 months of execution of contract

B. The following performance measures will be a requirement of this Contract, specific to the Resource Fair activities:
1. Submit a summary report of services and referrals provided to Participants during Resource Fair Event, and list of providers and services offered to the County within five (5) business days of the event occurring.
2. Implementation of six (6) Same-Day Solutions fairs annually.
3. Achieve a minimum attendance of 125 individuals seeking services and resources per Same-Day Solutions Fair event.

C. County in coordination with Contractor will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the Contract term. Monitoring visits may include, but are not limited to:
1. Review of Participant file documentation
2. Review of eligible activity and cost requirements established by federal and/or state program guidelines
3. Review of policies and procedures and consistent adherence to Program practices
4. HMIS, Compass OC, and other data entry completion
5. Interviews with Program staff

D. County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

E. County shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.

6. Administrative Activities

A. Reporting Requirements
1. Contractor shall maintain records and make statistical reports as required by Administrator.
2. Contractor is required to submit reporting at regular intervals to County that details progress towards meeting Contracted performance measures.

B. File Maintenance and Documentation
1. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.
2. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.
3. Records providing a full description of each activity undertaken.
4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be

provided to County within thirty (30) calendar days after the date received by Contractor.

7. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

C. Fiscal Reports
   1. Contractor shall submit monthly Year-End Projection Reports to Administrator, to be included in the monthly Expenditure and Revenue Reports. The Year-End Projections will report anticipated year-end actual costs and revenues for Contractor's Program described in the Services Paragraph of this Attachment A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.

D. Staffing Reports
   1. Contractor shall submit monthly Staffing Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Attachment A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by Administrator. The reports will be received by Administrator no later than twentieth (20th) day following the end of the month being reported. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.

E. Programmatic Reports
   1. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect Participant-level data.
   2. Administrator may request additional Program reports of Contractor to determine the quality and nature of services provided hereunder. Administrator will be specific as to the nature of information requested and may allow up to fourteen (14) calendar days for Contractor to respond to request.
   3. Contractor shall submit additional reports as reasonably requested by County and may include the following metrics:
      a. Total number of eligible households that receive assistance;
      b. Composition of the households – demographics, size and type;
      c. Number of unduplicated Participants served;
      d. Caseload movement;
      e. Financial assistance expenditures;
      f. Length of assistance;
      g. Number of Participants exits and exit types;
      h. CES status – total number referrals entered into the CES program and related status:
      i. IHSP status – total number of plans established with Participants and related progress towards completion and
      j. Income increases for Participants.

F. Additional Reports
   1. Contractor shall submit additional reports as reasonably required by Administrator

concerning Contractor's activities as they affect the duties and purposes contained in the Contract. Administrator will provide Contractor with at least fourteen (14) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.

G. Incident Reports
   1. Contractor shall report all special incidents to Administrator and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.

H. Subject to mutual agreement in writing, the Contractor and Administrator may alter the reporting requirements.

7. Staffing

A. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated to subcontractors, Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:
   1. Designate the responsible position(s) in your organization for managing the funds allocated to this Program;
   2. Maximize the use of the allocated funds;
   3. Ensure timely and accurate reporting;
   4. Maintain appropriate staffing levels;
   5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
   6. Effectively communicate and monitor the Program for its success;
   7. Maintain communication between the Contract key staff and Program Administrators; and,
   8. Act quickly to identify and solve problems.

B. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintain of such efforts which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.

C. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

	Period 1 December 16, 2025, to June 30, 2026	**Period 2 July 1, 2026, to June 30, 2027**
Program	FTEs	FTEs
Director Client Resources	1.00	1.00
Field Services Director	1.00	1.00
Case Manager	4.00	4.00
Safety Coordinator	0.63	0.63

Subtotal Program FTEs	**6.63**	**6.63**
Total FTEs	**6.63**	**6.63**

D. Contractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

E. Contractor and Administrator may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment A to the Contract.

8. Budget

A. PAYMENTS

1. County shall pay Contractor monthly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.
2. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.
3. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, Administrator may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.
4. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, Administrator may authorize an increase in the provisional amount payment to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.
5. Contractor's invoicing shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.
6. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
7. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.
8. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.

9. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Attachment A to the Contract.
10. County shall pay Contractor in accordance with the Payments Paragraph of this Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator and Contractor. The total of such payments shall not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract.

	Period 1 December 16, 2025, to June 30, 2026	**Period 2 July 1, 2026, to June 30, 2027**
PROGRAM COSTS		
Salaries	$200,569	$417,186.00
Benefits	$55,106.00	$114,622.00
Services & Supplies	$142,350	$70,167.00
Flexible Funds	$66,667	$133,333
SUBTOTAL PROGRAM COSTS	**$464,693**	**$735,307.00**
TOTAL MAXIMUM OBLIGATION	**$464,693.00**	**$735,307.00**

B. BUDGET/STAFFING MODIFICATIONS

1. Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by Administrator. Contractor shall submit a properly completed Budget/Staffing Modification Request to Administrator for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Contract period and/or future Contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Administrator prior to implementation by Contractor. Failure of Contractor to obtain written approval from Administrator for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs. Upon written request by Contractor, and at sole discretion of Administrator, Administrator may increase or decrease the Period One and/or Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of County, as specified in the Referenced Contract Provisions of this Contract.

C. FINANCIAL RECORDS

1. Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by Administrator. Contractor shall submit a properly completed Budget/Staffing Modification Request to Administrator for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Contract period and/or future Contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Administrator prior to implementation by Contractor. Failure of Contractor to obtain written approval from Administrator for any proposed Budget/Staffing Modification Request(s) may

result in disallowance of those costs. Upon written request by Contractor, and at sole discretion of Administrator, Administrator may increase or decrease the Period One and/or Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of County, as specified in the Referenced Contract Provisions of this Contract.

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf
- Summary Document - https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf

Respondents/Bidders shall Complete, Sign and Submit Exhibit X with Proposal/Bid Response:

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

Please select which of the Homeless Service System Pillar(s) that applies to the services being proposed/bid.

- ☐ **PREVENTION**
- ☒ **OUTREACH & SUPPORTIVE SERVICES**
- ☐ **SHELTER**
- ☐ **HOUSING**

Please provide a brief description to outline how your proposal/bid meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit X.

The Hub Resource Center (the HRC) aligns with the Outreach & Supportive Services Pillar by serving as a zero-barrier access point where individuals experiencing homelessness can receive persistent, client-centered engagement and tailored supportive services. Every guest is welcomed without preconditions, ensuring that the program reflects the “No Wrong Door” and “Every Contact Counts” principles.

Case managers carry active caseloads while also providing open case conferencing, which allows participants to engage in services at their own pace and according to their own goals. This ensures services are tailored, inclusive, and culturally responsive, and that clients maintain agency and choice in how they connect to resources.

The HRC’s trauma-informed, housing-focused case management model embodies the holistic view of recovery outlined in the Pillars framework. Staff build trust through consistent daily engagement, supporting progress even when setbacks occur. With the support of over 250 partner organizations, individuals are connected to medical, behavioral health, legal, financial, and housing services on-site, reducing barriers and increasing systemwide efficiency.

Through this approach, the HRC ensures that supportive services are not one-time interventions but consistent and continuous efforts that meet people where they are and move them toward long-term housing and stability. In doing so, the HRC advances the goals and guiding principles of the Outreach & Supportive Services Pillar and strengthens the County’s broader Homeless Service System of Care.

EXHIBIT I

Commission to End Homelessness

Homeless Service System Pillars Attestation

1. Respondent/Bidder recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

   Initial_____

2. Respondent/Bidder acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

   Initial_____

3. Respondent/Bidder acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

   Initial_____

4. Respondent/Bidder recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

   Initial_____

5. Respondent/Bidder attests the proposal/bid submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. Respondent/Bidder also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

_____ 10/02/2025

(Signature Required) **(Date)**

Contract Summary Form

OC Expediter Requisition #: 1737791

Services Coordination in the South Service Planning Area – Friendship Shelter Inc.

SUMMARY OF SIGNIFICANT CHANGES

The Contract for Services Coordination in the South Service Planning Area will provide individuals and transitional aged youth (TAY) experiencing homelessness in Orange County with access to comprehensive case management and linkages to resources that promote placement into housing and housing stability.

SUBCONTRACTORS

N/A

The Friendship Shelter Budget:

ADMIN.COSTS	**Period 1: December 16, 2025 – December 15, 2026 - IND**	**Period 1: December 16, 2025 – December 15, 2026 - TAY**	**Period 2: December 16, 2026 – December 15, 2027 - IND**	**Period 2: December 16, 2026 – December 15, 2027 - TAY**
Salaries	$6,891.43	$6,891.43	$13,989.60	$13,989.60
Benefits	$1,585.03	$1,585.03	$3,217.61	$3,217.61
Indirect	$15,081.25	$11,990.59	$31,706.80	$23,898.03
SUBTOTAL ADMIN. COSTS	**$23,557.71**	**$20,467.04**	**$48,914.01**	**$41,105.24**
PROGRAM COSTS				
Salaries	$82,864.60	$97,708.26	$168,215.14	$198,347.77
Benefits	$19,058.86	$22,472.90	$38,689.48	$45,619.99
Services & Supplies	$59,594.40	$17,333.60	$119,188.80	$30,067.20
SUBTOTAL PROGRAM COSTS	**$161,517.86**	**$137,514.76**	$326,093.42	$274,034.95
TOTAL GROSS COSTS	**$185,075.57**	**$157,981.80**	**$375,007.43**	**$315,140.20**
TOTAL MAXIMUM OBLIGATION			**$1,033,205.00**	

The Friendship Shelter FTEs:

ADMIN.	**PERIOD 1: DECEMBER 16, 2025 – DECEMBER 15, 2026 - IND**	**PERIOD 1: DECEMBER 16, 2025 – DECEMBER 15, 2026 - TAY**	**PERIOD 2: DECEMBER 16, 2026 – DECEMBER 15, 2027 - IND**	**PERIOD 2: DECEMBER 16, 2026 – DECEMBER 15, 2027 - TAY**
CEO/Executive Director	0.013	0.013	0.013	0.013
COO	0.013	0.013	0.013	0.013
Dir. Program Dev. & Comp.	0.013	0.013	0.013	0.013
Director of Finance	0.013	0.013	0.013	0.013
Accounting Manager	0.013	0.013	0.013	0.013
Contracts Manager	0.025	0.025	0.025	0.025
HR Manager	0.013	0.013	0.013	0.013
HR Coordinator	0.013	0.013	0.013	0.013
Administrative Assistant	0.013	0.013	0.013	0.013
Accounts Payable Specialist	0.025	0.025	0.025	0.025
Accounting Assistant	0.013	0.013	0.013	0.013
Subtotal Admin. FTEs	**0.163**	**0.163**	**0.163**	**0.163**
PROGRAM				
Outreach Program Manager	0.075	0.125	0.075	0.125
Outreach Supervisor	0.5	0.5	0.5	0.5
Access Point Coordinator	0.25	0.75	0.25	0.75
Intensive Case Manager	1.95	1.55	1.95	1.55
Compliance Manager	0	0.025	0	0.025
Compliance Associate	0.025	0.1	0.025	0.1
Data Manager	0	0.05	0	0.05
Data Associate	0	0.05	0	0.05
Director of Services	0	0.05	0	0.05
Subtotal Program FTEs	**2.8**	**3.2**	**2.8**	**3.2**
Total FTEs	**2.963**	**3.363**	**2.963**	**3.363**

Contract Summary Form

OC Expediter Requisition #: 1737791

Services Coordination in the North and Central Service Planning Areas – Orangewood Foundation

SUMMARY OF SIGNIFICANT CHANGES

The Contract for Services Coordination in the North and Central Service Planning Areas will provide transitional aged youth (TAY) experiencing homelessness in Orange County with access to comprehensive case management and linkages to resources that promote placement into housing and housing stability.

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers:
Orange County United Way

The Orangewood Foundation Budget:

	Period 1: December 16, 2025, to June 30, 2026	**Period 2: July 1, 2026, to June 30, 2027**
ADMINISTRATIVE COSTS		
Salaries	$4,370.00	$9,089.00
Benefits	$1,092.00	$2,272.00
Services & Supplies	$0	$0
Indirect Costs	$38,051.00	$74,629.00
SUBTOTAL ADMINISTRATIVE COSTS	**$43,513.00**	**$85,990.00**
PROGRAM COSTS		
Salaries	$97,117.00	$202,003.00
Benefits	$24,279.00	$50,501.00
Services & Supplies	$126,817.00	$233,659.00
Subcontractor Costs	$28,454.00	$56,907.00
SUBTOTAL PROGRAM COSTS	**$276,667.00**	**$543,070.00**
TOTAL COST	**$320,180.00**	**$629,060.00**
TOTAL MAXIMUM OBLIGATION	**$949,240.00**	

The Orangewood Foundation FTEs:

	Period 1: January 1, 2026, to June 30 2026	Period 2: July 1, 2026, to June 30, 2027
ADMINISTRATIVE	**FTEs**	
Senior Accountant	0.10	0.10
Subtotal Admin FTEs	**0.10**	**0.10**
PROGRAM		
Director of Drop In Services	0.20	0.20
Manager of Drop In Services	0.50	0.50
Supervisor	0.10	0.10
Care Coordinator	2.00	2.00
Subtotal Program FTEs	**2.80**	**2.80**
Total FTEs	**2.90**	**2.90**

Contract Summary Form

OC Expediter Requisition #: 1737791

Services Coordination in the North and Central Service Planning Areas – The Hub OC

SUMMARY OF SIGNIFICANT CHANGES

The Contract for Services Coordination in the North and Central Service Planning Areas will provide individuals, families and transitional aged youth experiencing homelessness in Orange County with access to comprehensive case management and linkages to resources that promote placement into housing and housing stability.

SUBCONTRACTORS

N/A

The Hub OC Budget:

	Period 1 December 16, 2025, to June 30, 2026	**Period 2 July 1, 2026, to June 30, 2027**
ADMINISTRATION COSTS		
Salaries	$33,350	$72,800
Benefits	$9,898	$20,384
SUBTOTAL ADMINISTRATIVE COSTS	**$43,248**	**$93,184**
PROGRAM COSTS		
Salaries	$165,220	$342,930
Benefits	$45,209	$93,830
Services & Supplies	$143,213	$71,167
Flexible Funds	$66,667	$133,333
SUBTOTAL PROGRAM COSTS	**$420,309**	**$641,260**
TOTAL MAXIMUM OBLIGATION	**$463,557**	**$734,444**

The Hub OC FTEs:

	Period 1 December 16, 2025, to June 30, 2026	**Period 2 July 1, 2026, to June 30, 2027**
Admin	FTEs	FTEs
Direct Client Resources	0.50	.50
Field Services Director	0.50	.50
Subtotal Admin FTEs	**1.00**	**1.00**
Program	FTEs	FTEs
Case Manager	4.00	4.00
Safety Coordinator	0.63	0.63
Subtotal Program FTEs	**4.63**	**4.63**
Total FTEs	**5.63**	**5.63**

RFP # 017-2875004-EA

RFP: Services Coordination, Permanent Housing Delivery, and Prevention and Shelter Diversion Services

Final Scoring Summary

Program A: Services Coordination

Final Written and Interview Scores:

Respondent/Proposer	Evaluators					Total
	1	2	3	4	5	
The Hub OC	808	666	712	685	744	**2141**
Friendship Shelter	755	654	717	706	717	**2140**
Orange County United Way	789	667	709	734	687	**2130**
Volunteers of America of Los Angeles	747	642	708	668	697	**2073**
Thomas House Temporary Shelter	702	704	667	599	615	**1984**
Orange County Asian and Pacific Islander Community Alliance, Inc.	722	662	625	630	684	**1976**
Mercy House Living Centers	664	575	645	564	562	**1784**
HOPE Center of Orange County	632	541	601	565	562	**1726**

Final Ranking After Adding Cost Scores and Removal of Highest and Lowest Scores:

Respondent/Proposer	Evaluators					COST	Total
	1	2	3	4	5		
Friendship Shelter			717	706	717	**123**	**2263**
The Hub OC			712	685	744	**75**	**2216**
Orange County United Way			709	734	687	**9**	**2139**
Volunteers of America of Los Angeles			708	668	697	**21**	**2094**
Thomas House Temporary Shelter	702		667		615	**72**	**2056**
HOPE Center of Orange County			601	565	562	**300**	**2028**
Orange County Asian and Pacific Islander Community Alliance, Inc.		662		630	684	**12**	**1988**
Mercy House Living Centers		575	645	564		**102**	**1886**

Program A: Services Coordination for Transition Aged Youth (TAY)

Final Written and Interview Scores:

Respondent/Proposer	Evaluators					Total
	1	2	3	4	5	
Orangewood Foundation	738	685	713	673	726	**2850**
Orange County Asian and Pacific Islander Community Alliance, Inc.	715	655	632	570	643	**2573**
Friendship Shelter	736	661	708	673	658	**2042**

Final Ranking After Adding Cost Scores and Removal of Highest and Lowest Scores:

Respondent/Proposer	Evaluators					COST	Total
	1	2	3	4	5		
Orangewood Foundation		661	708	673		**300**	**2342**
Friendship Shelter		655	632		643	**231**	**2161**
Orange County Asian and Pacific Islander Community Alliance, Inc.		685	713		726	**21**	**2145**

County Executive Office

Memorandum

RECEIVED
2025 DEC 11 AM 9:16
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

December 10, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
Date: 2025.12.10 12:29:14 -08'00'

Subject: Supplemental Request According to Board Rule 21

S281

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 1, 2025, Board Hearing.

Agency: County Executive Office, Office of Care Coordination
Subject: Approve Contracts for North Service Planning Area Emergency Shelters
Districts: 4

Reason Item is Supplemental: The Contracts for the North Service Planning Area Emergency Shelters are being presented as supplemental given the extensive contract negotiations and review processes to establish a sole source contract with The Salvation Army and the Amendment to the Contract with Mercy House. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: The Buena Park Navigation Center and Placentia Navigation Center located in the North Service Planning Area are experiencing funding shortfalls that are jeopardizing the continued operations of these critically needed programs for individuals experiencing homelessness. This Agenda Staff Report cannot be moved to another date as there is an urgent need to provide funding and not impact the operations of the navigation centers.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: 8167FA04-3693-44EC-92EB-AA1B05D68B70

Agenda Item *Clerk's Use Only* S28I

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2025 DEC 11 AM 9:16
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	12/16/25
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	4
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Digitally signed by Michelle Aguirre Date: 2025.12.10 12:28:09 -08'00' *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Douglas Becht (714) 834-2323 Zulima Lundy (714) 834-6805

SUBJECT: Approve Contracts for North Service Planning Area Emergency Shelters

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.12.10 12:28:32 -08'00'	Approve agreements as to form	Choose an item.
CEO Signature	*Action*	Choose an item.
	DocuSigned by: Christopher Anderson *County Counsel Signature*	

Budgeted: No **Current Year Cost:** $2,448,863 **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** Yes
Current Fiscal Year Revenue: N/A
Funding Source: State: 100% (HHAP) **County Audit in last 3 years** No
Levine Act Review Completed: Yes
Prior Board Action: 5/20/2025 #81, 5/6/2025 #41, 2/6/2024 #22, 9/13/2022 #32

RECOMMENDED ACTION(S)

1. Approve Sole Source Contract and authorize the County Procurement Officer or Deputized designee to execute Contract with The Salvation Army for provision of Emergency Shelter Operations and Services at the Placentia Navigation Center, effective December 16, 2025, through June 30, 2026, in an amount not to exceed $979,545.

2. Authorize the County Procurement Officer or Deputized designee to execute Amendment No. 3 to Contract with Mercy House Living Centers for Emergency Shelter Operations and Services for Individuals in the North Service Planning Area to increase the Contract in an amount not to exceed $1,469,318, for a revised cumulative total amount not to exceed $2,219,318, effective October 15, 2022, through June 30, 2027.

SUMMARY:

Approval of the Sole Source Contract with The Salvation Army and Amendment with Mercy House Living Centers for Emergency Shelter Operations and Services will provide individuals experiencing homelessness in the North Service Planning Area of Orange County continued access to emergency shelter operations and services with housing-focused case management.

BACKGROUND INFORMATION:

The Placentia Navigation Center, operated by The Salvation Army, and the Buena Park Navigation Center, operated by Mercy House Living Centers (Mercy House), provide year-round emergency congregate shelter to individuals experiencing homelessness in the North Service Planning Area (SPA). The Placentia Navigation Center and Buena Park Navigation Center provide temporary shelter services with comprehensive onsite case management, with a strong emphasis on connecting participants to permanent housing.

The County of Orange (County) has previously provided funding to the North SPA cities in support of the development and operations of the Placentia Navigation Center and the Buena Park Navigation Center. Additionally, the County's Office of Care Coordination is currently contracting with Mercy House for operations and services provided at the Buena Park Navigation Center.

At the September 24, 2025, meeting of the CoC Board, representatives from North SPA cities provided public comments expressing concerns that funding shortfalls are jeopardizing the continued operations of these critically needed Navigation Centers for individuals experiencing homelessness. The representatives requested financial support to sustain the operations of both Navigation Centers.

The Orange County Continuum of Care (CoC) Board is supportive of this goal and actively advocating and exploring opportunities to ensure that an appropriate level of resources is directed to serve individuals in need of temporary shelter in the North SPA. At the October 22, 2025, meeting, the CoC Board approved the utilization of up to $1,448,863 in Homeless Housing, Assistance and Prevention (HHAP) funding allocated to the CoC to maintain operations and ensure continuity of services at the Placentia Navigation Center and Buena Park Navigation Center. The County will utilize an additional $1,000,000 of HHAP funding from its own allocation to further support ongoing operations and services at both Navigation Centers.

Prior Board of Supervisors (Board) Actions:

Board Date	Contract/Amendment	Term	Maximum Obligation	Action
11/20/2018	Approve CoC Board Homeless Emergency Aid Program (HEAP) funding recommendations for Capital Improvement Projects in the North SPA	N/A	$15,568,715	Approved as Recommended
4/23/2019	Approve Contracts with City of Placentia and City of Buena Park for capital project to develop the Navigation Centers	January 22, 2019 - January 22 2029	$12,062,300	Approved as Recommended
3/10/2020	Approve Memorandum of Understanding with City of Buena Park and City of Placentia to establish cooperative funding agreement for operation of Navigation Centers	March 10, 2020 - March 10, 2030	$12,500,000	Approved as Recommended

7/14/2020	Approve agreement with City of La Habra for North SPA for disbursement of Permanent Local Housing Allocation (PLHA) funds	June 23, 2020 - June 30, 2025	$7,632,984	Approved as Recommended
12/7/2021	Approve Amendment No. 1 to PLHA agreement with City of La Habra for joint project in North SPA	July 1, 2021 - June 30, 2025	$3,476,004	Approved as Recommended
9/13/2022	Approve Contract for Emergency Shelter Operations and Services with Mercy House	October 15, 2022 - June 30, 2024	$300,000	Approved as Recommended
2/6/2024	Approve Amendment No. 1 to renew Contract with Mercy House for a one-year term	July 1, 2024 - June 30, 2025	$150,000	Approved as Recommended
5/6/2025	Amendment No. 2 to renew Contract with Mercy House for a two-year term	July 1, 2025 - June 30, 2027	$300,000	Approved as Recommended
5/20/2025	Amendment No. 2 to renew MOU with City of La Habra for PLHA Program	July 1, 2025 - June 30, 2027	$2,976,667	Approved as Recommended

Scope of Services:
The Contracts for Emergency Shelter Operations and Services (Programs) are designed to provide safe, temporary shelter services for the individuals (adult only households) experiencing homelessness with the goal to ensure a household's experience with homelessness is as brief as possible. The Programs will incorporate evidenced-based approaches such as motivational interviewing, progressive engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability.

The Programs will operate in accordance with the County of Orange's Standards of Care for Emergency Shelter Providers (Standards of Care). The Standards of Care are a comprehensive set of administrative, operational, and facility-based standards designed to support the quality and consistency of program operations, evidence-based participant services, core organizational/administrative functions, and facility design/operations.

The Programs include the following services at minimum:

a. Intake and assessment to understand the history of participation in other homeless service assistance programs, collection of needed demographic information, and determination of what supportive services would be most beneficial for the participants.
b. Housing-focused case management to support program participants with locating housing options that meet the participant's individual needs.
c. Housing navigation services to support the participant in identifying available housing units and community resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements.
d. Coordinated Entry System (CES) Access Point to support participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.
e. On an annual basis, at minimum, solicit participant feedback to assess program operation changes to better support and meet the needs of participants and evaluate how to best meet the performance outcomes.

The Office of Care Coordination has worked to incorporate the Homeless Service System Pillars Attestations into the Contracts as detailed in the recommended actions. The agreed upon Scope of Services

outlined in the proposed Contracts are in alignment with the Shelter Pillars' best practices, guiding principles and commitments as detailed in the Homeless Service System Pillar Report.

Performance Metrics:
The table below outlines each providers' specific target population and number of households to be served.

Provider	Target Population	Households to Be Served	Reporting Period
Mercy House	Individuals and adult only households in the North SPA	500 adult only households	July 1, 2025, through June 30, 2027
The Salvation Army	Individuals and adult only households in the North SPA	150 adult only households	December 16, 2025, through June 30, 2026

The outcome measures for the Programs during the Contract terms are detailed below.

a. 100 percent of participants will have an Individualized Housing and Service Plan (IHSP) within thirty (30) calendar days of program enrollment.
b. 90 percent of participants will be connected to the CES within thirty (30) days of program enrollment.
c. At minimum, 25 percent of participants will exit to a permanent housing destination.
d. At minimum, 15 percent of participants will have a higher income than at program entry due to employment and or mainstream benefits.
e. Maintain a bed occupancy/utilization of 90 percent or higher through the term of the Contract.

From September 15, 2022, to October 31, 2025, the following performance metrics were achieved by Mercy House at the Buena Park Navigation Center:

Performance Metric	FY22-23	FY23-24	FY24-25	FY25-26
100 percent of Participants with an IHSP within 30 days of their Program Enrollment	65%	51%	76%	76%
90 percent of Participants with an enrollment to CES within 30 days of their Program Enrollment	79%	81%	84%	97%
25 percent of Exits to Permanent Housing	23%	20%	10%	16%
15 percent of Participants with a Higher Income than at Program Entry	12%	7%	5%	7%
90 percent or higher Average Bed Occupancy Rate	105%	86%	97%	96%

The Office of Care Coordination is actively working with Mercy House to discuss the contracted performance metrics where they are currently under performing. Mercy House continues to review practices and implement strategies to improve performance outcomes related to increasing participants' income and providing IHSPs in a timely manner. Mercy House continues to experience challenges in exiting participants to permanent housing destinations given the limited housing resources, however they have already shown improvements in this performance metric from the previous fiscal year.

The Orange County Preference Policy is not applicable to these Contract awards. These Contracts do not include subcontractors or pass through to other contractors. See Attachment B for the Contract Summary Forms. The appropriate due diligence has been conducted and the non-profits has been verified to be in good standing.

The proposed Contract with The Salvation Army is a Sole Source Contract. As the current operators of the Placentia Navigation Center, The Salvation Army is the sole vendor capable of ensuring the continuity of

this temporary shelter resource. The Salvation Army does have 17 pending lawsuits and one judgement with non-government agencies on public record, however none are of any major significance to the County and immaterial to their delivery of the services as described.

The Sole Source Contract with The Salvation Army is being recommended less than 30 days before the contract start date, given that the funding a disruption of key services at the Placentia Navigation Center would jeopardize the stability of people experiencing homelessness who are currently engaged in services. The Salvation Army is uniquely qualified in continuing to serve participants receiving services at the Placentia Navigation Center and working with them to transition to permanent housing solutions.

The Office of Care Coordination requests the Board approve the Sole Source Contract with The Salvation Army and the Amendment of the Contract with Mercy House as referenced in the Recommended Actions above. Approval of Recommended Actions will support the County's effort to build a responsive System of Care that meets the needs of different segments of the homeless population in achieving housing and increased income.

FINANCIAL IMPACT:

The appropriations for the Contracts are included in FY 2025-26 Mid-Year Budget Report (MBAR) adjustment for Budget Control 018 Budget and will be offset by budgeted Transfers In from the Care Coordination Fund, Fund 12L.

The Contracts include provisions allowing the County to terminate the Contracts, reduce the level of services, and/or renegotiate the levels of services provided, as necessary. This includes a notice that allows the County adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Contract with The Salvation Army
Attachment B – Contract with Mercy House Living Centers
Attachment C – County of Orange Standards of Care for Emergency Shelter Providers
Attachment D – Contract Summary Form for The Salvation Army
Attachment E – Contract Summary Form for Mercy House Living Centers

Docusign Envelope ID: 82051E22-A0FC-477C-BD7F-F346A74B00E8

Contract MA-017-26010651

For

Emergency Shelter Services and Operations for the Placentia Navigation Center

Between

–County of Orange

And

The Salvation Army

Docusign Envelope ID: 82051E22-A0FC-477C-BD7F-F346A74B00E8

CONTRACT

MA-017-26010651
Between
County of Orange
and
The Salvation Army
For
Emergency Shelter Services and Operations for the Placentia Navigation Center

This Contract MA-017-26010651 Emergency Shelter Services and Operations for the Placentia Navigation Center (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 The Salvation Army, a California non-profit corporation (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 and Payment

Exhibit I – Homeless Services System Pillars Attestation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Emergency Shelter Services and Operations for the Placentia Navigation Center under a usage Contract; and,

WHEREAS, Contractor agrees to provide Emergency Shelter Services and Operations for the Placentia Navigation Center 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 Scope of Work and Payment, attached hereto as Attachment A; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Emergency Shelter Services and Operations for the Placentia Navigation Center with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Docusign Envelope ID: 82051E22-A0FC-477C-BD7F-F346A74B00E8

Article I – 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.

Docusign Envelope ID: 82051E22-A0FC-477C-BD7F-F346A74B00E8

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.

Docusign Envelope ID: 82051E22-A0FC-477C-BD7F-F346A74B00E8

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. Contractor also has the right to terminate this Contract without penalty after 30 days' written notice, unless otherwise specified.

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

Docusign Envelope ID: 82051E22-A0FC-477C-BD7F-F346A74B00E8

termination of this Contract under this provision anytime upon or after assignment, in the event that the 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.

ARTICLE II – 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. 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, 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

ARTICLE III – ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Placentia Navigation Center 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:

This Contract shall become effective December 16, 2025, through June 30, 2026, unless otherwise terminated by County.

3. Renewal:

This contract shall not be renewed unless otherwise approved by the County 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 Procurement Agent (DPA).

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 does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of

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Article "Indemnification" above, 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" Article 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. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. 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.

12. 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 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.

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13. 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, in unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

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 Procurement 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

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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 Procurement 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 "Termination" herein.

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.

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The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department 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. 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.

20. 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 practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising,

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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.

21. Headings:

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

22. Lobbying:

On the 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 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 contract.

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. 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.

25. Substitutions:

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

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.

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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 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 Procurement 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. Reports/Meetings:

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will 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.

31. 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.

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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.

32. 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.

33. 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.

34. 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.

35. 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:	The Salvation Army
Attn:	Legal Department
Address:	30840 Hawthorne Blvd., Rancho Palos Verdes, CA 90275

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Phone:	(562) 436-7000
Email:	subpeaonas@usw.salvationarmy.org

Contractor:	The Salvation Army
Attn:	Divisional Secretary for Orange County
Address:	10200 Pioneer Rd., Tustin, CA 92782
Phone:	(714) 832-7100
Email:	Kenneth.Perine@usw.salvationarmy.org

County's Project Manager: County Executive Office – Office of Care Coordination	
Attn:	Zulima Lundy
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-6805
Email:	Zulima.Lundy@ceo.oc.gov

cc: County Executive Office - CPO/Procurement Services	
Attn:	Daisy Corona, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 567-6253
Email:	daisy.corona@ceo.oc.gov

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Article IV – ADDITIONAL TERMS AND CONDITIONS, BUSINESS ASSOCIATE AGREEMENT

1. **Obligations and Activities of Contractor as Business Associate Additions**

A. If Contractor receives Social Security data from County provided to County by a state agency, upon request by County, Contractor shall provide County with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.

B. Contractor will notify County if Contractor is named as a defendant in a criminal proceeding for a violation of Health Insurance Portability and Accountability (HIPAA). County may terminate the Contract, if Contractor is found guilty of a criminal violation in connection with HIPAA. County may terminate the Contract, if a finding or stipulation that Contractor has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Contract.

C. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the Contract, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

D. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the HIPAA regulations and other applicable laws relating to the security or privacy of Protected Health Information (PHI). Upon County's request, Contractor agrees to promptly enter into negotiations with County concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event:

1. Contractor does not promptly enter into negotiations to amend this Business Associate Contract when requested by County pursuant to this Section; or

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2. Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that County deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

2. Security Rule Additions

A. Contractor shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.

B. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. Contractor will provide County with its current and updated policies upon request.

C. Contractor shall ensure the continuous security of all computerized data systems containing electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall protect paper documents containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. These steps shall include, at a minimum:

1. Complying with all of the data system security precautions listed under the Section titled "Data Security Requirements," below;

2. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of County;

3. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

D. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with County.

3. Data Security Requirements

A. Personal Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of County in connection with Contract, or access or disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the

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training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.

2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Contractor's privacy policies and procedures, including termination of employment where appropriate.

3. Confidentiality Statement. All persons that will be working with PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following the termination of the Contract.

4. Background Check. Before a member of the workforce may access PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

B. Technical Security Controls

1. Workstation/Laptop encryption. All workstations and laptops that store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County.

2. Server Security. Servers containing unencrypted PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable media devices. All electronic files that contain PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf County must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the

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premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.

5. Antivirus software. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

7. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

   a. Upper case letters (A-Z)

   b. Lower case letters (a-z)

   c. Arabic numerals (0-9)

   d. Non-alphanumeric characters (punctuation symbols)

8. Data Destruction. When no longer needed, all PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Other methods require prior written permission by County.

9. System Timeout. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

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10. Warning Banners. All systems providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12. Access Controls. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. Transmission encryption. All data transmissions of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County outside the secure internal network must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 certified algorithm which is 128bit or higher, such as Advance Encryption Standard (AES). Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. Log Reviews. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a routine procedure in place to review system logs for unauthorized access.

3. Change Control. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a

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documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Control

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Contract for more than 24 hours.

2. Data Backup Plan. Contractor must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department of Health Care Services (DHCS) PHI or Personal Information (PI) should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and County (e.g. the application owner) must merge with the Disaster Recovery Plan.

E. Paper Document Controls

1. Supervision of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. Escorting Visitors. Visitors to areas where PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. Removal of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must not be removed from the premises of the Contractor except with express written permission of County.

5. Faxing. Faxes containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

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6. Mailing. Mailings containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.

4. Prohibited Uses and Disclosures

A. Contractor shall not disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, except with the prior written consent of County and as permitted by 42 USC § 17935(d)(2).

5. Personal Information Privacy and Security Contract

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. **Definitions:**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the County or DHCS, received by Contractor from the County or DHCS or acquired or created by Contractor in connection with performing the functions, activities and services specified in the Contract on behalf of the County.
5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.
6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification

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requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores PI.

B. **DHCS PI and PII Uses and Disclosure:**

1. Permitted Uses and Disclosures of DHCS PI and PII by Contractor. Except as otherwise indicated in these terms and conditions, Contractor may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the County pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.

2. Responsibilities of Contractor.

Contractor agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. Contractor shall develop and

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maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor 's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. Contractor will provide County with its current policies upon request.

c. Security. Contractor shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. Contractor shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

   i. Complying with all of the data system security precautions listed in the Section titled "Data Security Requirements" of the Business Associate Contract; and

   ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

   iii. If the data obtained by Contractor from County includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any of Contractor's agents or subcontractors, to whom Contractor provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of DHCS PI or PII by Contractor or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. Contractor 's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom Contractor subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Contractor receives DHCS PII, upon request by County and/or DHCS, Contractor shall provide County and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

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g. Cooperation with County. With respect to DHCS PI, to cooperate with and assist the County to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, Contractor agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. Contractor agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with the Section titled "Breach Discovery and Notification," of the Business Associate Contract to the Contract.

i. Designation of Individual Responsible for Security. Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the County.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

THE SALVATION ARMY

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
	EDDIE VINCENT	VICE PRESIDENT	12/4/25
	KELLY PONTSLER	TREASURER	12/4/25

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:

Signature	Name	Title	Date
Signed by: CHRISTOPHER ANDERSON 1C7F36B7FBD6450...	CHRISTOPHER ANDERSON	**Deputy**	12/8/2025

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ATTACHMENT A - SCOPE OF WORK AND PAYMENT

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Access Point means the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.
2. Admission means documentation, by Contractor, of completion of the entry and program enrollment into Homeless Management Information System.
3. Care Plus Program (CPP) means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.
4. Case Management means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.
5. Client or Participant means an individual or family, referred by County or enrolled in Contractor's Program for services under the Contract, who are experiencing homelessness.
6. CES means Coordinated Entry System and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for Participants. The Coordinated Entry System covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.
7. CES Community Queue means a list of eligible Participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.
8. CoC means Continuum of Care, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The Continuum of Care strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are experiencing homelessness as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.
9. County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care) are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based participant services, core organizational and administrative functions, and facility design and operations.
10. Cultural Competency means consideration for cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans, victims of domestic

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violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.

11. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System; however, victim service providers utilize comparable Data Collection Systems.
12. Engagement means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant (s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of Participants(s) is the objective of a successful Outreach.
13. Family means household with at least one minor child, household with an expectant mother, or household that are working towards reunification with minor children referred by the County.
14. Harm Reduction are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant's termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.
15. Homeless Management Information System (HMIS) means a database mandated by the U.S. Department of Housing and Urban Development used to collect participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.
16. Housing First Principles include Access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some participants' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.
17. Housing Navigation means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.
18. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their sustainability for the population served in accordance with the minimal housing standards policy set by County for their program. The Housing Specialist is also responsible for assisting Participants with applications to low-income housing, housing subsidies, senior housing, etc.
19. Individuals refers to adults aged 18 and older. Individuals may be single person households and adult-only households.
20. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, food pantries, support groups, etc.
21. Intake means the initial meeting between a Participant and Contractor's staff and includes an evaluation to determine if the Participant meets Program criteria and is willing to seek services.

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22. Motivational Interviewing is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.
23. Outreach means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in Contractor developing its own Participant referral sources for the programs it offers.
24. Program Director means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.
25. Progressive Engagement means a flexible, targeted and efficient approach to to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.
26. Referral means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service.
27. Service Planning Areas (SPA) means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.
28. System of Care Data Integration System (SOCDIS) means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.
29. Transitional Aged Youth (TAY) refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.
30. Trauma-Informed Care requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.
31. U.S. Department of Housing and Urban Development (HUD) means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

B. Contractor and County may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A to the Contract.

II. BUDGET

A. County shall pay Contractor in accordance with the Payments Paragraph of this Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by County and Contractor. The total of such payments shall not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract.

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ADMINISTRATION COSTS	
Salaries	$36,474
Benefits	$15,261
Indirect Costs	$89,041
SUBTOTAL ADMINISTRATIVE COSTS	**$140,776**
PROGRAM COSTS	
Salaries	$446,226
Benefits	$173,966
Services & Supplies	$218,487
SUBTOTAL PROGRAM COSTS	**$838,679**
TOTAL GROSS COSTS	**$979455**
TOTAL MAXIMUM OBLIGATION	**$979,455**

B. BUDGET/STAFFING MODIFICATIONS – Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by County. Contractor shall submit a properly completed Budget/Staffing Modification Request to County for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from County prior to implementation by Contractor. Failure of Contractor to obtain written approval from County for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs. Upon written request by Contractor, and at sole discretion of County, County may increase or decrease the Period One and/or Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of County, as specified in the Referenced Contract Provisions of this Contract.

C. FINANCIAL RECORDS – Contractor shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of Contractor shall be documented, and will be made in accordance with Generally Accepted Accounting Principals.

III. PAYMENTS

A. County shall pay Contractor monthly, in arrears, for actual costs incurred. Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. County may, at its discretion, pay supplemental invoices for any month for

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which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. County shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.
2. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, County may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.
3. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, County may authorize an increase in the provisional amount payment to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.

B. Contractor's invoicing shall be on a form approved or supplied by County and provide such information as is required by County. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.

C. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. County may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.

E. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.

F. Contractor and County may mutually agree, in writing, to modify the Payments Paragraph of this Attachment A to the Contract.

IV. REPORTS

A. Contractor shall maintain records and make statistical reports as required by County.

B. FISCAL

1. Contractor shall submit monthly Expenditure and Revenue Reports to County. These reports will be on a form acceptable to, or provided by, County and will report actual costs and revenues for Contractor 's program described in the Services Paragraph of this Attachment A to the Contract. The reports will be received by County no later than the twentieth (20th) day following the end of the month being reported. Contractor must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by County, the total extension will not exceed more than five (5) calendar days.
2. Contractor shall submit monthly Year-End Projection Reports to County, to be included in the monthly Expenditure and Revenue Reports. The Year-End Projections will report anticipated year-end actual costs and revenues for Contractor's Program described in the Services Paragraph of this

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Attachment A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.

C. STAFFING – Contractor shall submit monthly Staffing Reports to County. These reports will be on a form acceptable to, or provided by, County and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Attachment A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by County. The reports will be received by County no later than twentieth (20th) day following the end of the month being reported. If an extension is approved by County, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – Contractor may be required to submit monthly reports to County. These reports shall be on a form acceptable to, or provided by, County. County may request additional Program reports of Contractor determine the quality and nature of services provided hereunder. County will be specific as to the nature of information requested and may allow up to fourteen (14) calendar days for Contractor to respond to request.

E. ADDITIONAL REPORTS – Contractor shall submit additional reports as reasonably required by Administrator concerning Contractor's activities as they affect the duties and purposes contained in the Contract. County will provide Contractor with at least fourteen (14) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.

F. Contractor shall report all special incidents to County and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.

G. Subject to mutual agreement in writing, the Contractor and County may alter the reporting requirements.

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

   a. The Emergency Shelter Operations and Services Program can support persons experiencing homelessness countywide access available emergency shelter programs focus on shelter stabilization and robust supportive services that assist Participants in obtaining permanent housing and increased income.

   b. The purpose of this Contract is for Contractor to provide Emergency Shelter Operations and Services for Individuals experiencing homelessness in the North Service Planning Area (SPA) of Orange County. Contractor shall perform all services set forth in the program description and will be responsible for administering program funded with federal and/or state funds, as described as follows, in a manner satisfactory to County and consistent with any standards required as a condition of providing state funds, including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-8), and HSC § 50221(a)(1-4) and/or in in accordance with 25 CCR Section 8403 and ESG federal and state requirements.

   c. Contractor shall adhere to all applicable regulations associated with federal and/or state funding sources, including but not limited to and Homeless Housing Assistance and Prevention Grant Program (HHAP). Contractor shall ensure all program policies and procedures are in compliance with required federal and/or state regulations.

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2. Program Description Summary

   a. The Emergency Shelter Operations and Services for Individuals experiencing homelessness in the North SPA will provide access to facilities that provide safe, temporary shelter services for the homeless population with a focus on ensuring a household's experience of homelessness is as brief as possible. Therefore, the emergency shelter program should be housing-focused with case management services targeted to helping Participants transition to permanent housing options as quickly as possible.

   b. Emergency shelters should be designed to be low barrier by having minimal eligibility criteria required at program entry. Emergency shelters should be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing with appropriate training to better support general management, case management, and security services at the Program. The Program will assist Participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes, and providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability. The Program is to be implemented in a manner that increases effective service delivery across Orange County, regardless of where a person is experiencing homelessness.

   c. The Emergency Shelter Operations and Services for Individuals shall include the following services at minimum:

      i. Receive referrals from the Bed Reservation System within Outreach Grid.

      ii. Intake and assessment to engage and enroll persons referred by Outreach Grid who would benefit from an emergency shelter intervention to overcome their homelessness, understanding the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.

      iii. Provision of essential services at the Program must include a safe sleeping location and amenities to meet basic personal needs.

      iv. Housing-focused case management to support Participants with locating housing options that meet the participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the Individualized Housing and Service Plan.

      v. Housing navigation services to support the Participants in identifying available housing units and resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements.

      vi. Function as a CES Access point to support participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.

      vii. Case conference, coordinate and collaborate with the other components of the System of

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Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.

viii. Services will be recorded in the HMIS in accordance with the adopted Homeless Management Information System (HMIS) Policies and Procedures.

ix. The program will operate twenty-four (24) hours a day, seven (7) days a week with in-person staff coverage.

x. The Program will be required to execute all items within the Standards of Care.

xi. Contractor will develop and implement a pet policy that accommodates participants with pets. The pet policy should detail the participants' responsibilities related to the handling and caring of the pet.

d. Contractor, pursuant to requirements set forth in this Scope of Services and consistent with federal and/or state funding requirements shall provide Emergency Shelter Operations and Services for Individuals experiencing homelessness in the North SPA of Orange County for the term of this Contract.

3. Use of Funds

a. Funds shall be used to provide contracted services and operations of the Program. The Program and eligible costs have been informed by best practices frameworks focused on providing emergency shelter services to Participants and assist in transitioning to permanent housing as quickly as possible.

b. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved Participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.

c. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low- barrier and promote an engagement rich environment in which Participants make connections to supportive services and stable housing.

B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1. Contractor is to provide services to individuals experiencing homelessness in the North SPA of Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homeless.

2. Contractor is to confirm eligibility and review of supporting forms for Participants to ensure they meet the eligible criteria as established by HUD and California Department of Housing and Community Development (HCD).

3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

a. Category 1: Literally Homeless: Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

i. Has a primary nighttime residence that is a public or private place not meant for human habitation;

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ii. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

iii. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

b. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

ii. Has no other residence; and

iii. Lacks the resources or support networks, e.g., family, friends, faith- based or other social networks, to obtain other permanent housing.

4. At the time of program enrollment, eligible participants households must meet the above criteria of individuals experiencing homelessness in Orange County. The Program should prioritize and focus on assisting individuals experiencing chronic homelessness and/or the longest length of homelessness.

C. DESCRIPTION OF SERVICES

1. Essential Requirements – Contractor shall:

a. The Program will operate twenty-four (24) hours a day, seven (7) days a week, year-round to ensure availability and accessibility for Individuals experiencing homelessness. Maintain a holiday schedule consistent with County's holiday schedule, unless otherwise approved, in advance and in writing, by County.

b. Operate the Program to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

c. Have a 24-hour contact available to Program staff for emergency purposes and communication policies and procedures in place to notify County as appropriate.

d. Have a 24 hour contact available to County for emergency purposes and to coordinate response as appropriate.

e. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Participant information and PII private, confidential, secure, etc.

2. Administrative Management Tasks – Contractor shall:

a. Work in partnership with County to deliver the services as outlined in the Program by being responsive to the needs of the household eligible for services.

b. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management plan, staff responsibilities and staff coordination.

c. Track program costs and ensure eligibility for payment within the funding requirements.

d. Operate, maintain, coordinate and staff the resources of the program.

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e. Coordinate with County agencies to provide appropriate supportive services to Participants including but not limited to County Executive Office (CEO), Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).

f. Coordinate with County agencies, the Orange County CoC and community- based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.

g. Attend Monthly Provider Meetings regularly to provide feedback and updates to the County as needed.

h. Enter Program data into HMIS or comparable database and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

i. Participate in County community events as directed by the Office of Care Coordination to provide appropriate services to and support the target population.

3. Emergency Shelter Operations and Services – Contractor is responsible for the provision of Emergency Shelter Operations and Services to eligible Participants experiencing homelessness in Orange County. Emergency Shelter Operations and Service costs must be eligible and necessary provide safety, temporary shelter services, access to essential services and to help the Participant move as quickly as possible into permanent housing. Contractor shall conduct:

   a. The Program will operate at the Placentia Navigation Center located at 731 S. Melrose Street, Placentia, California, in an industrial area, near freeways and within walking distance to public transportation. The Program provides year-round emergency congregate shelter with 100 beds in dorms for men, women, and non-binary individuals. Participants will gain access to the emergency shelter site through the bed reservation in Outreach Grid through Hope Center. The Program coordinates referrals from the North Orange County Public Safety Collaborative referral partners including street outreach teams and homeless liaison officers.

   b. Emergency Shelter Operations and Services will operate in accordance with the Orange County's Standards of Care, a comprehensive set of administrative, operational, and facility-based standards designed to support the quality and consistency of program operations, evidence-based participant services, core organizational/administrative functions, and facility design/operations.

   c. Intake and Assessment: Program must receive referrals from the Outreach Grid and work with street outreach teams, homeless service providers and law enforcement to engage and enroll persons who would benefit from emergency shelter intervention.

      i. Program will conduct an assessment to determine the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services best meets the Participants' needs.

      ii. Program should provide ample time to engage participants and repeatedly engage with Participants who are hesitant or unsure of engaging in homeless services. Program should also ensure that service engagement is voluntary, participant-centered, and trauma-informed.

      iii. Program's intake and assessment process should confirm eligibility per funding source guidelines and maintain a record of appropriate documentation in support of the eligibility determination process.

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d. Provision of Essential Services: At a minimum, the Program must provide a safe sleep location and amenities including sleeping areas, storage of personal belongings, bathrooms, laundry, medical linkages as needed, and the scheduling of meals, showers, and other personal services as needed.

e. Housing-Focused Case Management: Program must provide services to Participants that support with locating permanent housing options that meet the Participant's needs. Caseloads should be limited to no more than twenty-five Clients per case manager at any given time. The following case management activities must be made available to Participants:

   i. Program must create an Individualized Housing and Service Plan, in partnership with the Participant, that considers and incorporates the goals of the Participant and focuses on identifying and securing permanent housing as well as other life areas that will support and assist Participants in successfully obtaining and maintaining housing. The Individualized Housing and Service Plan should address specific needs and barriers to housing and track process on established goals and milestones. The Individualized Housing and Service Plan should detail a path to housing stability and support the Participants in maintaining permanent housing after the assistance ends.

   ii. Identification of housing opportunities: Program is expected to work with participants to understand their housing desires and needs and work with them to identify housing that would best meet their needs.

   iii. Program must meet face to face with participants on weekly basis or as frequently as needed, but no less than once a month. Any unsuccessful attempts shall be documented in HMIS to ensure flow of services being provided.

   iv. Program is required to have a network of resources that they can provide referrals and linkages to. Networks must include the resources listed below. Referrals and linkages to services and programs that address the needs of individuals should be provided and facilitated on an ongoing basis. Program should also assist with any subsequent follow up from the appointment and/or access to supportive services thus reducing the likelihood for missed appointments and other recidivism, including but not limited to

      (a) Physical Health Care

      (b) Mental Health Care

      (c) Substance Use Treatment

      (d) Mainstream Benefits

      (e) Employment Services

      (f) Legal Services

      (g) Credit Counseling

      (h) Education

      (i) Essential services that address the needs of specialized populations, including but not limited to transitional aged youth, victims of domestic violence, dating violence, sexual assault, or stalking, and veterans.

f. Housing Navigation Services to support the Participant in identifying available housing units and resources, Housing Navigation Services should focus on permanent housing options that are affordable and sustainable for the Participants, including but not limited to shared housing, room for rent, family reunification, etc. This includes strong collaboration and coordination

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with other homeless services providers, including those that actively participate in the CES, the Orange County CoC and non-traditional partners.

g. Function as a CES Access Point to support Participants in accessing CES through the completion of an assessment, the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition. Program must actively participate in relevant CES meetings and participate in case conferencing.

h. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in the North SPA and countywide to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs. This will support in the coordination and monitoring of other needs and engagement processes for the Participant as well as measuring progress on the Individualized Housing and Service Plan.

i. Services will continue to be provided to the Participant while working to secure housing and enrolled in another homeless service system program aimed at providing that support, such as rapid rehousing or permanent supportive housing. The Participant may have several case managers at one point depending on the supportive services being accessed, as such the Program is expected to work collaboratively with others for the benefit of the Participants. The goal of the Program is to ensure care coordination, continuity of services to ensure permanent housing and ongoing housing stability. The Program is to case conference and collaborate with other case managers providing services to the Participant.

j. Services will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures. This includes timely and appropriate data input in HMIS, including progress notes after each engagement and/or case management session with a Participant.

   i. All HMIS data should be entered within 72 hours of services provided, including client level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

   ii. Monitoring of Operator Performance Achievement will be gathered through HMIS data entry submitted to the County on a monthly basis.

k. The Program is to provide services to Participants' animals and/or pets residing within the shelter. These services can be provided through a contracted vendor and should include but not limited to; food, examination of animal health upon entry and throughout enrollment, spay/neutering services, vaccinations, treatments for injuries/health issues and pet owner education, etc.

D. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract and ensure a shelter flow that prioritizes participant housing goals and exits to permanent housing.

   a. Contractor will assist a minimum of 150 eligible Participant households by providing Emergency Shelter Operations and Services. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.

   b. Of the Participants enrolled in the Program during the reporting period, 100% of Participants will have an Individualized Housing and Service Plan within thirty (30) calendar days of program enrollment. The housing and service plan will be tracked using HMIS via services and/or an assessment.

   c. Of the Participants enrolled in the program during the reporting period, 90% of participants

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will be connected to the CES within 30 days of program enrollment. Connected to the CES at minimum includes a program enrollment; however, the goal is to get program participants in the community queue as fast as possible.

d. Of the Participants enrolled in the Program, at minimum 25% will exit to a permanent housing destination.

e. At minimum, 15% of Participants will have a higher income than at program entry due to employment and or mainstream benefits.

f. Program must maintain a bed occupancy/utilization of 90% of higher through the term of the Contract.

g. On an annual basis, at minimum, the Program must solicit participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.

2. County in coordination with Contractor will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring visits may include, but are not limited to:

a. Review of Participant file documentation

b. Review of eligible activity and cost requirements established by federal and/or state program guidelines

c. Review of policies and procedures and consistent adherence to Program practices

d. HMIS data entry completion

e. Interviews with Program staff

f. Compliance with the Standards of Care

3. County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

4. County shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.

E. REPORTING REQUIREMENTS

1. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data

2. Contractor is required to submit reporting at regular intervals to County that details progress towards meeting contracted performance measures.

3. Contractor shall submit additional reports as reasonably requested by County and may include the

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following metrics:

a. Total number of eligible households that receive assistance;

b. Composition of the households – demographics, size and type;

c. Number of unduplicated Participants served;

d. Caseload movement;

e. Financial assistance expenditures;

f. Length of assistance;

g. Number of Participants exits and exit types;

h. CES status – total number referrals received from the CES program and related status;

i. Individualized Housing and Service Plan status – total number of plans established with Participants and related progress towards completion; and

j. Income increases for Participants.

F. FILE MAINTENANCE AND DOCUMENTATION

1. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.

2. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.

3. Records providing a full description of each activity undertaken.

4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.

7. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

VI. STAFFING

A. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated to subcontractors, Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this Program;

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2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting;
4. Maintain appropriate staffing levels;
5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
6. Effectively communicate and monitor the Program for its success;
7. Maintain communication between the Contract key staff and program administrators; and,
8. Act quickly to identify and solve problems.

B. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintain of such efforts which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.

C. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

Admin	FTEs
Finance Clerk	1.00
HR Assistant	0.40
Subtotal Admin FTEs	**1.40**
Program	
Case Manager	2.00
Recovery Navigator	0.20
Administrative Assistant	1.00
Client Ambassador	6.75
Operations Lead	1.00
Assistant Operations Lead	1.00
Intake Coordinator	1.00
DOT Driver	0.60
Program Lead	1.00
Program Supervisor	1.00
Security Worker	3.63
Subtotal Program FTEs	**19.18**
Total FTEs	**20.58**

D. Contractor shall maintain personnel files for each staff member, including the Executive Director and

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other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

E. Contractor and County may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment A to the Contract.

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EXHIBIT I – HOMELESS SERVICES SYSTEM PILLARS ATTESTATION

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Commission to End Homelessness
Homeless Service System Pillars Attestation

Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter, and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf
- Summary Document - https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf

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Commission to End Homelessness
Homeless Service System Pillars Attestation

Providers shall Complete, Sign, and Submit with Contract Renewal:

Please select which of the Homeless Service System Pillar(s) that applies to the services being contracted:

- [ ] **PREVENTION**
- [ ] **OUTREACH & SUPPORTIVE SERVICES**
- [x] **SHELTER**
- [ ] **HOUSING**

Please provide a brief description to outline how your contract renewal meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this form.

Please see response on attached pages.

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Commission to End Homelessness
Homeless Service System Pillars Attestation

1. Provider recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

   Initial DH

2. Provider acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

   Initial DH

3. Provider acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

   Initial DH

4. Provider recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

   Initial DH

5. Provider attests the contract renewal submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. Provider also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

DH 12/05/25

(Signature Required) **(Date)**

Divisional Secretary for Business

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The Salvation Army is committed to providing safe, trauma-informed, and outcome-driven shelter services that promote dignity, stability, and pathways to permanent housing for individuals experiencing homelessness.

1. Commitment to Safety, Dignity, and Low-Barrier Access

   The Salvation Army affirms its dedication to operating a 24/7 shelter that is safe, welcoming, and inclusive. The program ensures low-barrier access for adults while maintaining robust safety protocols, non-discrimination standards, and high standards of cleanliness and maintenance. Every guest is received with compassion and respect, embodying the Trauma-Informed Care and Strengths-Based approaches central to our service model. These frameworks guide all interactions, fostering an environment where residents feel secure, valued, and motivated to pursue self-sufficiency.

2. Trauma-Informed, Person-Centered Services

   The Salvation Army aligns its shelter operations with evidence-based practices that view homelessness as a complex, individualized experience requiring coordinated and compassionate care. Each guest completes a person-centered assessment and service plan within 72 hours of entry, focusing on housing, health, employment, and recovery goals. Case managers provide individualized follow-up, de-escalation support, and linkages to essential services. This approach reduces barriers to stability, enhances system flow, and supports long-term housing retention in alignment with the County's Shelter Pillar framework.

3. Professional Staffing and Continuous Training

   The Shelter Pillar emphasizes safety, competency, and professional development—all of which are integral to this renewal. The facility is led by a Site Supervisor and supported by case managers, ambassadors, and facilities personnel trained in the best practices of homeless services, crisis intervention, and trauma care. All staff receive annual training in de-escalation, CPR, and "Protecting the Mission." Regular supervision, safety committee reviews, and quarterly professional development ensure consistency and adherence to the Orange County Standards of Care and Management Plan.

4. System Integration and Collaborative Partnerships

   The Salvation Army's active collaboration within the Continuum of Care (CoC) and Coordinated Entry System (CES) promotes a seamless connection between shelter services and long-term housing solutions. As an established CES access point, the shelter contributes to data accuracy, coordinated referrals, and equitable access to housing opportunities. Partnerships with organizations such as Families Together, Behavioral Health OC, and CalAIM housing teams strengthen wraparound services for residents.

5. Outcome-Driven and Data-Informed Services

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The Salvation Army maintains a results-based framework that supports the Shelter Pillar's guiding principle of creating system flow from crisis to stability. Measurable outcomes include reduced average length of stay, increased permanent housing placements, higher employment engagement, and improved wellness among residents. Quality improvement is driven by HMIS data, staff feedback, and resident surveys to ensure responsiveness and accountability.

The Salvation Army continues to deliver compassionate, professional, and collaborative shelter services that align with the County's best practices under the Shelter Pillar. The Placentia Navigation Center not only provides immediate safety and stability but also serves as a foundation for lasting independence—transforming temporary shelter into a bridge toward permanent housing, restored dignity, and renewed hope.

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COUNTY OF ORANGE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____

Application or Solicitation Title: _____

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

Yes ____ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- o The Applicant Yes___ No ___
- o Subcontractor Yes___ No ___
- o The Applicant's agent/ or lobbyist Yes___ No ___

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

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

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

12/05/25
Date

Signature of Applicant

The Salvation Army, a California Corporation
Print Firm Name, if applicable

Doug Hanson, Captain
Print Name of Applicant

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ORANGE COUNTY BOARD OF SUPERVISORS
AND COUNTY AGENCY OFFICERS

Board of Supervisors

Janet Nguyen, First District

Vicente Sarmiento, Second District

Donald P. Wagner, Third District

Doug Chaffee, Fourth District

Katrina Foley, Fifth District

County Agency Officers

Claude Parrish, Assessor

Andrew Hamilton, Auditor-Controller

Hugh Nguyen, Clerk-Recorder

Todd Spitzer, District Attorney-Public Administrator

Don Barnes, Sheriff-Coroner

Shari L. Freidenrich, Treasurer-Tax Collector

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Amendment No. 3 to
Contract MA-017-23010185
Between
County Of Orange
And
Mercy House Living Centers
For
Emergency Shelter Operations and Services for Individuals in the North Services Planning Area

This Amendment to Contract MA-017-23010185 for Emergency Shelter Operations and Services for Individuals in the North Services Planning Area is made and entered into upon execution of all necessary signatures between Mercy House Living Centers, a California nonprofit corporation ("Contractor"), and the County of Orange, a political subdivision of the State of California ("County"). Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor and County, executed Contract MA-017-23010185 for Emergency Shelter Operations and Services for Individuals in the North Services Planning Area, effective October 15, 2022, through June 30, 2024, in an amount not to exceed $300,000 (Contract); and

WHEREAS, the Parties executed Amendment No. 1 to renew the Contract for one additional year in the amount of $150,000, for a new Contract not to exceed amount of $450,000, effective July 1, 2024, through June 30, 2025, amend the Table of Contents, amend the Referenced Contract Provisions, add Federal Contract Provisions, amend the Terms and Conditions of the Contract, amend Attachment A to replace Section II. "Budget" Table, revise Section III. "Payments", revise Section V. "Services", replace Section VI. "Staffing" Table, and add Attachment B and Exhibit 1 to the Contract; and

WHEREAS, the Parties executed Amendment No. 2 to renew the Contract for two additional years in an amount not to exceed $300,000, for a new total Contract amount not to exceed $750,000, effective July 1, 2025, through June 30, 2027, amend the Table of Contents, amend the Referenced Contract Provisions, amend the Federal Contract Provisions, amend the Terms and Conditions, amend Attachment A to replace Section II. "Budget" Table, amend Section IV. "Reports", amend Section V. "Services", amend Section VI. "Staffing" Table, and delete and replace Exhibit 1 to the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to increase the Contract in an amount not to exceed $1,469,318, for a new total Contract amount not to exceed $2,219,318, effective December 16, 2025, through June 30, 2027, amend Referenced Contract Provisions, amend Attachment A Section II. "Budget" Table and amend "Section VI. "Staffing" Table;

NOW THEREFORE, the Parties agree as follows:

1. Referenced Contract Provisions is deleted in its entirety and replaced with the following:

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"REFERENCED CONTRACT PROVISIONS

Term: October 15, 2022, through June 30, 2027
Period One: October 15, 2022, through June 30, 2023
Period Two: July 1, 2023, through June 30, 2024
Period Three: July 1, 2024, through June 30, 2025
Period Four: July 1, 2025, through June 30, 2026
Period Five: July 1, 2026, through June 30, 2027

Maximum Obligation: $2,219,318

Basis for Reimbursement: Actual Costs

Payment Method: Arrears

Contractor's DUNS Number: 87-979-7165

Contractor s UEI Number: DVJ5XQ7BMQ88

Contractor's Tax ID Number: 33-0315864

Notices the County and Contractor:

County: County of Orange/CEO
County Procurement Office
400 W Civic Center Dr., 5th Floor
Santa Ana, CA 92701
CEOcarecoordination@ocgov.com

Contractor: Mercy House Living Centers
P.O. Box 1905
Santa Ana, CA 92702
Attn: Patti Long
pattil@mercyhouse.net"

2. Attachment A, Section II. "Budget", Subparagraph A of the Contract is deleted in its entirety and replaced with the following:

"**II. BUDGET**

A. County shall pay Contractor in accordance with the Payments Paragraph of this Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator and Contractor.

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CONTRACT PERIOD	Period 1: October 15, 2022, to June 30, 2023	Period 2: July 1, 2023, to June 30, 2024	Period 3: July 1, 2024, to June 30, 2025	Period 4: July 1, 2025, to June 30, 2026	Period 5: July 1, 2026, to June 30, 2027
ADMINISTRATION COSTS					
Services & Supplies	$150,000	$150,000	$0	$0	$0
Indirect Costs	$0	$0	$0	$133,574	$0
SUBTOTAL ADMIN. COSTS	**$150,000**	**$150,000**	**$0**	**$133,574**	**$0**
PROGRAM COSTS					
Services & Supplies	$0	$0	$150,000	$500,525	$150,000
Salaries	$0	$0	$0	$781,920	$0
Benefits	$0	$0	$0	$203,299	$0
SUBTOTAL PROGRAM COSTS	**$0**	**$0**	**$150,000**	**$1,485,744**	**$150,000**
TOTAL MAXIMUM OBLIGATION	**$150,000**	**$150,000**	**$150,000**	**$1,619,318**	**$150,000**
MAXIMUM OBLIGATION: $2,219,318					

3. Attachment A, Section VI. "Staffing", Subparagraph C, Staffing Table is deleted in its entirety and replaced with the following:

CONTRACT PERIOD	Period 1: October 15, 2022, to June 30, 2023	Period 2: July 1, 2023, to June 30, 2024	Period 3: July 1, 2024, to June 30, 2025	Period 4: July 1, 2025, to June 30, 2026	Period 5: July 1, 2026, to June 30, 2027
Admin	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**
	0.00	0.00	0.00	0.00	0.00
Subtotal Admin FTEs	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Program	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**
Program Manager	0.00	0.00	0.00	1.00	0.00
Senior Site Lead	0.00	0.00	0.00	1.00	0.00
Site Lead	0.00	0.00	0.00	2.00	0.00
Shelter Specialist	0.00	0.00	0.00	8.70	0.00
Safety Specialist	0.00	0.00	0.00	4.20	0.00
Overnight Specialist	0.00	0.00	0.00	3.40	0.00
Driver Supervisors	0.00	0.00	0.00	1.00	0.00
Driver	0.00	0.00	0.00	5.60	0.00
Data Supervisor	0.00	0.00	0.00	0.15	0.00
Data and Reservation Specialist	0.00	0.00	0.00	1.00	0.00
Subtotal Program FTEs	**0.00**	**0.00**	**0.00**	**28.05**	**0.00**
Total FTEs	**0.00**	**0.00**	**0.00**	**28.05**	**0.00**

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4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Mercy House Living Centers, a California Non-Profit Corporation

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
DocuSigned by: Patti Long 2250C27D19FA444...	Patti Long	Deputy Chief Executive Officer	12/1/2025

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
Signed by: CHRISTOPHER ANDERSON 1C7F36B7FBD6450...	CHRISTOPHER ANDERSON	**Deputy**	12/1/2025

County of Orange
Standards of Care
for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

The County of Orange (County) has adopted the following Standards of Care for Emergency Shelter Providers (Shelter Providers) for Homeless Services.

The Standards of Care establish minimum standard requirements designed to promote an environment that is conducive under the following governing principles:

- Shelter Providers are trained, competent and equipped to support the complex needs presented by those experiencing homelessness within Orange County (OC).
- Participants are empowered to freely enter into a voluntary service partnership whereby their right to be treated with dignity and respect is mutually shared with support services staff.
- Facilities are maintained as accessible, clean, safe, secure and vector-free.
- Shelter Providers and participants have established processes to identify and resolve any concerns or conflicts that may arise during the administration and operation of the program.
- Shelter Providers actively work to engage participants in a person-centered approach and support the development of individualized participant housing plans.

The County will provide oversight of Shelter Providers that directly contract with the County with the goal of promoting quality assurance practices for their operations and remediation protocols in order to allow participants a meaningful opportunity to exercise their rights to due process for redress of their concerns. To that effect, these Shelter Providers must develop policies and procedures to ensure the Standards of Care is implemented consistently, and must submit the policies and procedures to County for review and approval. County's review and approval will be in deference to and in conjunction with the requirements of all applicable funding sources and all state and federal guidelines including Housing and Urban Development (HUD) and the Centers for Disease Control and Prevention (CDC).

All city-only and private emergency shelter providers serving homeless individuals that receive funding distributed through the County, directly or indirectly, will be provided with the Standards of Care and must adopt and implement the minimum standards set forth in this document.

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

Shelter Providers must develop policies and procedures for participant referral and admission. Admission policies and procedures must be clear, written and verbally explained to participants and referring entities at time of referral to ensure appropriate linkage prior to arrival at shelter.

Admission policies and procedures must at a minimum, provide information on admission parameters including referral process, eligibility, shelter program services, participant guidelines, the reasonable accommodation process, and reasons for admission denial.

Shelter Providers must ensure information is given to participants both verbally and in writing and in a manner which is preferred by participant, considering disability and limited English proficiency. For individuals with communication disabilities, including people who are deaf and/or blind and people who have speech disabilities, Shelter Providers must provide auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) when needed to communicate effectively with people who have communication disabilities. For participants with limited English proficiency, shelter providers must provide interpretation services. Interpretation may be provided by a family or friend if chosen by the participant. Shelter Providers must provide outside interpretation if the participant states that they are not comfortable having their family or friend interpret.

Shelter Providers at admission must assess, with input from the participant, the appropriateness of the shelter environment for referred participants to ensure that basic individualized needs of the participant can be met by the facility, shelter staff and programming.

Shelter Providers at admission must assess, with input from the participant, for diversion and prevention opportunities by evaluating participant's strengths and social support networks such as temporary and/or permanent housing options with family and friends. If it is determined that an individual may qualify for a medical or mental health placement with a higher level of care, the Shelter Provider shall request that evaluation from Orange County Health Care Agency (HCA) within 1 business day of the determination. HCA will facilitate that assessment at the shelter site within 5 business days, and will provide same day evaluation in exigent circumstances.

Shelter Providers must document within Homeless Management Information System (HMIS) any new bed placements or exits within 24 hours.

Denial of Admission

Denial to shelter is at the discretion of Shelter Providers, however, any denial must clearly explain to participant and referring entity denial of admission to the shelter. If a denial is issued, shelter must issue a written notice with a Notice of Denial (NOD), reason for denial, and procedures for third-party appeal.

Reasons for denial may include any of the following:

- Referred participant does not meet basic admission eligibility criteria – status related to homelessness, domestic violence, veteran, etc. Shelters that have designated beds based on funding sources may have additional eligibility criteria.

- Observed behavior that puts health and safety of staff and participants at risk. Such behavior may include, but is not limited to, violence, brandishing weapons, use of drugs or alcohol on premises, property damage.
- Any additional site specific contractual criteria.

1.2.2. Intake and Orientation

Shelter Providers during intake must provide newly admitted participants with information both verbally and in writing, detailing participant guidelines, shelter programming and resources, and facility-based information. Shelters must also assess, with participant, for any reasonable accommodations needed during the intake process. Shelter Providers should be sensitive to participant's background and that it may create transference during the intake process. Intake staff must be trained to spot signs that a participant may be experiencing discomfort and if needed, respond by asking another staff to conduct the intake. Shelter Providers' interaction with participants must at all times take into account that many participants have experienced past trauma. It is important that Shelter Providers' intakes are designed and conducted in a trauma-informed-care-way.

Shelter Providers must provide an intake and orientation for referred participants within 3 business days of arrival absent exigent circumstances requiring additional time.

Shelter Providers during intake must obtain a referred participant's signature of acknowledgement that the shelter has provided to referred participant intake and orientation. Participant's signature is not a requirement for provision of shelter service, and intake paperwork must have a section documenting participant's refusal or inability to sign.

1.2.3. Participant's Rights and Responsibilities

Participant's rights and responsibilities must be provided to participants upon intake and orientation evidenced by participant's signature of acknowledgement or document of participant's refusal or inability to sign. Participant's rights and responsibilities must also be posted in common areas of the shelter.

At a minimum, participant's rights must include:

- Participants have the right to be treated with dignity and respect;
- Participants have the right to be treated with cultural responsiveness;
- Participants have the right to privacy within the constrictions of the shelter environment;
- Participants have the right to self-determination in identifying and setting goals;
- Participants should be clearly informed, in understandable language, about the purpose of the services being delivered, including participants who are not literate and/or who have limited English proficiency;
- Participants have a right to reasonable accommodation and modifications based on a disability or limited English proficiency;
- Services should be provided to participants only in the context of a professional relationship based on valid, informed consent;
- Participants have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure, unless disclosure is required by law; and

- Participants have the right to reasonable access to records concerning their involvement in the program.

Participant's responsibilities will include:

- Participants are expected to support an environment that promotes safety, toward staff and other participants;
- Participants are expected to follow participant guidelines reviewed at intake;
- Participants are expected to participate and be active in their care, to the degree possible, in developing and achieving mutually agreed upon service plan goals;
- Participants must provide, to the extent possible, accurate information needed by professional staff providing services to ensure thorough assessment, service planning, appropriate linkages and referrals; and
- Participants are expected to maintain confidentiality and privacy of others, just as theirs must be maintained.

1.2.4. Equal Access and Gender Identity

Shelter Providers must have policies and procedures that provide equal access to transgender, intersex, gender fluid, and non-binary participants in accordance with their gender identity.

Shelter Providers must not request or require any form of proof of gender to validate eligibility, and are not to require that a person's gender match the sex listed on legal documentation.

The policies and procedures must incorporate all of the following practices:

- Participants must be assigned a bed at the shelter that serves the gender with which they identify or feel safest, which may include accommodating participant requests to relocate within the shelter. Accommodations to support safety for gender identity is the responsibility of the shelter staff. Accommodations must be developed mutually and determined by the participant.
- Participants must have access to bathrooms where they feel safest, regardless of biological or physical characteristics, or legally documented sex.
- Participant families are to receive services regardless of the gender identities within the family.
- Participants must be able to dictate the gender identity utilized in HMIS and data collection.
- Participants may dictate their preferred name for use in HMIS as HMIS does not require use of legal name.

1.2.5. Non-Discrimination

Shelter Providers must have a non-discrimination policy in compliance with federal and state laws. Non-discrimination policy must ensure that Shelter Providers' programs and services do not discriminate based on the grounds of race, creed, color, sex, gender, gender identity, gender expression, sexual orientation, religion, ancestry, age, disability (including physical and mental disabilities), medical condition, genetic information, marital status, familial status, political affiliation, national origin, source of income, citizenship, primary language, immigration status, arbitrary characteristics as protected by the Unruh Civil Rights Act, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes.

Shelter Providers must have public postings of the shelter's non-discrimination policy at the facility where they operate the shelter program.

1.2.6. Reasonable Accommodations

Shelter Providers must have policies and procedures on reasonable accommodations, including reasonable modifications to premises, in compliance with federal and state law. Shelter Providers must make reasonable accommodations and modifications in their programs, facilities, activities and services when necessary, to ensure equal access to participants with disabilities, unless a fundamental alteration in the nature of their program, activities or services would result from the accommodation. Shelter Providers must track all reasonable accommodations requests and outcomes including the reasons for approval or denial. All shelters must offer appeals based on a denial and will track appeal outcomes and make them available if requested.

Shelter Providers must have public postings of their shelter's reasonable accommodation and modification policy. The postings must include contact information including the contact information for the Shelter's Americans with Disabilities Act (ADA) Coordinator.

Shelter Providers must receive and attend an annual training covering general accessibility provided by the County to ensure requirements under federal and state law (including but not limited to: the ADA Title II and Title III, Section 504, FHA, FEHA, Gov. Code Section 11135, Unruh Act, and California Disabled Persons Act) are addressed. Shelter Providers must also provide an annual training for staff relating to programmatic and facility based compliance with federal and state law requirements.

Shelter Providers must complete a Self-Evaluation Plan every 2 years to ensure that their shelters and all programs, services and activities therein are accessible for participants.

1.2.7. Service Animals and Support Animals

Shelter Providers must have policies and procedures regarding access for participants with service animals and support animals, as well as pets.

Shelter Providers must admit participants and his/her/their service animal or support animal regardless of what documentation is present at the time of admission. Service Animals do not need to have any certification or documentation. Providers should support participant in acquiring any registration, licensing and vaccinations as needed.

Shelter Providers must not ask what disability a participant with a service animal may have to establish the need for the service animal. Shelter staff are only allowed to ask if the service animal supports a disability, and what function the service animal executes.

Support animals are protected under the California Fair Employment and Housing Act. Support animals provide therapeutic support to the participant to support day-to-day functioning, and participants must be allowed to have support animals as a reasonable accommodation. If necessary, shelters should support participants with obtaining information from a reliable third party who is in a position to know about the individual's disability or disability-related need for the support animal, or in obtaining necessary vaccinations.

The supervision of the service animals and support animals is the responsibility of the participant. The animal must be under the participant's control at all times and not pose a safety risk to other participants within the program. Shelter Providers may exit a participant without the assistance of his/her/their animal in the event the participant is unable to control his/her/their service animal or support animal, or the service animal or support animal becomes a safety risk or sanitary concern for the shelter, shelter's operations, participant, or other participants. However, Shelter Providers must determine whether a reasonable accommodation would resolve the event from happening in the future or resolve any ongoing event and offer alternatives to exit including the option to board the animal temporarily.

1.2.8. Communication Accessibility

Language Accessibility: Shelter Providers must have a Language Access Plan and accompanying guidance to ensure that participants with limited English proficiency can receive services in their desired language. Shelter Providers must provide training for all shelter staff on how to support limited English proficiency services.

Disability Communication Accessibility: Shelter Providers must have a Disability Communication Access Plan for participants with disabilities including people who are deaf and/or blind and people who have speech disabilities, to ensure access and effective communication when needed, by providing auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) or other accommodations. Shelter Providers must provide training for all shelter staff on how to support and access various interpretation services, as well as auxiliary aids and services.

Language Access Plan must be provided to participants at intake and provide information on the following:

- How to request services for language access.
- The contact information for the Shelter ADA Coordinator.
- How to request language access for effective communication.
- How to request auxiliary aids and other disability communication access accommodations.
- Procedures for requesting a reasonable accommodation based on disability.

1.2.9. Participant Feedback

Shelter Providers must establish a participant feedback policy and develop a feedback process that provides for ongoing opportunities for participants to voice opinions and provide feedback confidentially to the person in charge of the shelter operations on program operations and programming, including participant guidelines. Methods for receiving participant feedback can include exit interviews, surveys, focus groups and program meetings.

Shelter Providers must solicit participant feedback annually and utilize the feedback to assess program operation changes to better support and meet the needs of the participants. A report must be created which summarizes feedback and any changes being implemented based on feedback.

1.2.10. Incident Reporting

Shelter Providers must develop policies and procedures for the tracking and reporting of incidents involving:

- Abuse, suspected abuse, and reportable abuse including Adult Protective Services or Child Protective Services;
- Acts of violence or sexual misconduct;
- Death of participant and/or shelter staff;
- Emergency situations that prompt evacuation; and
- Substantial damage to the facility, or the discovery of hazardous material on shelter's premises.

Shelter Providers must report incidents to County within 24 hours of the incident occurring. The notification to the County should occur even if there is partial information at the required time of submission.

Shelter Providers must utilize the County Template (Attachment 1) when reporting incident reports and submit them to:

Email: OCShelterFeedback@ochca.com

Address: 601 N. Ross Street, 5 floor, Santa Ana, CA 92701

1.2.11. Grievances

Shelter Providers must have policies and procedures for participants to submit their grievances. Shelter Providers must incorporate the County Template (Attachment 2) when creating grievance forms and related documents. The grievance policies and procedures are aimed for Shelter Providers to resolve participants' concerns as efficiently as possible.

Note: Orange County Health Care Agency, Behavioral Health Services programs and services are not subject to the grievance policies and procedures set forth in this Section 1.2.10. Behavioral Health Services programs and services have different formalized grievance and due process procedures which are prescribed by those funding sources and are considered independent of the minimum standards set forth in this Section 1.2.10.

To promote knowledge and understanding of the grievance policies and procedures, Shelter Providers must ensure the following:

- Review of grievance policy and procedures with participants during intake and orientation evidenced by participant signature of acknowledgement, or documentation of a participant's inability or refusal to sign.
- Copies of the grievance policies and procedures must be prominently posted in common areas, and must be readily available for participants upon request. Postings must include the following:
  - Where to obtain the grievance policies and procedures.
  - Information and procedures for participants on how to notify shelter staff of a grievance, including access to the associated forms and how to submit.
  - Timeframe and initial communication expectations participants can expect from shelter staff once grievance has been submitted. Absent a danger to health and safety, no action including exit shall be taken against the participant while the grievance or appeal is pending.
- Shelter Providers must provide information upon intake, and by request, how participants can contact the County Homeless Services Division.
- Annual training component for applicable shelter staff and subcontractors.

- Designate a management staff to oversee the administration of grievances, including an alternative staff to ensure participant access to grievances at any point in time.

The grievance policies and procedures shall include, but are not limited to, the following:

- Shelter Providers must ensure participant confidentiality.
- Shelter Providers must ensure an organized system of grievance documentation.
- Shelter Providers must provide opportunity for participants to present their grievance case before a neutral decision-maker (a supervisor or manager who was not directly involved in the incident or situation of the grievance).
- Accommodation of third-party advocates in the grievance process, if requested by the participant. Participant must give their permission for an advocate to be present evidenced by a signed release of information.
- Shelter Providers must work to create face-to-face meetings to support the resolution of a participant's grievance.
- Shelter Providers must ensure participants receive a written determination for the submitted grievance after the grievance process has concluded.
- Shelter Providers must have a procedure for an appeal review process for participants looking to dispute their written determination. The final determination should contain a clear statement of the outcomes that led to the decision of the appeal.
- Shelter Providers must provide any documentation related to the grievance to the participant upon request.
- Shelter Providers' policies and procedures must include information directing clients to the County Grievance Appeal Process.

The grievance policies and procedures must incorporate the following process and timeframes associated to respond promptly to participant's grievance:

- Shelter Providers' confirmation of grievance receipt not to exceed 3 business days, during which the Shelter Providers will acknowledge and review the grievance being received. A timeline to resolve the grievance should not exceed 10 business days, during which the participant will receive a written determination about the grievance that includes the factors that led to the final determination.
- The appeal process must afford participants an opportunity to present written and/or oral objections before a management/director staff member other than the staff person who made the prior grievance determination. Shelter Providers must provide a written determination for participant appeals within 10 business days.
- Absent an immediate health and safety risk to other participants or staff, the participant must be permitted to remain in the shelter during the appeal.

County Grievance Appeal Process

The County Grievance Appeal Process is designed to review participant grievances that have completed the Shelter Providers' grievance process, including having gone through the Shelter Providers' appeal process (Attachment 3). The County Grievance Appeal Process (Attachment 4) reviews the administrative and operational compliance of Shelter Providers' grievance policy and procedure in addition to compliance to the Standards of Care.

Dispute Resolution Services

Dispute Resolution Services may be requested by the participant once the Shelter Providers' grievance process and the County Grievance Appeal Process have been completed and the outcome is not a satisfactory resolution for the Participant.

Shelter Providers' policies and procedures must include information on how to obtain dispute resolution services from the court. This may include notifying the chambers of Judge David O. Carter via email at DOCchambers@cacd.uscourts.gov or contacting the Elder Law and Disability Rights Center at (714) 617-5353 or info@eldrcenter.org. Any hearings by the court must be conducted during regular business hours whenever feasible.

1.2.12. Program Exits

Shelter Providers must provide the policy for program exits upon intake evidenced by a participant's signature of acknowledgement, or documentation of participant's refusal or inability to sign.

Policies and procedures developed regarding participant guideline violations must include an escalation continuum incorporating warnings and staff/participant problem solving methods prior to instituting shelter exits.

Shelter Providers must have policies and procedures for assessing, problem solving, and instituting participant exits from shelter.

Shelter Providers must ensure all escalation processes, including those resulting in shelter exits, are documented. Shelter Providers must allow for participants to appeal their termination via the established process in Section 1.2.10 Grievances. Participant exits may include the following reasons, however, Shelter Providers are encouraged to work towards behavioral contract agreements prior to exit:

- In possession or use of drugs on-site.
- Brandishing of weapons.
- Physical fighting/assault/battery.
- Theft that has been validated by shelter staff.

Shelter Providers must provide the reasons for a participant exit in writing. If the exit is immediate based on behavioral issues that create an immediate threat to the surrounding environment, notice in writing must be provided upon request within 24 hours.

Shelter Providers should work towards notifying participants of an exit ahead of time. Absent an immediate threat to health and safety, providers must facilitate the connection to another program. The length of time of exit should correlate with the actual recent behavior which is the reason for the exit, as opposed to the number of times the participant has exhibited the same or similar behavior.

Shelter Providers must work with participants to create an exit plan when possible. Exit plans must identify progress towards goals and resources that will assist the participant going forward with any housing needs. Exit plans should be reviewed with participants when possible.

Shelter Providers must have a policy for reinstatement for participants that have been exited from the shelter. If a participant is being exited to any location other than permanent housing, communication must be provided around the amount of time and/or process for returning. Practices around the length of time

before a participant can return should be commensurate to the severity of the behavior, and must not be progressive in length of time for repeat exits due to the same behavior. Shelter Providers are encouraged to have reinstatement policies that focus on conversations regarding behavior and mutual agreements to reduce the length of time before a participant can return.

If a participant self-exits for any reason other than to avoid an exit or write-up due to behavior, they are eligible to return based on bed availability with no wait period. If there are negative circumstances associated with their self-exit, the Shelter Provider should follow their established process and wait times for re-entry. Self-exit is inclusive of when a participant leaves the program without informing the Shelter Provider of their intent to exit from the program.

1.2.13. Hours of Operation and Curfew

Shelter Providers must notify participants of shelter hours of operation and any curfews. Shelter Providers must support reasonable accommodations for participants with disabilities, and provide accommodations to support employed participants and/or extenuating circumstances.

1.2.14. Coordinated Entry System Integration

Shelter Providers must participate in the Orange County homeless services system of care, including the Orange County Coordinated Entry System (CES). The emergency shelter system serves as a key Access Point to the Coordinated Entry System to facilitate program participants' connection to available housing resources and programs.

Shelter Providers must coordinate with public benefits, employment services and Housing Navigators that will assist program participants in exploring all available employment, income and housing options, collecting required documentation and completing necessary assessments as required by the Coordinated Entry System.

1.2.15. Food Services

Shelter Providers must provide three meals per day to each program participant: breakfast, lunch and a hot dinner, or meals on another schedule as defined by the funder contract. Shelter Providers may cater meals in and/or make arrangements to ensure food service compliance. Shelter Providers must ensure meals can accommodate clients who have special dietary needs due to a documented medical condition, or due to religious beliefs.

Meal schedules must be covered during intake and orientation with participants. Meal schedules must be updated weekly and posted in common areas for participants' access.

Meals must be served in an area specifically designated for meal consumption where adequate space for seated dining is available for each participant, including those with mobility devices.

Meals must be nutritionally adequate in accordance with United States Department of Agriculture.

Meal preparation and distribution will be in compliance with OC Health Care Agency Safe Food Handling Requirements.

1.2.16. Medication Storage

Shelter Providers must develop and implement a policy regarding participant medication storage. The policy shall address medication storage, documentation, refrigeration, and shall include a secure and locked location for medication storage such as a medication cabinet, locker or drawer.

The Shelter Provider may not administer or dispense medication (provide dosage or ensure medication schedule adherence) for participants and may not require participants to turn over their medication.

1.2.17. Storage and Personal Belongings

Shelter Providers must have a participant storage policy to be provided to participants upon intake. At a minimum, shelter operators must allow for at least 90 days after a participant's exit to gather her/his/their personal belongings or facilitate relocating those belonging to participant sooner.

Shelter Providers must maintain a log of personal belongings that are discarded. The log will at minimum include the name of the participant, the date when belongings were discarded and the staff member who updated the log.

Shelter Providers will allow for individuals to regularly access their storage and personal belongings, and not restrict volume of belongings that would exclude essential items and disability related items.

1.2.18. Safety and Emergency Preparedness

Shelter Providers must develop written policies and procedures for emergency situations with relation to staff and participant safety and security.

Policies and Procedures must include the following:

- Emergency preparedness drills;
- Emergency evacuations;
- Assisting participants with evacuations, including persons with disabilities and/or limited mobility;
- Stockpiling of appropriate quantities of water and food rations;
- Accounting for all individuals accessing the facility (including participants, shelter operator staff, supportive service partners and volunteers) for all entry and exits that include sign-in/out information;
- At least 1 staff member per shift that has been trained in emergency response and has an up-to-date certification for CPR (cardiopulmonary resuscitation) and emergency first aid procedures;
- Staff and participant first aid kits on-site for non-emergency first aid;[1]
- Crisis Intervention for emergency situations requiring staff to access emergency services such as 911 calls, police reports, or for performing other non-violent interventions; and
- Critical incident documentation and reporting.

Shelter Providers procuring security must provide training to the security staff on agency safety protocols, and policies and procedures for escalations requiring security intervention.

[1] For list of minimally acceptable number and type of first-aid supplies, please follow this link: https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.266AppA.

1.2.19. Communicable Diseases

Shelter Providers must develop written policies and procedures that address universal precautions, tuberculosis control, disease prevention, epidemic response, and biohazard practices, which are in compliance with Health Care Agency guidelines.

Shelter Providers must comply with universal precautions, proper sharps disposal, provide personal protective equipment (PPE) and provide training to staff. Shelter providers must ensure that shelter services, bed location, and common space comply with minimum standards for health and safety as provided by the CDC, California Department of Public Health, and the OC Health Care Agency.

2. Supportive Services

2.1. Case Management Access

Shelter Providers are required to have case management available to participants on site.

Participation within case management is voluntary to program participants, however all participants must be offered case management and must be engaged on an ongoing basis to encourage participation. Shelter Providers should recognize that it may take multiple contacts before a participant is ready to engage.

Shelter Providers must ensure case management services are participant-centered to individual needs. Programs must provide space for the provision of case management that works to create as much privacy and confidentiality as possible.

2.2. Assessments

Shelter Providers must provide a standard assessment which includes an evaluation of the participant's service needs, including information about past and current service needs. Assessments must provide opportunity to identify any barriers or issues that may impact the participant's ability to successfully engage in services, including barriers arising from trauma and/or disabilities. Assessments must also be designed to identify additional supports and resources that participants should be referred/aligned with.

Shelter Providers must work with the Health Care Agency to inform participants of the availability of additional clinical assessments/screenings. Providers may also request additional screenings by the behavioral health team, or by the Comprehensive Health Assessment Team-Homeless (CHAT-H) Public Health Nurse team to screen for increased care supports and resources. Programs must allow the County to post notice in each facility informing participants of these available additional assessments.

2.3. Housing Plans

Shelter Providers must work with participants to create a housing plan within 30-days of admission to the shelter. Plans should focus on finding permanent housing for each participant and the staff and programs that will be supporting them in their goals. If a participant is unable or refuses to complete a housing plan, that must be documented.

Housing plans must identify the participant's needs, goals, actions to be taken, and progress towards goals. The housing plan must be focused on working with participants to have a positive shelter stay that is as

short as possible. The housing plan must be updated as the participant's needs and/or goals shift, and as progress is completed towards their goals.

Program staff must continue to engage participants who do not progress towards their housing goals. Engagement to participants not progressing must occur no less than once every two weeks, and must be documented.

2.4. Housing Focused Services

Shelter Providers are expected to engage participants in a wide range of service needs, including, but not limited to: employment/benefits, health, substance use, mental health, legal issues and transportation. Program staff should regularly engage participants on how these various other service areas are in support of their overall housing goal and allow these providers to meet with participants on the shelter site. Housing must be the primary focus of shelter staff.

2.5. Services, Referrals and Linkages

Case Management services should be available as needed for participants. Although services are voluntary within shelter programs, it is the responsibility of program staff to actively engage participants for case management services no less than once per month.

The purpose of the shelter system is to provide stable setting and supports that assist participants toward a permanent housing outcome. The responsibility of engagement is held with the Shelter Provider, and progress towards service/housing plan goals must be evaluated individually based on a participant's unique circumstances. Shelter Providers must operate in a participant-centered approach and work to engage participants that may be hesitant or resistant to actively participate in the services being offered.

If participants are not engaging in supportive services and are not able to express or demonstrate any progress towards service/housing goals, then shelter staff should engage with the participant in conversation around their needs and what changes could be reasonably made to assist the person with their needs. Engagement discussion should include all options that could benefit the participant including on-site services, alternative shelters or supportive services.

Programs must be able to meet a wide range of needs for participants and must maintain a network of resources that they are able to refer and link participants to. Shelter operators must either provide the following services or have linkages to:

- Identification and vital document support
- Enrollment in to mainstream benefits (TANF, SSI/SSDI, health insurance, VA health care, etc.)
- Health services (physical health, mental health and substance use)
- Employment and vocational services
- Legal assistance
- Childcare
- Life skills and coaching

When a referral is made to an outside resource or service, program staff must provide a warm hand-off/connection and a follow-up inquiry to ensure the linkage has been made. If linkage is unsuccessful, staff must support in finding other possible resource options.

2.6. Transportation

Shelter Provider must make reasonable efforts to address transportation needs for participants. Transportation needs can be met through direct transport, public transportation fare or through supporting participants with learning how to use and access public transportation.

Programs should be assisting participants who are eligible to access reduced public transportation fare.

Transportation provided by shelter operators must be ADA compliant and have the ability to support participants with mobility devices without staff physically providing the transfer.

3. Staff Training

Shelter Providers must establish a policy and procedure for onboarding new staff, including documentation of all trainings, and ensure regular updates to the annualized training completed by staff.

Shelter Providers must complete mandatory staff trainings regarding safety, compliance and quality services provisions to best address the complex needs of the homeless populations served.

All shelter and/or specialized staff must receive training upon hire or upon request by the County, city and/or funder to ensure competency within the following core areas:

A. Program Operational Standards

B. Effective Communication

C. Evidence-Based Practices

D. Facility, Health and Safety Practices

E. Anti-discrimination, Equity Practices

F. ADA Compliance

Shelter Providers must ensure all new employees and/or specialized staff complete the following mandatory trainings:

- Mandated Child/Elder Abuse Reporting
- Privacy and Confidentiality
- Due Process/Grievance Process
- ADA Compliance/Reasonable Accommodation
- Emergency Evacuation/Incident Management
- First Aid/Universal Precautions/CPR
- Domestic Violence & Safety Planning
- Cultural Humility
- Harassment
- Equal Access and Gender Identity
- Mental Health First Aid

- Trauma-Informed Care
- Harm Reduction
- Motivational Interviewing
- Problem Solving and Diversion Intervention
- Crisis Intervention and De-escalation Training
- Housing First Principles

Certificates and other documentation that verify training attendance must be maintained for each employee and documented in the contracted agency files.

Shelter Providers must be able to provide proof that appropriate staff have been trained in the legal requirements of being a mandated reporter, reporting any suspicion of abuse or neglect to relevant authorities as required by law.

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

- The shelter building is structurally sound to protect the participants from the elements and not pose any threat to the health and safety of the participants.
- Shelter Providers have site control demonstrated by either a fully executed lease, or proof of ownership.
- Shelter Provider can produce the most recent public health permit and fire department permit.

Interior air quality:

- Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of participants.

Water supply:

- The shelter's water supply is free of contamination and freely available for participants.

Thermal environment:

- The shelter has any necessary heating/cooling facilities in proper operating condition.

Illumination and electricity:

- The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.
- There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

Sanitary facilities:

- Each participant in the shelter has access to sanitary facilities, including sinks, showers, and toilets and accompanying items that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- Programs must establish a housekeeping and maintenance plan that ensures a safe, sanitary, clean and comfortable environment.
- All sites must have an inspection for rodents and insects by a certified pest control company, at least twice annually, and as needed. If an infestation is found, the Shelter Provider must fumigate and make appropriate reasonable accommodations for the participants.
- The shelter provides trash receptacles throughout the facility and ensures trash is taken out of the facility at regular intervals.

Food preparation:

- Food preparation areas, if any, contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.

Fire safety:

- There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.
- All public areas of the shelter have at least one working smoke detector.
- The fire alarm system is designed for hearing-impaired participants.
- There is a second means of exiting the building in the event of fire or other emergency.
- All fire extinguishers must be fully charged and labeled.
- Facilities must have an annual fire inspection conducted by the fire department.
- Fire drills must be conducted annually.
- Shelter Providers must keep a log of all inspections, approvals and fire drills.

Emergency:

- Emergency numbers and evacuation routes must be posted in all common areas in the facility in case of an emergency.
- Emergency exits are clear and operating.

4.2. ADA Facility Standards

Shelter Providers must have operating facility standards and policies to ensure that facilities, inside and out, have been assessed for inaccessible facility-based areas and reasonable accommodations and physical modifications have been identified and developed to ensure participants with a disability have equal access and full inclusion of services.

Shelter Providers must work to ensure the following accessibility standards are met. The County recognizes that not all existing shelters can reasonably accommodate all disability-related needs, however, shelter operators will be required to identify those areas where there is not adequate access and develop reasonable accommodation and modification plans and policies. Individuals denied access to a shelter

because of inaccessibility must be offered an indoor alternative within their service planning area. Alternatives may include motel/hotel, other shelters, or higher level of care facilities.

Some participants may require reasonable accommodations or reasonable modifications to the premises in addition to required accessible features.

- Facilities must be accessible to participants with disabilities.
- Facilities must not have areas, in or out of the property, with broken, raised, or uneven sidewalks or walkways, or stairs or steps with no identified accessible pathway to the entrance and/or curb cuts.
- Entry into the facility must be accessible to participants with limited mobility, including participants who use wheelchairs, scooters, or manually-powered mobility aids such as walkers, crutches or canes.
- The exterior of the facility must be accessible for participants with disabilities when approaching, entering or inside the location.
- Shelter Provider must provide at least one restroom with at least one stall with a 5-foot turning radius.
- All restrooms established under this section must have handles for an individual using a mobility device to move themselves without assistance.
- If parking is available at the facility, programs must provide at least one ADA accessible van parking space for every 25 non-accessible parking spaces. The accessible space must provide enough room for a van with a hydraulic lift to operate without any issue.
- All fire alarm systems and fire extinguishers must be no more than 48 inches from the ground for easy access in case of an emergency.
- All programmatic areas must be accessible for an individual with a mobility device.
- Shelter Provider must provide at least one shower accessible for those with a mobility device, regardless of gender.
- Shelter Provider sites must provide at least one accessible roll-in shower or at least two transfer ADA shower seats.
- Shelter Provider must provide accessible beds for persons with mobility disabilities designed for easy access to beds from common spaces and easy transfer from a mobility device.
- If there are common/communal areas located at the facility, they must be accessible for all participants, including those with mobility devices.
- If there is a dining area located in the facility, it must be accessible for all participants, including those with mobility devices.
- Doors within the facility must be equipped with a handle which can be opened with a closed fist rather than a knob.
- Accessibility postings must be posted in plain sight in a common area of the facility.
- Please use this link for further details on how to assess the site for ADA compliance: https://www.adachecklist.org/doc/fullchecklist/ada-checklist.pdf.

4.3. Hygiene Products

Shelter Providers must provide participants access to sinks, showers toilets and accompanying items. Shelter operator must ensure that hygiene and toiletry items are given to participants, or given upon request, and at a minimum:

- Towels
- Soap
- Deodorant
- Toilet tissue
- Feminine hygiene products
- Disposable razors
- Toothpaste and toothbrush

Shelter Providers must ensure that all sheets, towels and blankets are laundered weekly or more frequently as needed.

If applicable, washers and dryers shall be provided free of charge to participants and include access to free detergent. If laundry equipment is not provided on-site, shelter operator must support participants with accessing laundromat services.

ADA requirements for showers and restrooms can be found in Section: IV b. ADA Facility Standards.

4.4. Hazardous Materials

Shelter Providers must have policies and procedures with regard to proper hazardous material clean-up and removal. Shelter Providers must ensure that staff have the proper biohazard equipment for cleaning and disposal.

Shelter Providers must provide accommodations to participants in the event hazardous material poses a health and safety risk to participants and staff.

Shelter Providers must maintain a documentation log for hazardous material circumstances.

Shelter Providers will make available Safety Data Sheets (SDS) which provide information on chemicals, describing the hazards the chemicals present.

5. Administration

5.1. Policies and Procedures

Executive and administrative staff are responsible for ensuring that a comprehensive set of policies and procedures are updated at minimum on an annual basis; however, policies and procedures must be updated any time there is a significant change within program operations. Program and procedural updates must be shared with the County Administrative Entity for review to ensure that required policy and procedure areas have been adequately covered.

Shelter Providers are required to have a process for how staff are trained and access information within the policies and procedures.

5.2. Staffing

Shelter Providers must maintain a clear and comprehensive job description for all positions working within or supporting the emergency shelter.

Shelter Providers must maintain an organizational chart which identifies positions attached to the emergency shelter and a supporting documentation to show where each position is being funded from.

Program staff must have a way of being identifiable to program participants. This can be done through uniform attire or identification badges. Programs that operate confidential locations serving participants fleeing domestic violence will be exempted from this requirement.

Programs must have a conflict of interest policy and make staffing adjustments as necessary to minimize the potential of circumstances that create a conflict of interest, including personal and familial relationships. Conflict of Interest policies must have expectations for reporting and ways in which staff can alert program management of potential conflicts, and how program management will monitor and assess the conflict.

5.3. HMIS Participation and Documentation

Shelter Providers must actively document within the HMIS and do so within accordance with the HMIS Policies and Procedures. Programs are required to document enrollments and exits in HMIS within a 24-hour period for the purpose of live bed management.

Shelter Providers must maintain participant records that include documentation of all participant intake paperwork, assessments, housing plans, referrals, interventions, placements or follow-up activities.

5.4. Document Storage and Retention

Files containing participant information shall be stored in a locked and safe location that maintains participant confidentiality. Only authorized personnel can access the location where files are being kept.

Shelter Providers are required to have policies and procedures that detail the length of time and manner in which participant documents are retained.

Shelter Provider must have policies and procedures that detail how release of information requests are processed for participant information.

5.5. Quality Assurance

Shelter Providers must have a quality assurance plan that assures adherence to the overall program policies and procedures. The quality assurance plan must outline a process for the integration of participant feedback on program operations and to any revisions to policies and procedures.

5.6. Program Monitoring

Shelter Providers can expect the County to monitor their program annually to ensure adherence to the Standards of Care outlined in this document. Any findings identified by the County during program monitoring must be quickly resolved.

5.7. Reporting

Programs are required to be timely on any required reporting, including but not limited to: program outcomes, program invoicing, incident reports and key staffing changes. If a program is not able to meet

the deadline for a required report, the program administration must provide notice and an estimated time frame of when they will be able to submit reporting.

5.8. Waivers

Programs must follow all requirements within the Standards of Care, as well as those identified within their direct contract. If for any reason a program is unable to meet a standard of care, they may request a waiver. Waiver requests will consider the impact for participants receiving services and what reasonable program adjustments can be made to minimize that impact on program participants.

The County will work with programs to find ways in which to meet the Standards of Care or when not possible to find solutions that have minimal impact for participants. The County will provide written documentation on all waiver approvals and denials along with reasoning.

6. Attachments

Attachment 1
Critical Incident Report
County of Orange
County Executive Office, Office of Care Coordination

Today's Date:	Date & Time of Incident:	Date of Notification of the Incident *(if different from incident date):*	Date Incident Report Submitted:	***Was This Incident Reported Within 24 Hours of the Date of Incident*** **(Required):** ☐ Yes ☐ No ***If no, please explain circumstances:*** _____ _____

Provider:	**Staff Name:**
Staff Telephone Number:	**Staff Email Address:**
Program Manager:	**Program Manager Phone Number:**
Address Where Incident Occurred:	**Person to Contact Regarding the Incident:** *Name:*_____ *Title:*_____

Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.)

Type of Incident (*incidents occurring on premises*) – Check all that apply: ****Requires additional and immediate telephone notification to County*

☐ *Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)*

Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):
☐Client-to-Client
☐ Staff / Provider-to-Client

Reportable Abuse (Including Allegations):
☐APS Contacted
☐CPS Contacted

Violence:
☐Destruction of Property
☐Physical Altercation Involving Another Client
☐Physical Altercation Involving Staff
☐Acts or Threats of Violence

Evacuation:
☐Planned Evacuation
☐*Facility-Related / Evacuation (i.e. water or electricity outages, etc.)
☐*Weather-Related Evacuation (flood, wildfire, etc.)

Death:
☐*Death on premises
☐ Death reported past discharge

Description of Incident (facts, timelines, outcome) – List any necessary notifications made:

Did debriefing occur with shelter staff involved in the incident? ☐ **Yes** ☐ **No**
Brief description:

Critical Incident Report
County of Orange
County Executive Office, Office of Care Coordination

Are there any operational changes or managerial actions that may be considered to lessen the impact or likelihood of similar incidents occurring in the future? ☐ Yes ☐ No If yes, provide a description of the action		
Name / Title of Reporting Staff (Printed):	**Staff Signature:**	**Date:**

Administrative Use Only

	Internal Log # _____	
Has this Participant been involved in other incidents? ☐ **Yes** ☐ **No**	**If yes, please write additional Internal Log #'s involving this Participant below:**	
Incident Reviewed By:		**Date:**
Additional Notifications Needed: ☐ **Department Head** ☐ **CEO's Office** ☐ **Other:** _____		
Outcome determined. ☐ **Incident logged, no action required** ☐ **Incident logged, remedial action required** **Detail outcome conversation with Shelter Operator below:**		

Attachment 2

Shelter Grievance Form
PROVIDER NAME
County of Orange, Office of Care Coordination

SHELTER NAME seeks to support participant grievances in a fair, transparent and efficient manner. Please complete the information below to the best of your ability and submit it to the shelter's designated grievance staff. You may submit the completed form by email or in-person at the addresses listed below,

- Email:
- Address:

You will be contacted by ***Shelter name/position*** within three (3) business days to work towards a resolution of your grievance.

If you need support with completing this paperwork due to a disability or language barrier, please contact the shelter Americans with Disabilities Act (ADA) coordinator: _____

_____

Identifying information

Full Name (Please Print):_____ Date: _____

Phone:_____Email: _____

Other means of contact:

_____

I have a need for language translation or interpretation services? ☐ Yes ☐ No

Grievance Information

Date of the grievance incident: _____

Type of Grievance. Please check all that apply:

- ☐ Facility
- ☐ Program Services
- ☐ Shelter Staff
- ☐ Other Participants
- ☐ Reasonable Accommodations (Disability Related Need)
- ☐ Program Exit/Termination
- ☐ Other: _____

This is the first time I am submitting a grievance for this concern: ☐ Yes ☐ No
I am submitting this as an appeal to the result of a previous grievance: ☐ Yes ☐ No
(Please note, an appeal may not be considered if filed more than 30 days past the determination date of the grievance result you are appealing. Circumstances may allow for appeal to the County of Orange past the 30 days.)

Shelter Grievance Form
PROVIDER NAME
County of Orange/Office of Care Coordination

Attachment E

Grievance Description	
	Grievance Description *Briefly describe your grievance. Please Include a description of what occurred, who was involved and additional information relevant to the grievance. (Please include additional sheets if needed.)*
	Desired Outcome *State what you would like to see happen with regard to this grievance.*

Participant's Signature:_____ **Date:**_____

Administrative Use Only **Internal Log #**_____

Date Received by Staff: _____

Staff Name and Position: _____

Grievance Type: ☐ Grievance ☐ Appeal

County of Orange
County Executive Office, Office of Care Coordination
Shelter Grievance Process

The Shelter Grievance Process document is intended to provide Shelter Participants information on their grievance rights and an overview of the process. The County of Orange (County) appreciates feedback and takes grievances seriously. The County will work to resolve Participant grievances in a transparent and efficient manner.

If you as a Shelter Participant are unsure of how to access the shelter grievance process within the shelter you are staying, you can reference the information provided during the intake process, ask a shelter staff member, or review grievance information posted in the common areas of the shelter. If at any time during the process you experience difficulty with the shelter grievance process, please reference the Contact Information in Step 3 (below) to contact the County directly via telephone, email and/or mail.

STEP 1: Shelter Grievance Process

Participants that have a grievance with a shelter must first start by filing their grievance directly with the shelter operator and complete the shelter's grievance process.

The Shelter Operator has three (3) business days to contact the participant after submitting their grievance and (ten) 10 business days to supply a written response to the grievance.

STEP 2: Shelter Appeal Process

Participants that have completed the shelter's grievance process and received a written response, but still have concerns with the shelter's response, have a right to request an appeal of that decision, and request a secondary review of the grievance from the Shelter Operator's leadership.

Leadership responsible for the appeal process have three (3) business days to contact the participant after submitting their grievance appeal, and (ten) 10 business days to provide the participant a written decision for the appeal.

STEP 3: County of Orange Grievance Appeal Process

Participants have a right to contact the County for an additional appeal process, once participants have completed the shelter provider's grievance **AND** appeal process.

The County's grievance appeal process is designed to review the shelter's grievance and appeal process as well as review the Shelter Operator's written responses, and ensure that the Shelter Operator is adhering to their grievance policies, as well as their operations are in compliance with the County Standards of Care.

In order to begin this process please contact the County:

By Telephone:
Marlene Diaz
Grievance Specialist
(714) 834-2262

By Email:

OCshelterfeedback@ocgov.com

By mail:

Orange County
County Executive Office
Office of Care Coordination
601 N. Ross Street,5th Floor
Santa Ana, CA, 92701

Attachment 4
County of Orange
County Executive Office
Office of Care Coordination Grievance Appeal Form

The County of Orange (County) is committed to supporting resolutions for participants that have grievances with County-funded shelter operators. The Grievance Appeal Form is designed for Participants that are looking to appeal a shelter operator's grievance and/or appeals determination and requesting the County's review to assess:

1. Shelter operator's receipt and process of your grievance was done in compliance with stated program policies and procedures.
2. The written decision by the shelter operator is not in conflict with the established County Standards of Care requirements or any other contractual requirement.

The County will contact participants within three (3) business days of receiving the completed Grievance Appeal Form.

Complete the following information to the best of your ability. Please print.

Full Name (First and Last Name)**:**_____Date: _____

Phone:_____Email: _____

Other means of contact**:** _____

Name of the Shelter Operator or Shelter Program:

_____

Have you completed the shelter operator's grievance process (please mark box)? ☐ Yes ☐ No
Comments (if needed):_____

Have you completed the shelter operator's appeal process (please mark box)? ☐ Yes ☐ No
Comments (if needed):_____

Appeal Description *Please briefly explain what concerns you have with the shelter operator's grievance and appeal decision. If you need additional space, please utilize the back of the paper or attach additional pages.*

County of Orange
County Executive Office
Office of Care Coordination Grievance Appeal Form

Desired Outcome *State what you would like to see happen with regard to this appeal.*

Additional Space

Participant's Signature:_____ **Date:** _____

Please submit a completed form by email or mail at the addresses below:
Email: OCshelterfeedback@ocgov.com

Mailing Address: Office of Care Coordination
601 N. Ross Street, 5th Floor
Santa Ana, CA, 92701

Administrative Use Only

Internal Log # _____

Name of staff reviewing appeal:_____ Staff position: _____

Date staff received form: _____

Actions:

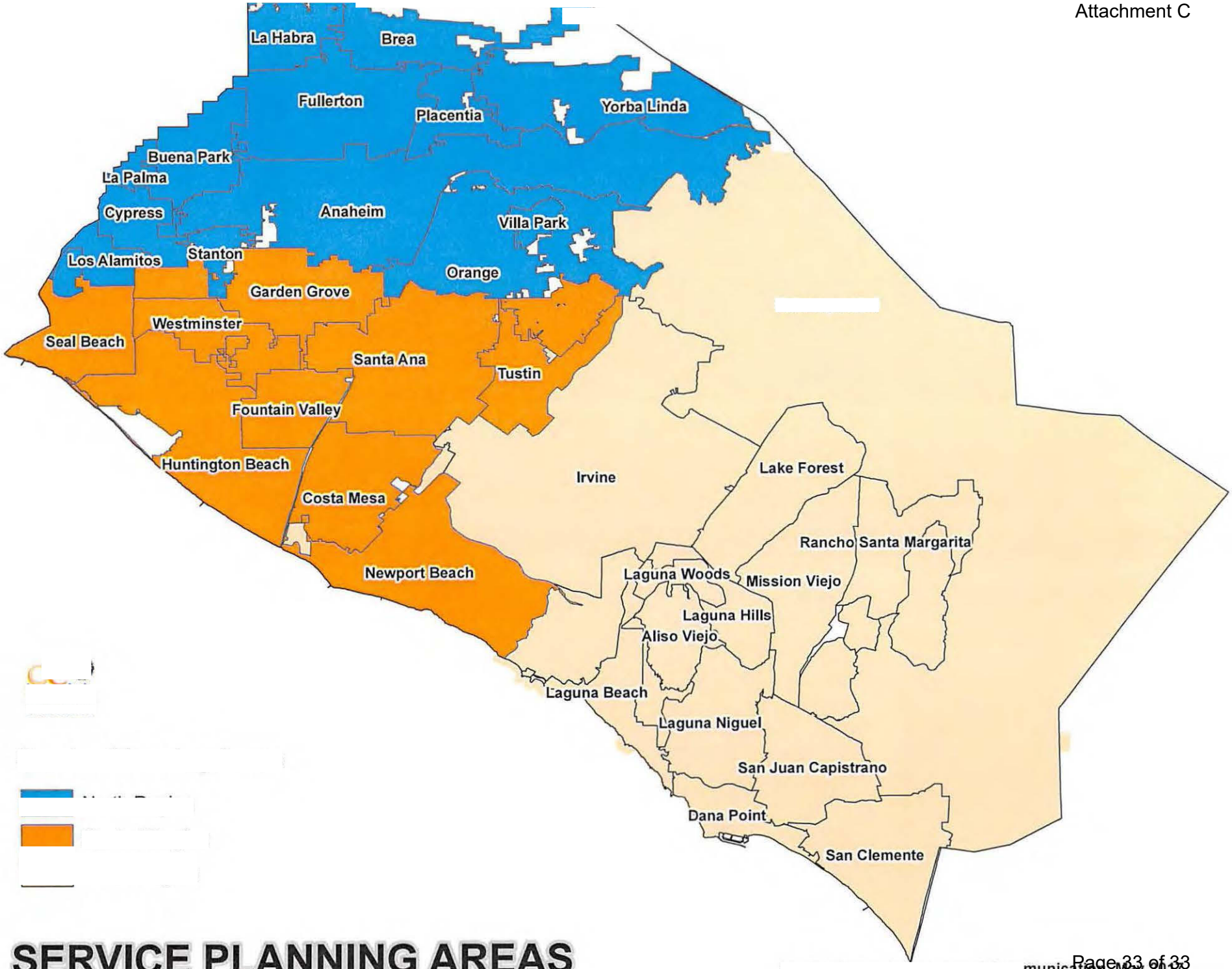
☐ Referred participant back to shelter provider. Reason: _____

☐ Grievance appeal review. Due date: _____

ATTACHMENT

5

ATTACHMENT 5



SERVICE PLANNING AREAS

Contract Summary Form

OC Expediter Requisition #: 1783798

Emergency Shelter Services and Operations for the Placentia Navigation Center – The Salvation Army

SUMMARY OF SIGNIFICANT CHANGES

Contract for The Salvation Army, provides support to individuals experiencing homelessness in the North Service Planning Area (SPA), providing access to emergency shelter programming focusing on shelter stabilization and robust supportive services that assist Participants in obtaining permanent housing and increased income.

SUBCONTRACTORS

N/A

The Salvation Army's Budget:
Contract Term: December 16, 2025, through June 30, 2026

ADMINISTRATION COSTS	
Salaries	$36,474
Benefits	$15,261
Indirect Costs	$89,041
SUBTOTAL ADMINISTRATIVE COSTS	**$140,776**
PROGRAM COSTS	
Salaries	$446,226
Benefits	$173,966
Services & Supplies	$218,487
SUBTOTAL PROGRAM COSTS	**$838,679**
TOTAL GROSS COSTS	**$979,455**
TOTAL MAXIMUM OBLIGATION	**$979,455**

The Salvation Army's FTEs:
Contract Term: December 16, 2025, through June 30, 2026

Admin	FTEs
Finance Clerk	1.00
HR Assistant	0.40
Subtotal Admin FTEs	**1.40**

Program	
Case Manager	2.00
Recovery Navigator	0.20
Administrative Assistant	1.00
Client Ambassador	6.75
Operations Lead	1.00
Assistant Operations Lead	1.00
Intake Coordinator	1.00
DOT Driver	0.60
Program Lead	1.00
Program Supervisor	1.00
Security Worker	3.63
Subtotal Program FTEs	**19.18**
Total FTEs	**20.58**

Contract Summary Form

OC Expediter Requisition #: 1783727

Emergency Shelter Operation and Services for Individuals – Mercy House

SUMMARY OF SIGNIFICANT CHANGES

Amendment for Mercy House Emergency Shelter Operations and Services for Individuals, provides support to people experiencing homelessness in the North Service Planning Area (SPA), providing access to emergency shelter programming focusing on shelter stabilization and robust supportive services that assist Participants in obtaining permanent housing and increased income.

SUBCONTRACTORS

N/A

CONTRACT OPERATING EXPENSES

Mercy House Emergency Shelter Operations and Services Budget:

CONTRACT PERIOD	Period 1: October 15, 2022, to June 30, 2023	Period 2: July 1, 2023, to June 30, 2024	Period 3: July 1, 2024, to June 30, 2025	Period 4: July 1, 2025, to June 30, 2026	Period 5: July 1, 2026, to June 30, 2027
ADMINISTRATION COSTS					
Services & Supplies	$150,000	$150,000	$0	$0	$0
Indirect Costs	$0	$0	$0	$**133,574**	$0
SUBTOTAL ADMIN. COSTS	**$150,000**	**$150,000**	**$0**	**$133,574**	**$0**
PROGRAM COSTS					
Services & Supplies	$0	$0	$150,000	$500,525	$150,000
Salaries	$0	$0	$0	$781,920	$0
Benefits	$0	$0	$0	$203,299	$0
SUBTOTAL PROGRAM COSTS	**$0**	**$0**	**$150,000**	$1,485,744	**$150,000**

TOTAL MAXIMUM OBLIGATION	**$150,000**	**$150,000**	**$150,000**	**$1,619,318**	**$150,000**
MAXIMUM OBLIGATION $2,219,318					

Mercy House Emergency Shelter Operations and Services FTEs:

CONTRACT PERIOD	**Period 1: October 15, 2022, to June 30, 2023**	**Period 2: July 1, 2023, to June 30, 2024**	**Period 3: July 1, 2024, to June 30, 2025**	**Period 4: July 1, 2025, to June 30, 2026**	**Period 5: July 1, 2026, to June 30, 2027**
Admin	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**
	0.00	0.00	0.00	0.00	0.00
Subtotal Admin FTEs	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Program	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**
Program Manager	0.00	0.00	0.00	1.00	0.00
Senior Site Lead	0.00	0.00	0.00	1.00	0.00
Site Lead	0.00	0.00	0.00	2.00	0.00
Shelter Specialist	0.00	0.00	0.00	8.70	0.00
Safety Specialist	0.00	0.00	0.00	4.20	0.00
Overnight Specialist	0.00	0.00	0.00	3.40	0.00
Driver Supervisors	0.00	0.00	0.00	1.00	0.00
Driver	0.00	0.00	0.00	5.60	0.00
Data Supervisor	0.00	0.00	0.00	0.15	0.00
Data and Reservation Specialist	0.00	0.00	0.00	1.00	0.00
Subtotal Program FTEs	**0.00**	**0.00**	**0.00**	**58.05**	**0.00**
Total FTEs	**0.00**	**0.00**	**0.00**	**28.05**	**0.00**

County Executive Office

Memorandum

RECEIVED
2025 DEC 11 AM 10: 10
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

December 11, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer MAguirre Digitally signed by Michelle Aguirre Date: 2025.12.11 10:00:55 -08'00'

Subject: Supplemental Request According to Board Rule 21

S28J

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 16, 2025, Board Hearing.

Agency: **OC Public Works**
Subject: **Appoint County Surveyor**
Districts: **All Districts**

Reason Item is Supplemental: The County Executive Office is requesting this item be placed on the December 16, 2025, Board agenda as the position has been vacant since May 2024, and after a recruitment process the position is ready to be filled. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: The selected candidate cannot assume the role without Board appointment. Delaying this item would prolong the vacancy and impede timely delivery of statutory surveying services.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: B562E708-21F6-4E84-A03F-CF2DE9F74095

Agenda Item 528
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	12/16/25
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	OC Public Works
DEPARTMENT HEAD REVIEW:	DocuSigned by: Kevin Onuma 6637C1ABB3104A7... *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Kevin Onuma (714) 647-3939 Justin Kirk (714) 667-1627

RECEIVED
2025 DEC 11 AM 10:10
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SUBJECT: Appoint County Surveyor

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.12.11 10:00:20 -08'00'	No Legal Objection	Discussion
CEO Signature	Signed by: Nicole Walsh 0400B8F4A3A24C8... *County Counsel Signature*	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: 10/16/2012 #17

RECOMMENDED ACTION(S)

Appoint Lily Sandberg as the Orange County Surveyor, effective upon Board of Supervisors approval.

SUMMARY:

Appointment of Lily Sandberg as the Orange County Surveyor will fill the current vacancy and satisfy the requirements established by state law and Orange County Codified Ordinance.

BACKGROUND INFORMATION:

The County Surveyor (Surveyor) is a "County Officer" under Government Code (GC) Section 24000(n). GC Section 27550 requires that the Surveyor be elected unless the Board of Supervisors (Board) provides by ordinance for the position to be appointed. Orange County Codified Ordinance 1-2-52 authorizes the Board to make such an appointment.

Docusign Envelope ID: B562E708-21F6-4E84-A03F-CF2DE9F74095

The Surveyor position is located within OC Public Works, OC Development Services and is responsible for a wide range of statutory and professional duties. These duties include: reviewing and approving subdivision maps, records of survey, corner records and other land-surveying documents; providing surveying expertise for County capital and infrastructure projects; establishing, reestablishing and maintaining public land boundaries and survey monuments; ensuring compliance with the Subdivision Map Act, Professional Land Surveyors Act and applicable County ordinances; and serving as the authoritative source for surveying information and boundary determinations within the County.

On October 16, 2012, the Board appointed Kevin R. Hills as the Surveyor. Mr. Hills retired in May 2024. During the subsequent recruitment period, Chief Deputy Surveyor Lily Sandberg assumed a portion of the Surveyor's responsibilities to ensure continuity of operations.

Following completion of the recruitment process, OC Public Works recommends the appointment of Ms. Sandberg as the next Surveyor.

Ms. Sandberg brings extensive public- and private-sector experience, including serving in multiple surveyor roles with the County beginning in 2011 and her historic 2017 appointment as the County's first female Deputy Surveyor. She spent 19 years at the beginning of her career at a civil engineering firm working on a diverse portfolio of residential, commercial and industrial projects. She also served as City Surveyor for the City of Ontario and the City of Long Beach. Ms. Sandberg holds a bachelor's degree in civil engineering from California State Polytechnic University, Pomona.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Government Codes

GOVERNMENT CODE - GOV

TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205] *(Title 3 added by Stats. 1947, Ch. 424.)*

DIVISION 2. OFFICERS [24000 - 28085] *(Division 2 added by Stats. 1947, Ch. 424.)*

PART 1. OFFICERS GENERALLY [24000 - 24356] *(Part 1 added by Stats. 1947, Ch. 424.)*

CHAPTER 1. County Officers [24000 - 24012] *(Chapter 1 added by Stats. 1947, Ch. 424.)*

24000. The officers of a county are:

(a) A district attorney.

(b) A sheriff.

(c) A county clerk.

(d) A controller.

(e) An auditor, who shall be ex officio controller.

(f) A treasurer.

(g) A recorder.

(h) A license collector.

(i) A tax collector, who shall be ex officio license collector.

(j) An assessor.

(k) A superintendent of schools.

(l) A public administrator.

(m) A coroner.

(n) A surveyor.

(o) Members of the board of supervisors.

(p) A county veterinarian.

(q) A fish and game warden.

(r) A county librarian.

(s) A county health officer.

(t) An administrative officer.

(u) A director of finance.

(v) A road commissioner.

(w) A public guardian.

(x) A chief probation officer.

(y) Such other officers as are provided by law.

(Amended by Stats. 2017, Ch. 17, Sec. 15. (AB 103) Effective June 27, 2017.)

Up^ << Previous Next >> cross-reference chaptered bills PDF | Add To My Favorites

Search Phrase: Highlight

GOVERNMENT CODE - GOV

TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205] *(Title 3 added by Stats. 1947, Ch. 424.)*

DIVISION 2. OFFICERS [24000 - 28085] *(Division 2 added by Stats. 1947, Ch. 424.)*

PART 3. OTHER OFFICERS [26500 - 27773] *(Part 3 added by Stats. 1947, Ch. 424.)*

CHAPTER 11. Surveyor [27550 - 27601] *(Chapter 11 added by Stats. 1947, Ch. 424.)*

ARTICLE 1. Duties Generally [27550 - 27564] *(Article 1 added by Stats. 1947, Ch. 424.)*

27550. The surveyor shall be a person authorized to practice land surveying in this state. The surveyor shall be elected in the same manner and for the same term as other county officers unless the board of supervisors of the county shall have provided by ordinance for his or her appointment by the board. If so appointed, the surveyor shall serve at the will of the board.

(Amended by Stats. 1981, Ch. 116, Sec. 1.)

Sec. 1-2-52. Appointment of County Surveyor.

The office of County Surveyor shall be filled by appointment by the Board of Supervisors of the County of Orange. The appointee shall serve at the pleasure of the Board of Supervisors.

(Code 1961, § 12.051)

County Executive Office

Memorandum

RECEIVED
2025 DEC 12 AM 8:24
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

December 11, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer MAguirre

Digitally signed by Michelle Aguirre
Date: 2025.12.11 15:00:59 -08'00'

Subject: Supplemental Request According to Board Rule 21

S28K

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 16, 2025, Board Hearing.

Agency: **County Executive Office**
Subject: **Grant Agreements for Juvenile Justice Crime Prevention Programs**
Districts: **All Districts**

Reason Item is Supplemental: Current grant agreements for the 2024 Juvenile Justice Crime Prevention Act (JJCPA) Funding Opportunity Program Costs expire on December 31, 2025. The Agenda Staff Report and attachment were finalized after the filing deadline to the Clerk of the Board.

Justification: Grant agreements for the 2024 Juvenile Justice Crime Prevention Act (JJCPA) Funding Opportunity Program Costs expire on December 31, 2025. If the grant agreements for the 2025 JJCPA Funding Opportunity Program Costs do not come before the Board at the requested Board meeting, there will be a lapse in services for justice-involved youth and their families. Grant agreements for the 2025 JJCPA Funding Opportunity Program Costs are effective January 1, 2026, through December 31, 2026.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: 9BF1E2C3-55C6-4CFD-8083-77C23CA6C375

Agenda Item S28K
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2025 DEC 12 AM 8:24
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	December 16, 2025
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Digitally signed by Michelle Aguirre Date: 2025.12.11 15:01:36 -08'00' *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Oana Cosma (714) 834-7410 Daniel Hernandez (714) 654-7001

SUBJECT: Grant Agreements for Juvenile Justice Crime Prevention Programs

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.12.11 15:02:00 -08'00'	Approved as to Form	Discussion
CEO Signature	DocuSigned by: Annie Loo *County Counsel Signature*	3 Votes Board Majority

Budgeted: No **Current Year Cost:** $828,020 **Annual Cost:** FY 2026-27 $828,021
FY 2027-28 $225,000

Staffing Impact: No **# of Positions:** N/A **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: State: 100% (Juvenile Justice Crime Prevention Act) **County Audit in last 3 years:** No
Levine Act Review Completed: Yes
Prior Board Action: 6/24/2025 #74, 1/14/2025 #36

RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or Deputized designee to execute a Grant Agreement with Carpenter Training Partners Inc. for the 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective January 1, 2026, through December 31, 2026, in an amount not to exceed $213,072.

2. Authorize the County Procurement Officer or Deputized designee to execute a Grant Agreement with Project Kinship for the 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective January 1, 2026, through December 31, 2026, in an amount not to exceed $225,000.

3. Authorize the County Procurement Officer or Deputized designee to execute a Grant Agreement with The Prism Way for the 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective January 1, 2026, through December 31, 2026, in an amount not to exceed $189,100.

4. Authorize the County Procurement Officer or Deputized designee to execute a Grant Agreement with Orange County Bar Foundation, DBA Project Youth OC for the 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective January 1, 2026, through December 31, 2026, in an amount not to exceed $224,939.

5. Authorize the County Procurement Officer or Deputized designee to execute a Grant Agreement with Cell Dogs, Inc. for the 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective January 1, 2026, through December 31, 2026, in an amount not to exceed $146,320.

6. Authorize the County Procurement Officer or Deputized designee to execute a Grant Agreement with the Orange County Department of Education for the 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective January 1, 2026, through December 31, 2026, in an amount not to exceed $225,000.

7. Authorize the County Procurement Officer or Deputized designee to execute a Grant Agreement with Hub for Integration, Reentry & Employment (H.I.R.E.) for the 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective upon January 1, 2026, through December 31, 2026, in an amount not to exceed $207,610.

8. Authorize the County Procurement Officer or Deputized designee to execute a Grant Agreement with Casa Youth Shelter for the 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective upon January 1, 2026, through December 31, 2026, in an amount not to exceed $225,000.

9. Authorize the County Procurement Officer or Deputized designee to execute a Grant Agreement with Waymakers for the 2025 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective July 1, 2026, through June 30, 2027, in an amount not to exceed $225,000.

10. Authorize the County Procurement Officer or Deputized designee to make future administrative non-material changes to the Juvenile Justice Crime Prevention Program Grant Agreements within the scope of work that do not increase the total maximum obligation.

SUMMARY:

Approval of Grant Agreements for juvenile based prevention and intervention programs will allow the County to support community-based initiatives that benefit the public by promoting safer and healthier communities.

BACKGROUND INFORMATION:

Juvenile Justice Crime Prevention Act Funding Opportunity

The Juvenile Justice Crime Prevention Act (JJCPA), created by the Crime Prevention Act of 2000 (Chapter 353), provides stable funding for local juvenile justice programs focused on preventing and reducing delinquency among at-risk youth (See Gov. Code, § 30061, subd. (b)(4). The JJCPA program provides state

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funding for counties to implement programs that have proven effective in reducing crime and delinquency among at-risk youth and youthful offenders.

The Orange County Juvenile Justice Coordinating Council (OCJJCC), established under Welfare and Institutions Code Section 749.22 as a requirement for Juvenile Accountability Block Grant Program funding, oversees county-level strategies to address juvenile crime, establishes priorities, and approves the allocation of grant funds.

On February 29, 2024, the OCJJCC directed the County Executive Office to develop a project proposal and approval process whereby community-based organizations may submit a request for funding for new juvenile-based prevention and intervention programs. This process was approved on July 25, 2024.

On January 14, 2025, your Honorable Board of Supervisors (Board) approved seven grant agreements for the 2024 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective January 24, 2025, through December 31, 2025.

On June 24, 2025, the Board approved the eighth grant agreement for the 2024 Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs, effective July 1, 2025, through June 30, 2026.

On July 24, 2025, the OCJJCC allocated $1.2 million from JJCPA funds for FY 2025-26 to solicit proposals from community-based organizations. On August 1, 2025, the 2025 JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests. The submission period closed on August 31, 2025, with 15 project proposals received.

An ad hoc committee consisting of one representative each from Orange County Probation Department, Orange County Sheriff's Department, Social Services Agency, Health Care Agency, and the Board's Fifth District reviewed the applications and provided recommendations to the OCJJCC at the October 23, 2025, Regular meeting. The OCJJCC approved an increase to the total funding amount from $1.2 million to $1,881,041 and awarded funding to nine proposals. In the event any of the services are provided at the MRC, the grant agreement(s) will be amended to include State required bond language and the State Public Works Board and the Department of Corrections and Rehabilitation as signatories on the amendments. The grant agreement with Cell Dogs, Inc. includes non-standard indemnification and insurance provisions. The County Executive Office/Risk Management has deemed these provisions acceptable; please see Attachment L for the Risk Assessment Form which includes a summary of each revised provision as well as the risk to the County. At this time, approval is requested from the Board to authorize the execution of the nine grant agreements. The appropriate due diligence has been conducted and the non-profits have been verified to be in good standing. Due to timing constraints that delayed formal execution, the request for the Agreements is being brought to the Board with less than 30 days' notice.

FINANCIAL IMPACT:

Appropriations and revenue for the Grant Agreements will be requested in the FY 2025-26 Mid-Year Budget process for County Executive Office, Budget Control 017, and will be included in the budgeting process for future years. Appropriations for these agreements are funded through the Juvenile Justice Crime Prevention Act grant funds.

The proposed Agreements include a provision stating the Agreements are subject to and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of the Agreements. If such appropriations are not approved, the Agreements may be immediately terminated without penalty to the County.

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STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Orange County Probation Department

ATTACHMENT(S):

Attachment A – Grant Agreement Number MA-017-26010665 with Carpenter Training Partners Inc.
Attachment B – Grant Agreement Number MA-017-26010658 with Project Kinship
Attachment C – Grant Agreement Number MA-017-26010661 with The Prism Way
Attachment D – Grant Agreement Number MA-017-26010660 with Orange County Bar Foundation, DBA Project Youth OC
Attachment E – Grant Agreement Number MA-017-26010663 with Cell Dogs, Inc.
Attachment F – Grant Agreement Number MA-017-26010656 with Orange County Department of Education
Attachment G – Grant Agreement Number MA-017-26010657 with Hub for Integration, Reentry & Employment (H.I.R.E.)
Attachment H – Grant Agreement Number MA-017-26010608 with Casa Youth Shelter
Attachment I – Grant Agreement Number MA-017-26010661 with Waymakers
Attachment J – State of California Government Code Section 30061
Attachment K – State of California Welfare and Institutions Code Section 749.22
Attachment L – Risk Assessment Form

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Agreement No. MA-017-26010665

BETWEEN
COUNTY OF ORANGE
AND
CARPENTER TRAINING PARTNERS INC.
FOR
Grant Agreement for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs

This Grant Agreement No. MA-017-26010665 for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs ("Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "Grantor" or "County," and Carpenter Training Partners Inc., a Community Based Organization, hereinafter referred to as "Grantee" or "Contractor," with Grantor/County and Grantee/Contractor referred to, separately as "Party," or collectively, as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Claim Form

Attachment C – Program Reporting Requirements

Attachment D – Orange County Juvenile Court Administrative Order: A-100-2-2013

Attachment E – Orange County Juvenile Court Administrative Order No. 12/003-903

RECITALS

WHEREAS, on July 23, 2025, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved an allocation of $225,000 from Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2025-26 to solicit applications for juvenile- based prevention and intervention programs from community-based organizations (JJCPA Funding Opportunity); and

WHEREAS, the OCJJCC and County Executive Office have established a JJCPA Funding Opportunity application and approval process whereby a committee comprised of public safety and community services stakeholders review the community-based organizations' applications and make funding recommendations to the OCJJCC; and

WHEREAS, on August 1, 2025, the JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests, with the submission period closing on August 31, 2025; and

WHEREAS, on October 23, 2025, the OCJJCC approved an increase to the total funding amount from $1,200,000 to $1,881,041 and awarded funding to nine applications received through the JJCPA Funding Opportunity; and

WHEREAS, as part of the JJCPA Funding Opportunity, GRANTEE will receive grant funds for a structure diversion program to support justice-involved youth and youth at risk of juvenile justice involvement.

NOW, THEREFORE, the Parties mutually agree as follows:

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1. Term of Agreement:

The term of this Agreement begins on January 1, 2026, and terminates on December 31, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Services to be Provided:

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled "Scope of Services," attached hereto and incorporated herein by reference.

Contractor recognizes the nature of the work in a secured facility, if applicable, and assumes and accepts all risk of personal harm, injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such personal harm, injury, death and/or damage that may occur at the secured facility. Contractor shall ensure that its staff are aware of and adhere to County security procedures and relevant policies, including completing background checks prior to the commencement of services, if applicable.

3. Payment/Compensation:

a. The County will issue payment to the Grantee in the amount not to exceed $213,072 ("Grant Amount") upon receipt of Attachment B, Claim Form, which must be submitted by the end of each month. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

4. Governing Law and Venue:

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

5. Site Visits and Audits:

a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) access during normal working hours to all books, accounts, records, reports, files, financial records,

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supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Grantee for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection. A resulting audit report(s) and associated records may be subject to public disclosure pursuant to the California Records Act and Grantee is obligated to seek judicial review if it believes the records are privileged.

b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.

c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Grant Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.

d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.

6. Compliance with Grant Requirements:

The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by March 1, 2027, any funds Grantee has not used by December 31, 2026. The provisions of this paragraph shall survive termination of this Agreement.

7. 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; 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; and funding provided by the Juvenile Justice Crime Prevention Act and approval of the Orange County Juvenile Justice Coordinating Council. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

8. 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.

9. 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,

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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.

10. 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. 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, 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.

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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.

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.

11. 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).

12. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

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$1,000,000 combined Single Limit

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.

13. 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.***

14. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

15. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

16. 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.

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17. 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.

18. Certification:

Grantee hereby certifies that the following statements and responses are true:

a. The Grantee is a non-profit community-based organization whose mission includes serving the Orange County community by providing reentry related services.

b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.

19. 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.

20. Entire Contract:

This Agreement, including all attachments, 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 the parties unless authorized by the Parties in writing.

21. Amendments:

No alteration or variation of the terms of this Agreement 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.

22. 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

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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.

23. 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.

24. Defaults:

Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.

25. Signatures:

Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

Each Party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind their respective Party to each and every term, condition, and obligation of this Agreement and that all requirements of the Party have been fulfilled to provide such actual authority.

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 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.

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27. Juvenile Records Information:

Parties specifically agree to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment(s) D & E and incorporated herein by reference.

28. 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.

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 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:	Carpenter Training Partners Inc.
Attn:	Vaughn Bernardez
Address:	1734 Kerry Court West Covina, CA 91792
Phone:	(909) 859-0591
Email:	vaughnbernardez@ctpartnersinc.com

County: County Executive Office – County Budget & Finance Office	
Attn:	Kim Engelby, Chief Financial Officer
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ocgov.com

cc: County Executive Office - CPO/Procurement Services	
Attn:	Janinne Boutte, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701

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Phone:	(714) 567-5116
Email:	janinne.boutte@ceo.oc.gov

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

CARPENTER TRAINING PARTNERS INC., a California Non-Profit Corporation

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.

Signed by: Vaughn Bernardez 674EEE7D5A9943B...	'aughn Bernardez	Chief Executive Officer, Chief Financial Officer, Secretary	12/11/2025
Signature	Name	Title	Date
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
County Counsel

DocuSigned by: Annie Loo B7726751D1E947E...	Annie Loo	**Deputy**	12/11/2025
	Name	Title	Date

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ATTACHMENT A - SCOPE OF SERVICES

1. Purpose

Funding must be used for approved programs that promote juvenile justice in the areas of prevention, intervention, supervision, treatment and/or incarceration of system involved youth, reduce juvenile crime and supports resocialization, and fills a need in services or geographic areas that are underserved.

2. Program Objective

Pursuant to this Contract, Contractor shall provide a construction training program for youth and adults, including justice involved individuals, who are interested in pursuing a career in the construction industry. The training will provide marketable vocational skills in the construction industry.

3. Grantee's Responsibilities

A. Grantee shall provide services to twenty-five (25) justice-involved participants, ages 17-25, who reside in Santa, Ana, Anaheim, and other communities in Orange County.

B. Grantee shall train participants on using a tape measure, various hand and power tools.

C. Grantee shall train and evaluate participants' skills with cutting and binding wood together, safe methods to lifting, carrying, and setting down material.

D. Grantee shall provide participants with resources to practice interview skills and create or update their resume, based on the skills they acquired during the program.

E. Grantee shall provide resources and assistance to participants to identify and apply for jobs.

4. Program Objectives

A. Successfully train and graduate all participants and supporting their employment post-program completion.

B. Raise awareness among participants that the transferable skills they will gain through completion of the program can be applied to any trade.

C. Reduce recidivism and enhance the safety of Orange County's communities and business by cultivating a workforce capable of contributing to repair and construction of communities in Orange County.

5. Performance Outcomes

a. Participants will attend 90% of classes.

b. 100% of participants will contribute to hands-on carpentry projects and will build two individual projects (e.g., foot stool, and sawhorse) and at least 3 larger group projects (e.g., picnic tables, garden shed, mock-up house).

6. Budget

Program Costs	Total

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Salaries and Benefits	$165,672
Services & Supplies	$59,328
Total Program Costs	**$213,072**

7. Reporting Requirements

Attachment C, Program Reporting Requirements apply to all JJCPA funded programs. Reported performance metrics and outcomes will be included in the OCJJCC Quarterly and Annual Reports. The County and Grantee will meet within 30 days of the execution of this agreement to determine what performance metrics and outcomes will be required to track and report.

The data must be entered into the County's online data reporting system. Access to the data reporting system will be provided to up to two users for the Grantee. Access will be provided subsequent to the meeting discussed above.

Required data shall be submitted quarterly as follows:

Quarter Period Ending:	Due on or Before:
3/31/2026	4/15/2026
6/30/2026	7/15/2026
9/30/2026	10/15/2026
12/31/2026 (final)	1/31/2026

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ATTACHMENT B – CLAIM FORM

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

JJCPA FUNDING GUIDELINES

The JJCPA was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and system involved youth (Gov. Code, § 30061, subd. (b)(4).) JJCPA funds are available to address a continuum of responses including prevention, intervention, supervision, and incarceration. State law requires that JJCPA-funded programs be modeled on strategies that have demonstrated effectiveness in curbing juvenile delinquency. JJCPA relies on a collaboration between the state, local agencies, and stakeholders (i.e. community-based organizations, families, educators, etc.). Local officials and stakeholders determine where to direct resources through an interagency planning process. Local agencies and community-based organizations deliver programs and services. This partnership acknowledges the value the state places on local discretion and multiagency collaboration in addressing the problem of juvenile crime in California's communities. Attachment B has been provided to the Grantee in Excel for convenience of processing. The Request Claim Form must be signed in DocuSign or with a wet signature.

Claiming Guidelines

To request reimbursement for the awarded amount, a claim must be submitted for the approved scope of work as outlined in the agreement. The claim must include the supporting documentation form demonstrating that the costs have been incurred.

1) ***Supporting Documentation***

Complete the requested information in the *Supporting Documentation* tab

1.1) Organization Name
- Enter the Organization Name

1.2) Month
- Enter the month the expenditures are being claimed for

1.3) Salaries & Benefits
- Enter the total Salaries & Benefits claimed to date
- Enter the current Salaries & Benefits for the current month

1.4) Services & Supplies
- Enter the total Services & Supplies claimed to date
- Enter the current Services & Supplies for the current month

2) ***Claim Request Form***
- Verify the data auto populated from the Supporting Documentation tab
- Enter the Allocation Awarded amount in Row 32
- Sign the Request Claim Form
- Email the entire worksheet to: budget&finance@ceo.oc.gov

Timing of Claims

It is expected that funds awarded will be expended within 12 months of notification of Board of Supervisors approval. Claims must be submitted per the frequency indicated in the approved agreement. If any funds remain unspent at that time, justification will be requested to maintain the allocation and will require OC Juvenile Justice Coordination Council approval. Similarly, amounts awarded and no longer needed will revert back to the JJCPA Fund for future uses and may not be substituted for other needs.

Submitting Claims

Signed claims and supporting documentation form must be submitted electronically to the CEO Budget and Finance Office at budget&finance@ceo.oc.gov

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[Organization Name]

Supporting Documentation for Juvenile Justice Crime Prevention Act Funding Claim

For the month of : [Month] 2025

Expenditure Category	Claimed to Date	Current Claim	Total Claimed
Salaries & Benefits			
[Description]	$0.00	-	$ -
[Description]	-	-	-
[Description]	-	-	-
Total Salary and Benefits	**$0.00**	**$0.00**	**$ -**
Services & Supplies			
[Description]	-	-	-
[Description]	-	-	-
[Description]	-	-	-
	$0.00	**$0.00**	**$ -**
Total	**$0.00**	**$0.00**	**$ -**

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BUDGET & FINANCE OFFICE

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

Funding - Reimbursement Request

To: County of Orange, Budget & Finance Office
Attn: Berta Tapia, Team Lead
Email: budget&finance@ceo.oc.gov
400 W. Civic Center Drive, Room 580
Santa Ana, CA 92701

Claim Submitted By:	
Organization	
Address	

Agreement Number:	
MA-017-	
Funding Year:	
FY	

Date of Claim:
Prepared by:
Contact Information:

Date	Description (include year of award)	Amount
	Expenditures for the month of [Month Year]	$0.00
	Total Claimed	$0.00
	Add: Prior Claims	$0.00
	YTD Claims	-
	Allocation Awarded:	$0.00
	Balance:	-

I hereby certify that this claim form is true and correct and is supported by accounting information and documentation held and available for review.		Expenditures authorized and approved by:	
Signature	Date	CEO Budget & Finance Approval	
Printed Name	Title	Printed Name	Date

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ATTACHMENT C – PROGRAM REPORTING REQUIREMENTS

Youth Participant Reporting

1. **Youth Enrollment | Entry into services**
   a. How many youths were referred to this program during the year a. If not applicable, state why
   b. What are the total number of entries into the program in the Fiscal Year =
   c. What is the total number of participants in the program in the Fiscal Year =
2. **Youth Demographics and Profiles at Service Entry | Record demographics of youth when they entered/enrolled in the program.**
   a. Age at Entry:
   b. Gender:
   c. Ethnicity (report out additional ethnicities if available)
3. **Current City of Residence for Each Participant**
4. **Exiting Youth | The total number of youths that left the program during the reporting period.**
   a. Total number of youths who left the program during the period a. Number of youths who successfully completed the program as defined in the application for funding
      i. Number of youths who did not complete the program as defined in the application for funding
      i. Number of youths who partially completed the program
      ii. Number of youths who did not make progress toward completion of the program
      iii. Number of youths who left the program for reasons unrelated to program
5. **Demographics and Profiles of Youth who Successfully Completed (based on 1a above data)**
   a. Gender of participants who successfully completed the program
   b. Ethnicity of participants who successfully completed the program
6. **Demographics and Profiles of Youth who did not complete the program (based on 1b above data)**
   a. Gender of participants who did not complete the program
   b. Ethnicity of participants who did not complete the program
7. **Average length of stay**
   a. Of those that successfully completed (reported in 1a), what is the average length of stay
8. **Outcomes**
   a. Based on the program description, report the program outcome(s) of the services being provided. Please ensure description is Specific, Measurable, Achievable and Agreed, Realistic, Timebound (SMART).
   b. How are you measuring these outcomes? (Identify a tool, scale, or other form of measurement being used and describe the frequency of administration).
   c. What are the outcomes? (Report the outcomes from the tool: baseline upon entry and results at exit/discharge if applicable).
9. **Challenges and Solutions**
   a. Challenge(s) your program has faced during this reporting period and solution(s) or possible solution(s) that addressed the challenge(s).
   b. Success Stories | Any success(es) you want to share - for example, an anecdotal story (please do not use PHI or PII in this narrative).

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.

a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).

b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).

c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.

a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:

- The stated reason or purpose for seeking access;
- The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
- Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
- The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
- The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
- The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
- The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.

a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.

a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.

b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. Requests for admission of media: Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. Requests for "media coverage": All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.

c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:

a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.

b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.

c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.

d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.

a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.

a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.

b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY: J. WAUTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (~~714~~) ~~935-7000~~
FAX (~~714~~) ~~935-7638~~
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

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Agreement No. MA-017-26010658

BETWEEN
COUNTY OF ORANGE
AND
PROJECT KINSHIP
FOR
Grant Agreement for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs

This Grant Agreement No. MA-017-26010658 for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs ("Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "Grantor" or "County," and Project Kinship, a Community Based Organization, hereinafter referred to as "Grantee" or "Contractor," with Grantor/County and Grantee/Contractor referred to, separately as "Party," or collectively, as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Claim Form

Attachment C – Program Reporting Requirements

Attachment D – Orange County Juvenile Court Administrative Order: A-100-2-2013

Attachment E – Orange County Juvenile Court Administrative Order No. 12/003-903

RECITALS

WHEREAS, on July 23, 2025, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved an allocation of $225,000 from Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2025-26 to solicit applications for juvenile- based prevention and intervention programs from community-based organizations (JJCPA Funding Opportunity); and

WHEREAS, the OCJJCC and County Executive Office have established a JJCPA Funding Opportunity application and approval process whereby a committee comprised of public safety and community services stakeholders review the community-based organizations' applications and make funding recommendations to the OCJJCC; and

WHEREAS, on August 1, 2025, the JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests, with the submission period closing on August 31, 2025; and

WHEREAS, on October 23, 2025, the OCJJCC approved an increase to the total funding amount from $1,200,000 to $1,881,041 and awarded funding to nine applications received through the JJCPA Funding Opportunity; and

WHEREAS, as part of the JJCPA Funding Opportunity, GRANTEE will receive grant funds for a structure diversion program to support justice-involved youth and youth at risk of juvenile justice involvement.

NOW, THEREFORE, the Parties mutually agree as follows:

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1. Term of Agreement:

The term of this Agreement begins on January 1, 2026, and terminates on December 31, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Services to be Provided:

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled "Scope of Services," attached hereto and incorporated herein by reference.

Contractor recognizes the nature of the work in a secured facility, if applicable, and assumes and accepts all risk of personal harm, injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such personal harm, injury, death and/or damage that may occur at the secured facility. Contractor shall ensure that its staff are aware of and adhere to County security procedures and relevant policies, including completing background checks prior to the commencement of services, if applicable.

3. Payment/Compensation:

a. The County will issue payment to the Grantee in the amount not to exceed $225,000 ("Grant Amount") upon receipt of Attachment B, Claim Form, which must be submitted by the end of each month. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

4. Governing Law and Venue:

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

5. Site Visits and Audits:

a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) access during normal working hours to all books, accounts, records, reports, files, financial records,

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supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Grantee for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection. A resulting audit report(s) and associated records may be subject to public disclosure pursuant to the California Records Act and Grantee is obligated to seek judicial review if it believes the records are privileged.

b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.

c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Grant Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.

d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.

6. Compliance with Grant Requirements:

The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by March 1, 2027, any funds Grantee has not used by December 31, 2026. The provisions of this paragraph shall survive termination of this Agreement.

7. 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; 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; and funding provided by the Juvenile Justice Crime Prevention Act and approval of the Orange County Juvenile Justice Coordinating Council. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

8. 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.

9. 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,

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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.

10. 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. 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, 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.

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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.

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.

11. 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).

12. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

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$1,000,000 combined Single Limit

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.

13. 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.***

14. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

15. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

16. 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.

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17. 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.

18. Certification:

Grantee hereby certifies that the following statements and responses are true:

a. The Grantee is a non-profit community-based organization whose mission includes serving the Orange County community by providing reentry related services.

b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.

19. 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.

20. Entire Contract:

This Agreement, including all attachments, 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 the parties unless authorized by the Parties in writing.

21. Amendments:

No alteration or variation of the terms of this Agreement 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.

22. 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

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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.

23. 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.

24. Defaults:

Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.

25. Signatures:

Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

Each Party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind their respective Party to each and every term, condition, and obligation of this Agreement and that all requirements of the Party have been fulfilled to provide such actual authority.

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 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.

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27. Juvenile Records Information:

Parties specifically agree to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment(s) D & E and incorporated herein by reference.

28. 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.

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 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:	Project Kinship
Attn:	Aden Jordan
Address:	1833 E 17th St., Ste. 103 Santa Ana, CA 92705
Phone:	(626) 705-5606
Email:	community@projectkinship.org

County: County Executive Office – County Budget & Finance Office	
Attn:	Kim Engelby, Chief Financial Officer
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ocgov.com

cc: County Executive Office - CPO/Procurement Services	
Attn:	Janinne Boutte, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701

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Phone:	(714) 567-5116
Email:	janinne.boutte@ceo.oc.gov

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

PROJECT KINSHIP, a California Non-Profit Corporation

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.

DocuSigned by:	Steven Kim	Executive Director	12/8/2025
Signature	Name	Title	Date
DocuSigned by: Aaron Reyes 45BAAA35B964499...	Aaron Reyes	Associate Executive Director	12/11/2025
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:

County Counsel

DocuSigned by: Annie Loo B7726751D1E947E...	Annie Loo	**Deputy**	12/11/2025
Signature	Name	Title	Date

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ATTACHMENT A - SCOPE OF SERVICES

1. Purpose

Funding must be used for approved programs that promote juvenile justice in the areas of prevention, intervention, supervision, treatment and/or incarceration of system involved youth, reduce juvenile crime and supports resocialization, and fills a need in services or geographic areas that are underserved.

2. Program Objective

Pursuant to this Contract and through its Kinship Youth Center, Contractor shall provide services which address the shortage of safe, after-school drop-in spaces and resources for youth at risk of being impacted by gangs, violence, and incarceration during the late afternoons and evenings when middle and high schools are out of session. Through after-school programming and Saturday excursions, participants can work on social-emotional goals through individual and group sessions, improving family relationships through family re-unification support and monthly family re-unification events, academic support including tutoring, other educational and employment pathways services, gang disassociation support, and much more. Kinship Youth Center has prioritized mentorship and Positive Youth Development (PYD) based in Restorative Practices approaches to facilitate relationship building, provide leadership opportunities, cultivate connection and a sense of community, and provide preparation and growth with life skills and community integration. Additionally, Kinship Youth Center has been providing art therapy, presentations on subjects including financial literacy and entrepreneurship, group journaling, and more. We are grateful to have volunteers regularly provide academic tutoring on a variety of subjects and take participants on excursions including fishing and sailing. As we continue to raise awareness of this program, we anticipate hosting many more volunteers with an even wider breadth of knowledge and experience to share with our participants.

3. Grantee's Responsibilities

A. Grantee shall utilize a Positive Youth Development Model (PYD) basing structure and intervention on the Big Three components of PYD:

   1) fostering positive and sustained adult-youth relationships (mentoring)

   2) building life skills essential to participant success, and

   3) providing opportunities for youth contribution and leadership

B. Grantee shall take a highly individualized approach to supporting Kinship Youth Center participants while offering a continuum of care that meets participants wherever they are on their journey. Every new Kinship Youth Center participant shall engage in an initial assessment with a Wellness Coordinator to determine their unique strengths and needs.

   1) Grantee shall ensure that each participant begin the program with an orientation that outlines behavioral norms and expectations including an honor code agreement, boundaries for relationships with adults and peers, how progress through the program will be monitored and measured, and individual goal setting and planning for support.

   2) In an effort to promote engagement from all stakeholders, Grantee shall coordinate with caregivers of new participants to attend an orientation with a designated staff member that

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outlines: program description and length, expectations for participation and engagement from youth and families, and resource connection to support participation (transportation, health, basic needs, etc.).

C. Participants shall have the opportunity after six weeks of active participation in the program to begin a training process to take on leadership roles as "Circle Keepers." These trainings shall expand over the course of three to four weeks to include these essential topics to protect the safety, well-being, and integrity of the Kinship Youth Center: boundaries and ethical guidelines for relationships with adults and other youth; definitions of leadership and expectations for leadership roles; foundational elements of Restorative Practices; guidelines for facilitation, maintaining group norms, and de-escalation/redirection strategies; and an accountability system with frequent check-ins to protect fidelity and maintain safety for all program stakeholders.

D. After this initial period, Circle Keepers shall continue to participate in circles and observe from a perspective of leadership. They check in to debrief after circles with leadership and process key points of focus for what was done well, what could be done differently, etc. After observation and processing for a minimum of three weeks, Circle Keepers prepare to lead circles with a staff observer for support. Circle Keepers attend weekly check-ins specifically for peer leaders that provide the opportunity to discuss and debrief on their experiences and to obtain feedback from supervisors and other peer leaders. This emphasis on communication, accountability, and alignment of goals and strategies for leadership ensures the fidelity and integrity of the program and the safety and well-being of participants, leaders, and staff. Upon completion of training from participant to Circle Keeper, graduates are honored with a "graduation ceremony" to acknowledge their diligent efforts and commitment to personal growth and excellence.

4. <u>Program Objectives</u>

A. Kinship Youth Center shall increase authentic and impactful evidence-based supports, innovative intervention strategies, and culturally responsive prevention methods for participants. Kinship Youth Center shall utilize a PYD foundation, in alignment with the goals of OCJJCC, to decrease juvenile crimes and support re-socialization for justice-impacted and at-risk youth.

B. Grantee shall reduce crime and recidivism by fostering positive trajectories for justice-involved youth, diverting participants from high-risk situations and facilitating the development and progress of individual goals through support in education, career paths, healthy familial and community relationships, and a positive sense of self.

C. Grantee shall reduce crime and recidivism by assessing individual progress and facilitating connections based on the expressed needs and goal setting of the youth involved in the program. Local community partners, role models, and Grantee's Peer Navigators shall provide inspiration and guidance through extensive group mentoring opportunities.

D. Grantee shall support resocialization through the development of positive relationships, healthy personal boundaries, ethical decision-making, and character development as modeled in mentoring from highly skilled Project Kinship Peer Navigators and other mentoring staff.

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E. Grantee shall empower youth to embody leadership qualities through education and training as Circle Keepers in their ethical beliefs, values, and how they interact with their peers, adults, and others in their communities.

5. Performance Outcomes

a. During the twelve-month grant period, Grantee shall serve over 100 youth participants ages 13 to 18.

b. 80% of participants will access, be placed in, and/or maintain a positive standing in an educational or vocational program within three months of enrollment at the Kinship Youth Center.

c. 70% of participants will complete their personal, vocational, and educational Goal Plan. Their individualized plan is monitored monthly, and might include school improvement plans and maintenance, placement and/or vocational placement/exploration within three months of enrollment at the Kinship Youth Center, and more all tailored to the strengths and needs of each participant.

d. After each quarter, 20% of the youth enrolled will be trained as certified Circle Keepers and begin peer leadership roles at the start of the fourth quarter

6. Budget

Program Costs	**Total**
Salaries and Benefits	$162,472
Services & Supplies	$62,528
Total Program Costs	**$225,000**

7. Reporting Requirements

Attachment C, Program Reporting Requirements apply to all JJCPA funded programs. Reported performance metrics and outcomes will be included in the OCJJCC Quarterly and Annual Reports. The County and Grantee will meet within 30 days of the execution of this agreement to determine what performance metrics and outcomes will be required to track and report.

The data must be entered into the County's online data reporting system. Access to the data reporting system will be provided to up to two users for the Grantee. Access will be provided subsequent to the meeting discussed above.

Required data shall be submitted quarterly as follows:

Quarter Period Ending:	**Due on or Before:**
3/31/2026	4/15/2026
6/30/2026	7/15/2026
9/30/2026	10/15/2026
12/31/2026 (final)	1/31/2026

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ATTACHMENT B – CLAIM FORM

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

JJCPA FUNDING GUIDELINES

The JJCPA was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and system involved youth (Gov. Code, § 30061, subd. (b)(4).) JJCPA funds are available to address a continuum of responses including prevention, intervention, supervision, and incarceration. State law requires that JJCPA-funded programs be modeled on strategies that have demonstrated effectiveness in curbing juvenile delinquency. JJCPA relies on a collaboration between the state, local agencies, and stakeholders (i.e. community-based organizations, families, educators, etc.). Local officials and stakeholders determine where to direct resources through an interagency planning process. Local agencies and community-based organizations deliver programs and services. This partnership acknowledges the value the state places on local discretion and multiagency collaboration in addressing the problem of juvenile crime in California's communities.

Claiming Guidelines

To request reimbursement for the awarded amount, a claim must be submitted for the approved scope of work as outlined in the agreement. The claim must include the supporting documentation form demonstrating that the costs have been incurred. Attachment B has been provided to the Grantee in Excel for convenience of processing. The Request Claim Form must be signed in DocuSign or with a wet signature.

1) ***Supporting Documentation***

Complete the requested information in the *Supporting Documentation* tab

1.1) Organization Name
- Enter the Organization Name

1.2) Month
- Enter the month the expenditures are being claimed for

1.3) Salaries & Benefits
- Enter the total Salaries & Benefits claimed to date
- Enter the current Salaries & Benefits for the current month

1.4) Services & Supplies
- Enter the total Services & Supplies claimed to date
- Enter the current Services & Supplies for the current month

2) ***Claim Request Form***
- Verify the data auto populated from the Supporting Documentation tab
- Enter the Allocation Awarded amount in Row 32
- Sign the Request Claim Form
- Email the entire worksheet to: budget&finance@ceo.oc.gov

Timing of Claims

It is expected that funds awarded will be expended within 12 months of notification of Board of Supervisors approval. Claims must be submitted per the frequency indicated in the approved agreement. If any funds remain unspent at that time, justification will be requested to maintain the allocation and will require OC Juvenile Justice Coordination Council approval. Similarly, amounts awarded and no longer needed will revert back to the JJCPA Fund for future uses and may not be substituted for other needs.

Submitting Claims

Signed claims and supporting documentation form must be submitted electronically to the CEO Budget and Finance Office at budget&finance@ceo.oc.gov

[Organization Name]

Supporting Documentation for Juvenile Justice Crime Prevention Act Funding Claim

For the month of : [Month] 2025

Expenditure Category	Claimed to Date	Current Claim	Total Claimed
Salaries & Benefits			
[Description]	$0.00	-	$ -
[Description]	-	-	-
[Description]	-	-	-
Total Salary and Benefits	**$0.00**	**$0.00**	**$ -**
Services & Supplies			
[Description]	-	-	-
[Description]	-	-	-
[Description]	-	-	-
	$0.00	**$0.00**	**$ -**
Total	**$0.00**	**$0.00**	**$ -**

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BUDGET & FINANCE OFFICE

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

Funding - Reimbursement Request

To: County of Orange, Budget & Finance Office
Attn: Berta Tapia, Team Lead
Email: budget&finance@ceo.oc.gov
400 W. Civic Center Drive, Room 580
Santa Ana, CA 92701

Claim Submitted By:	
Organization	
Address	

Agreement Number:	
MA-017-	
Funding Year:	
FY	

Date of Claim:
Prepared by:
Contact Information:

Date	Description (include year of award)	Amount
	Expenditures for the month of [Month Year]	$0.00
	Total Claimed	$0.00
	Add: Prior Claims	$0.00
	YTD Claims	-
	Allocation Awarded:	$0.00
	Balance:	-

I hereby certify that this claim form is true and correct and is supported by accounting information and documentation held and available for review.		Expenditures authorized and approved by:	
Signature	Date	CEO Budget & Finance Approval	
Printed Name	Title	Printed Name	Date

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ATTACHMENT C – PROGRAM REPORTING REQUIREMENTS

Youth Participant Reporting

1. **Youth Enrollment | Entry into services**
   a. How many youths were referred to this program during the year
      i. If not applicable, state why
   b. What are the total number of entries into the program in the Fiscal Year =
   c. What is the total number of participants in the program in the Fiscal Year =
2. **Youth Demographics and Profiles at Service Entry | Record demographics of youth when they entered/enrolled in the program.**
   a. Age at Entry:
   b. Gender:
   c. Ethnicity (report out additional ethnicities if available)
3. **Current City of Residence for Each Participant**
4. **Exiting Youth | The total number of youths that left the program during the reporting period.**
   a. Total number of youths who left the program during the period a. Number of youths who successfully completed the program as defined in the application for funding
      i. Number of youths who did not complete the program as defined in the application for funding
      i. Number of youths who partially completed the program
      ii. Number of youths who did not make progress toward completion of the program
      iii. Number of youths who left the program for reasons unrelated to program
5. **Demographics and Profiles of Youth who Successfully Completed (based on 1a above data)**
   a. Gender of participants who successfully completed the program
   b. Ethnicity of participants who successfully completed the program
6. **Demographics and Profiles of Youth who did not complete the program (based on 1b above data)**
   a. Gender of participants who did not complete the program
   b. Ethnicity of participants who did not complete the program
7. **Average length of stay**
   a. Of those that successfully completed (reported in 1a), what is the average length of stay
8. **Outcomes**
   a. Based on the program description, report the program outcome(s) of the services being provided. Please ensure description is Specific, Measurable, Achievable and Agreed, Realistic, Timebound (SMART).
   b. How are you measuring these outcomes? (Identify a tool, scale, or other form of measurement being used and describe the frequency of administration).
   c. What are the outcomes? (Report the outcomes from the tool: baseline upon entry and results at exit/discharge if applicable).
9. **Challenges and Solutions**
   a. Challenge(s) your program has faced during this reporting period and solution(s) or possible solution(s) that addressed the challenge(s).
   b. Success Stories | Any success(es) you want to share - for example, an anecdotal story (please do not use PHI or PII in this narrative).

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.

a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).

b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).

c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.

a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:

- The stated reason or purpose for seeking access;
- The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
- Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
- The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
- The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
- The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
- The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.

a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.

a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.

b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. Requests for admission of media: Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. Requests for "media coverage": All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

Docusign Envelope ID: FBAB20B4-BA48-4ED3-871E-9D34ABAAC075

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY J. WAUTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (~~714~~) ~~935-7000~~
FAX (~~714~~) ~~935-7638~~
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

Docusign Envelope ID: 2A2AE5A5-63D2-476C-9347-427AE158D906

Agreement No. MA-017-26010661

BETWEEN
COUNTY OF ORANGE
AND
THE PRISM WAY
FOR
Grant Agreement for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs

This Grant Agreement No. MA-017-26010661 for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs ("Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "Grantor" or "County," and The Prism Way, a Community Based Organization, hereinafter referred to as "Grantee" or "Contractor," with Grantor/County and Grantee/Contractor referred to, separately as "Party," or collectively, as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Claim Form

Attachment C – Program Reporting Requirements

Attachment D – Orange County Juvenile Court Administrative Order: A-100-2-2013

Attachment E – Orange County Juvenile Court Administrative Order No. 12/003-903

RECITALS

WHEREAS, on July 23, 2025, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved an allocation of $225,000 from Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2025-26 to solicit applications for juvenile- based prevention and intervention programs from community-based organizations (JJCPA Funding Opportunity); and

WHEREAS, the OCJJCC and County Executive Office have established a JJCPA Funding Opportunity application and approval process whereby a committee comprised of public safety and community services stakeholders review the community-based organizations' applications and make funding recommendations to the OCJJCC; and

WHEREAS, on August 1, 2025, the JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests, with the submission period closing on August 31, 2025; and

WHEREAS, on October 23, 2025, the OCJJCC approved an increase to the total funding amount from $1,200,000 to $1,881,041 and awarded funding to nine applications received through the JJCPA Funding Opportunity; and

WHEREAS, as part of the JJCPA Funding Opportunity, GRANTEE will receive grant funds for a structure diversion program to support justice-involved youth and youth at risk of juvenile justice involvement.

NOW, THEREFORE, the Parties mutually agree as follows:

Docusign Envelope ID: 2A2AE5A5-63D2-476C-9347-427AE158D906

1. Term of Agreement:

The term of this Agreement begins on January 1, 2026, and terminates on December 31, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Services to be Provided:

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled "Scope of Services," attached hereto and incorporated herein by reference.

Contractor recognizes the nature of the work in a secured facility, if applicable, and assumes and accepts all risk of personal harm, injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such personal harm, injury, death and/or damage that may occur at the secured facility. Contractor shall ensure that its staff are aware of and adhere to County security procedures and relevant policies, including completing background checks prior to the commencement of services, if applicable.

3. Payment/Compensation:

a. The County will issue payment to the Grantee in the amount not to exceed $189,100("Grant Amount") upon receipt of Attachment B, Claim Form, which must be submitted by the end of each month. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

4. Governing Law and Venue:

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

5. Site Visits and Audits:

a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) access during normal working hours to all books, accounts, records, reports, files, financial records,

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supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Grantee for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection. A resulting audit report(s) and associated records may be subject to public disclosure pursuant to the California Records Act and Grantee is obligated to seek judicial review if it believes the records are privileged.

b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.

c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Grant Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.

d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.

6. Compliance with Grant Requirements:

The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by March 1, 2027, any funds Grantee has not used by December 31, 2026. The provisions of this paragraph shall survive termination of this Agreement.

7. 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; 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; and funding provided by the Juvenile Justice Crime Prevention Act and approval of the Orange County Juvenile Justice Coordinating Council. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

8. 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.

9. 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,

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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.

10. 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. 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, 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.

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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.

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.

11. 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).

12. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

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$1,000,000 combined Single Limit

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.

13. 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.***

14. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

15. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

16. 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.

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17. 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.

18. Certification:

Grantee hereby certifies that the following statements and responses are true:

a. The Grantee is a non-profit community-based organization whose mission includes serving the Orange County community by providing reentry related services.

b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.

19. 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.

20. Entire Contract:

This Agreement, including all attachments, 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 the parties unless authorized by the Parties in writing.

21. Amendments:

No alteration or variation of the terms of this Agreement 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.

22. 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

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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.

23. 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.

24. Defaults:

Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.

25. Signatures:

Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

Each Party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind their respective Party to each and every term, condition, and obligation of this Agreement and that all requirements of the Party have been fulfilled to provide such actual authority.

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 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.

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27. Juvenile Records Information:

Parties specifically agree to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment(s) D & E and incorporated herein by reference.

28. 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.

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 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:	The Prism Way
Attn:	Allen Burnett
Address:	1150 S Hope St. Los Angeles, CA 90015
Phone:	(310) 570-7490
Email:	allen@theprismway.org

County: County Executive Office – County Budget & Finance Office	
Attn:	Kim Engelby, Chief Financial Officer
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ocgov.com

cc: County Executive Office - CPO/Procurement Services	
Attn:	Janinne Boutte, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701

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Phone:	(714) 567-5116
Email:	janinne.boutte@ceo.oc.gov

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

THE PRISM WAY, a California Non-Profit Corporation

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.

Signed by:	Kristin Worthe	Chairperson	12/2/2025
	Name	Title	Date
Signed by: Allen Burnett EA7337B55B5F4AC...	Allen Burnett	Treasurer	12/2/2025
	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:

County Counsel

DocuSigned by: Annie Loo B7726751D1E947E...	Annie Loo	**Deputy**	12/2/2025
	Name	Title	Date

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ATTACHMENT A - SCOPE OF SERVICES

1. Purpose

Funding must be used for approved programs that promote juvenile justice in the areas of prevention, intervention, supervision, treatment and/or incarceration of system involved youth, reduce juvenile crime and supports resocialization, and fills a need in services or geographic areas that are underserved.

2. Program Objective

Pursuant to this Contract, Contractor shall provide targeted programming for Transitional-Aged Youth (TAY). focusing on prevention, intervention, and resocialization through evidence-based, trauma-informed, and peer-led programming. Contractor's approach shall emphasize dignity, lived experience, and the belief that positive transformation is possible for everyone. Programs shall be facilitated by Medi-Cal Certified Peer Support Specialists and both registered and certified Substance Use Disorder (SUD) counselors, all of whom have lived experience in the justice system. This continuum shall span prevention, intervention, resocialization and workforce development through programs such as Whole Integration of Self-Education (WISE), Criminals & Gang Members Anonymous (CGA), and Peer Support Specialist (PSS) Training.

3. Grantee's Responsibilities

A. Grantee shall partner with County staff, facility leadership, families, schools, survivors of crime, and community organizations to ensure continuity of care and real-world application of the skills youth gain inside. Involved partners/stakeholders include: Orange County Probation; Youth Guidance Center and Youth Leadership Academy facility leadership and staff; Orange County Health Care Agency; families and caregivers; local schools and alternative education programs; employers and workforce boards; community-based organizations (including recovery and youth-serving agencies); public safety partners; survivors of crime; and CalMHSA (for certification standards and exam access).

B. Grantee shall work with its partners to coordinate referrals, scheduling, data sharing (as available), and post-release linkages to reinforce resocialization and public safety.

C. WISE curriculum shall focus on cognitive and emotional skill development. Through weekly, 90-minute sessions, participants are encouraged to take a deep dive into the thought patterns, emotional triggers, and learned behaviors that drive their choices. By focusing on accountability and recovery, participants build a renewed sense of purpose and direction.

D. CGA curriculum shall frame criminality not as an identity, but as an addiction that can be addressed through honesty, accountability, and community. In this structure, participants begin to see themselves not as "offenders" but as individuals capable of recovery and contribution. By addressing criminal behavior at its roots, CGA empowers youth to break cycles of violence and foster safer, stronger communities

E. PSS Training shall be certified through CalMHSA to provide Medi-Cal Peer Support Specialist (PSS) training. This certification pathway creates a direct workforce track in behavioral health and recovery services, aligning with the Orange County Juvenile Justice Coordinating Council's (OCJJCC) focus on prevention, intervention, treatment, and resocialization. Participants shall begin training in custody

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through Grantee's PSS Foundations curriculum and will be eligible to complete the CalMHSA online certification exam prior to release. This model allows participants to leave custody as fully certified Peer Support Specialists, workforce-ready and credentialed for employment in behavioral health services.

4. Program Objectives

A. In the short term, participants demonstrate improved decision-making, increased emotional regulation, and a greater sense of personal accountability. Participants complete Resilience and Relapse Prevention Plans, identify positive support networks, and—through CGA—begin to practice amends and restorative accountability.

B. For those engaged in PSS training, the outcomes extend even further: Participants leave custody with insight and a recognized Medi-Cal certification, ready to enter the behavioral health workforce as community healers.

C. Over time, these programs reduce impulsive behavior, lower the likelihood of reoffending, and prepare participants for successful reentry. Families benefit from renewed hope and stability, while communities experience greater safety and cohesion as participants transition into positive roles.

D. Through Contractor's Alumni Network, provide ongoing mentorship and connection, creating a resocialized ecosystem where participants remain supported long after release. By linking prevention (WISE), intervention (CGA), and workforce development (PSS), Contractor shall create a continuum of care that addresses immediate needs while opening long-term opportunities.

5. Performance Outcomes

A. WISE

1. Strengthen self-awareness and emotional regulation: By week 8, at least 65% of participants will be able to identify three emotions and demonstrate one calming skill during group sessions.

2. Reframe and replace negative thought patterns: By week 8, at least 70% of participants will be able to identify three automatic negative thoughts and provide healthier alternatives.

3. Build coping strategies and resilience: By week 8, at least 70% will complete a written Resilience Plan that includes two triggers, three coping strategies, and three positive supports.

4. Family Engagement: At least 80% of families will participate in individual or family counseling within one year. Outcomes will be measured by pre- and post-surveys, with at least 75% of participants reporting improved communication and stronger supervision in the home.

5. Develop a growth mindset and accountability: By program completion, at least 65% will show improvement on a brief growth-mindset checklist and describe one way accountability supports their goals.

B. CGA

1. Understand and reflect on criminal thinking: By week 8, at least 60% of participants will complete a reflection that identifies root causes of their criminal behavior and connects them to O/C/P patterns.

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2. Build accountability through understanding and practicing amends: By week 8, at least 60% will describe the three forms of amends—direct, indirect, and living—and complete a short plan for how they could practice at least one in their own life.

3. Strengthen relapse prevention through support networks: By week 8, at least 70% will complete a Relapse Prevention Plan that includes at least 10 positive supports, three replacement strategies for high-risk behavior, and steps for ongoing accountability.

4. Develop healthy conflict resolution skills: By week 8, at least 65% will identify and demonstrate at least three healthy conflict resolution strategies (e.g., pause, deep breathing, peer support, seeking staff help).

C. Peer Support Specialist Training

1. Build workforce readiness through PSS Foundations training: By quarter's end, at least 75% of enrolled participants will complete the asynchronous PSS Foundations curriculum (12–16 hours) delivered inside custody.

2. Prepare participants for the state certification exam: By completion of the Foundations module, at least 70% will pass a practice exam with a score of 80% or higher, demonstrating readiness for the official CalMHSA certification exam.

3. Support pre-release certification opportunities: At least 60% of eligible participants will sit for the CalMHSA online certification exam before release, and at least 50% will earn full Medi-Cal Peer Support Specialist certification while still in custody.

4. Develop leadership and career pathways: By week 8, at least 65% will lead a 5–10 minute peer activity (check-in, share, or cofacilitation) and outline two education/employment goals aligned with workforce entry.

5. Ensure continuity and alumni engagement post-release: At release, 100% of PSS graduates will be welcomed into The Prism Way PSS Alumni Network (resocialized ecosystem), with at least 80% receiving a documented warm handoff to a CalMHSA-approved provider, employer, or alumni mentor.

6. Budget

Program Costs	Total
Salaries and Benefits	$168,050
Services & Supplies	$21,050
Total Program Costs	**$189,100**

7. Reporting Requirements

Attachment C, Program Reporting Requirements apply to all JJCPA funded programs. Reported performance metrics and outcomes will be included in the OCJJCC Quarterly and Annual Reports. The County and Grantee will meet within 30 days of the execution of this agreement to determine what performance metrics and outcomes will be required to track and report.

The data must be entered into the County's online data reporting system. Access to the data reporting system will be provided to up to two users for the Grantee. Access will be provided subsequent to the meeting discussed above.

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Required data shall be submitted quarterly as follows:

Quarter Period Ending:	**Due on or Before:**
3/31/2026	4/15/2026
6/30/2026	7/15/2026
9/30/2026	10/15/2026
12/31/2026 (final)	1/31/2026

ATTACHMENT B – CLAIM FORM

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

JJCPA FUNDING GUIDELINES

The JJCPA was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and system involved youth (Gov. Code, § 30061, subd. (b)(4).) JJCPA funds are available to address a continuum of responses including prevention, intervention, supervision, and incarceration. State law requires that JJCPA-funded programs be modeled on strategies that have demonstrated effectiveness in curbing juvenile delinquency. JJCPA relies on a collaboration between the state, local agencies, and stakeholders (i.e. community-based organizations, families, educators, etc.). Local officials and stakeholders determine where to direct resources through an interagency planning process. Local agencies and community-based organizations deliver programs and services. This partnership acknowledges the value the state places on local discretion and multiagency collaboration in addressing the problem of juvenile crime in California's communities.

Claiming Guidelines

To request reimbursement for the awarded amount, a claim must be submitted for the approved scope of work as outlined in the agreement. The claim must include the supporting documentation form demonstrating that the costs have been incurred. Attachment B has been provided to the Grantee in Excel for convenience of processing. The Request Claim Form must be signed in DocuSign or with a wet signature.

1) ***Supporting Documentation***

Complete the requested information in the *Supporting Documentation* tab

1.1) Organization Name
- Enter the Organization Name

1.2) Month
- Enter the month the expenditures are being claimed for

1.3) Salaries & Benefits
- Enter the total Salaries & Benefits claimed to date
- Enter the current Salaries & Benefits for the current month

1.4) Services & Supplies
- Enter the total Services & Supplies claimed to date
- Enter the current Services & Supplies for the current month

2) ***Claim Request Form***
- Verify the data auto populated from the Supporting Documentation tab
- Enter the Allocation Awarded amount in Row 32
- Sign the Request Claim Form
- Email the entire worksheet to: budget&finance@ceo.oc.gov

Timing of Claims

It is expected that funds awarded will be expended within 12 months of notification of Board of Supervisors approval. Claims must be submitted per the frequency indicated in the approved agreement. If any funds remain unspent at that time, justification will be requested to maintain the allocation and will require OC Juvenile Justice Coordination Council approval. Similarly, amounts awarded and no longer needed will revert back to the JJCPA Fund for future uses and may not be substituted for other needs.

Submitting Claims

Signed claims and supporting documentation form must be submitted electronically to the CEO Budget and Finance Office at budget&finance@ceo.oc.gov

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[Organization Name]

Supporting Documentation for Juvenile Justice Crime Prevention Act Funding Claim

For the month of : [Month] 2025

Expenditure Category	Claimed to Date	Current Claim	Total Claimed
Salaries & Benefits			
[Description]	$0.00	-	$ -
[Description]	-	-	-
[Description]	-	-	-
Total Salary and Benefits	**$0.00**	**$0.00**	**$ -**
Services & Supplies			
[Description]	-	-	-
[Description]	-	-	-
[Description]	-	-	-
	$0.00	**$0.00**	**$ -**
Total	**$0.00**	**$0.00**	**$ -**

BUDGET & FINANCE OFFICE

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

Funding - Reimbursement Request

To: County of Orange, Budget & Finance Office
Attn: Berta Tapia, Team Lead
Email: budget&finance@ceo.oc.gov
400 W. Civic Center Drive, Room 580
Santa Ana, CA 92701

Claim Submitted By:	
Organization	
Address	

Date of Claim:
Prepared by:
Contact Information:

Agreement Number:	
MA-017-	
Funding Year:	
FY	

Date	Description (include year of award)	Amount
	Expenditures for the month of [Month Year]	$0.00
	Total Claimed	$0.00
	Add: Prior Claims	$0.00
	YTD Claims	-
	Allocation Awarded:	$0.00
	Balance:	-

I hereby certify that this claim form is true and correct and is supported by accounting information and documentation held and available for review.		Expenditures authorized and approved by:	
Signature	Date	CEO Budget & Finance Approval	
Printed Name	Title	Printed Name	Date

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ATTACHMENT C – PROGRAM REPORTING REQUIREMENTS

Youth Participant Reporting

1. **Youth Enrollment | Entry into services**
   a. How many youths were referred to this program during the year
      i. If not applicable, state why
   b. What are the total number of entries into the program in the Fiscal Year =
   c. What is the total number of participants in the program in the Fiscal Year =
2. **Youth Demographics and Profiles at Service Entry | Record demographics of youth when they entered/enrolled in the program.**
   a. Age at Entry:
   b. Gender:
   c. Ethnicity (report out additional ethnicities if available)
3. **Current City of Residence for Each Participant**
4. **Exiting Youth | The total number of youths that left the program during the reporting period.**
   a. Total number of youths who left the program during the period a. Number of youths who successfully completed the program as defined in the application for funding
      i. Number of youths who did not complete the program as defined in the application for funding
      i. Number of youths who partially completed the program
      ii. Number of youths who did not make progress toward completion of the program
      iii. Number of youths who left the program for reasons unrelated to program
5. **Demographics and Profiles of Youth who Successfully Completed (based on 1a above data)**
   a. Gender of participants who successfully completed the program
   b. Ethnicity of participants who successfully completed the program
6. **Demographics and Profiles of Youth who did not complete the program (based on 1b above data)**
   a. Gender of participants who did not complete the program
   b. Ethnicity of participants who did not complete the program
7. **Average length of stay**
   a. Of those that successfully completed (reported in 1a), what is the average length of stay
8. **Outcomes**
   a. Based on the program description, report the program outcome(s) of the services being provided. Please ensure description is Specific, Measurable, Achievable and Agreed, Realistic, Timebound (SMART).
   b. How are you measuring these outcomes? (Identify a tool, scale, or other form of measurement being used and describe the frequency of administration).
   c. What are the outcomes? (Report the outcomes from the tool: baseline upon entry and results at exit/discharge if applicable).
9. **Challenges and Solutions**
   a. Challenge(s) your program has faced during this reporting period and solution(s) or possible solution(s) that addressed the challenge(s).
   b. Success Stories | Any success(es) you want to share - for example, an anecdotal story (please do not use PHI or PII in this narrative).

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.

a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).

b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).

c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.

a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:

- The stated reason or purpose for seeking access;
- The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
- Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
- The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
- The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
- The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
- The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.

a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.

a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.

b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. Requests for admission of media: Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. Requests for "media coverage": All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY: J. WAUTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
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Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

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Agreement No. MA-017-26010660

BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY BAR FOUNDATION DBA PROJECT YOUTH OC
FOR
Grant Agreement for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs

This Grant Agreement No. MA-017-26010660 for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs ("Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "Grantor" or "County," and Orange County Bar Foundation dba Project Youth OC, a Community Based Organization, hereinafter referred to as "Grantee" or "Contractor," with Grantor/County and Grantee/Contractor referred to, separately as "Party," or collectively, as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Claim Form

Attachment C – Program Reporting Requirements

Attachment D – Orange County Juvenile Court Administrative Order: A-100-2-2013

Attachment E – Orange County Juvenile Court Administrative Order No. 12/003-903

RECITALS

WHEREAS, on July 23, 2025, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved an allocation of $225,000 from Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2025-26 to solicit applications for juvenile- based prevention and intervention programs from community-based organizations (JJCPA Funding Opportunity); and

WHEREAS, the OCJJCC and County Executive Office have established a JJCPA Funding Opportunity application and approval process whereby a committee comprised of public safety and community services stakeholders review the community-based organizations' applications and make funding recommendations to the OCJJCC; and

WHEREAS, on August 1, 2025, the JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests, with the submission period closing on August 31, 2025; and

WHEREAS, on October 23, 2025, the OCJJCC approved an increase to the total funding amount from $1,200,000 to $1,881,041 and awarded funding to nine applications received through the JJCPA Funding Opportunity; and

WHEREAS, as part of the JJCPA Funding Opportunity, GRANTEE will receive grant funds for a structure diversion program to support justice-involved youth and youth at risk of juvenile justice involvement.

NOW, THEREFORE, the Parties mutually agree as follows:

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1. Term of Agreement:

The term of this Agreement begins on January 1, 2026, and terminates on December 31, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Services to be Provided:

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled "Scope of Services," attached hereto and incorporated herein by reference.

Contractor recognizes the nature of the work in a secured facility, if applicable, and assumes and accepts all risk of personal harm, injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such personal harm, injury, death and/or damage that may occur at the secured facility. Contractor shall ensure that its staff are aware of and adhere to County security procedures and relevant policies, including completing background checks prior to the commencement of services, if applicable.

3. Payment/Compensation:

a. The County will issue payment to the Grantee in the amount not to exceed $224,939("Grant Amount") upon receipt of Attachment B, Claim Form, which must be submitted by the end of each month. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

4. Governing Law and Venue:

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

5. Site Visits and Audits:

a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) access during normal working hours to all books, accounts, records, reports, files, financial records,

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supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Grantee for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection. A resulting audit report(s) and associated records may be subject to public disclosure pursuant to the California Records Act and Grantee is obligated to seek judicial review if it believes the records are privileged.

b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.

c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Grant Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.

d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.

6. Compliance with Grant Requirements:

The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by March 1, 2027, any funds Grantee has not used by December 31, 2026. The provisions of this paragraph shall survive termination of this Agreement.

7. 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.

8. 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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9. 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. 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, 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.

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.

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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.

10. 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).

11. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

$1,000,000 combined Single Limit

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.

12. Workers' Compensation

Minimum limits and coverage

Statutory

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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.***

13. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

14. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

15. 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.

16. 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

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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.

17. Certification:

Grantee hereby certifies that the following statements and responses are true:

a. The Grantee is a non-profit community-based organization whose mission includes serving the Orange County community by providing reentry related services.

b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.

18. 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.

19. Entire Contract:

This Agreement, including all attachments, 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 the parties unless authorized by the Parties in writing.

20. Amendments:

No alteration or variation of the terms of this Agreement 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.

21. 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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22. 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.

23. Defaults:

Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.

24. Signatures:

Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

Each Party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind their respective Party to each and every term, condition, and obligation of this Agreement and that all requirements of the Party have been fulfilled to provide such actual authority.

25. 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 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.

26. Juvenile Records Information:

Parties specifically agree to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment(s) D & E and incorporated herein by reference.

27. 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

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part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

28. 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:	Orange County Bar Foundation dba Project Youth OC
Attn:	Manuel Gutierrez
Address:	1605 E 17th St. Santa Ana, CA 92705
Phone:	(714) 480-1925
Email:	manuel@pyoc.org

County: County Executive Office – County Budget & Finance Office	
Attn:	Kim Engelby, Chief Financial Officer
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ocgov.com

cc: County Executive Office - CPO/Procurement Services	
Attn:	Janinne Boutte, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 567-5116
Email:	janinne.boutte@ceo.oc.gov

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

ORANGE COUNTY BAR FOUNDATION DBA PROJECT YOUTH OC, a California Non-Profit Corporation

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.

Signed by: Wesley Polischuk	Wesley Polischuk	President	12/5/2025
	Name	Title	Date
Signed by: Jessica Garland 6C3E519385E5480...	Jessica Garland	Secretary	12/7/2025
	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
County Counsel

DocuSigned by: Annie Loo B7726751D1E947E...	Annie Loo	**Deputy**	12/8/2025
	Name	Title	Date

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ATTACHMENT A - SCOPE OF SERVICES

1. Purpose

Funding must be used for approved programs that promote juvenile justice in the areas of prevention, intervention, supervision, treatment and/or incarceration of system involved youth, reduce juvenile crime and supports resocialization, and fills a need in services or geographic areas that are underserved.

2. Program Objective

Pursuant to this Contract, Contractor shall provide expanded juvenile diversion program services, Project Self, a college and career success program, and a Parent Enrichment Program. Together, these programs shall align directly with the OCJJCC's goals to reduce juvenile crime, promote youth resocialization, and close critical service gaps for justice-involved youth and their families in underserved communities.

3. Grantee's Responsibilities

A. Through Grantee's Project Self program, Grantee shall assist at-risk, transitional-aged youth (ages 16+) to build the essential life and career skills needed to thrive in adulthood. Grantee shall establish a clear pathway to higher education, job training, or employment. Project Self shall focus on helping participants overcome barriers, explore career interests, and successfully enroll in a post-secondary educational or career pathway that aligns with their goals.

B. Grantee shall provide services on an ongoing basis and provide up to twelve (12) sessions of trauma-informed, individualized case management, adapted from the evidence-based Adolescent Community Reinforcement Approach. Case management shall focus on future planning, career exploration, and post-secondary educational access. Participants shall engage in mentorship, paid internships, and life-skills workshops that encourage stability, self-confidence, and a sense of direction.

C. Case managers shall guide participants through nine (9) transformative milestones designed to promote long-term self-sufficiency and post-diversion success.

1. Intake & Rapport Building—Services begin as case managers meet with youth and caregivers to lay the foundation for meaningful engagement. Case managers evaluate youth's strengths, needs, and goals, enabling the creation of an individualized service plan.

2. Personalized Planning & Goal Setting—Youth identify meaningful academic and career goals. Case managers introduce goal-setting strategies that emphasize the power of small wins to build momentum.

3. Stress Management and Problem-Solving—Youth develop skills to navigate challenges while continuing their career exploration.

4. Career Exploration & Career Planning—Youth put their goals into action by applying to college, securing internships, or exploring apprenticeships. Youth are introduced to experiential opportunities like job shadowing/informational interviews and are connected to community resources including job fairs and mentorships.

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5. Job Readiness and Interview Skills—Youth receive hands-on support with resume writing, mock interviews, and job applications. They are also introduced to community support systems that include mentors, networking groups, and peer connections.

6. Financial Literacy—Youth gain financial management skills (including budgeting, understanding credit, navigating debt) and learn how to access scholarships and financial aid.

7. Networking & Community Connection—Youth expand their network by connecting with mentors, professionals, and peer support systems.

8. Transition Planning & Adjustments—Staff provide continued guidance with job interviews, college or internship applications, and financial aid. Concrete steps are taken toward youth's chosen post-secondary education or career choice.

9. Final Review & Long-Term Career Planning—The program concludes with a session to celebrate achievements and focus on long-term career planning, continued education, and the next steps toward self-sufficiency. Youth are invited to join our alumni network, which offers optional ongoing mentorship, professional connections, and peer support.

D. Grantee's Parent Enrichment Program shall provide culturally responsive workshops that are offered monthly in English or Spanish. The program shall be developed with input from Grantee's Parent Advisory Group, comprised of families who have directly experienced the justice system.

E. Parent Enrichment Program workshops shall be designed to meet caregivers where they are and equip them with practical tools to create safer, more structured home environments. Caregivers shall exit the program with an improved understanding of their rights and responsibilities and greater awareness of how to support their child's long-term success.

F. Grantee shall partner with local law enforcement agencies for referrals of at-risk youth, local school districts to provide diversion services for students exhibiting behavioral concerns, and collaborate with their established list of over 50 established and preferred referral partners throughout the county to connect participants with supportive services tailored to their needs.

4. <u>Program Objectives</u>

A. Project Youth OC's Project Self and Parent Enrichment Program are designed to generate lasting, measurable outcomes that directly advance the OCJJCC's mission to reduce juvenile crime and promote youth resocialization. Through individualized case management, mentoring, paid internships, and family-centered workshops, the programs target critical protective factors such as educational engagement, career readiness, emotional regulation, and family stability, all of which are proven to lower the risk of recidivism.

B. Short-term Project Self outcomes shall include:

1. 80% of participating youth will gain clarity on their educational and career goals within 6 months of entering the program.

2. 80% of youth will complete at least two key workforce or education milestones within 3-months of enrollment.

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3. 90% of youth will remain free from new system involvement at a six-month follow-up post-diversion.

C. Short-term outcomes for our Parent Enrichment Program will include:

1. 80% of participating caregivers will report increased confidence in navigating their child's needs at a sixmonth follow-up post-diversion.

2. 70% of caregivers will report improved family communication at a six-month follow-up post-diversion.

3. 70% of caregivers will report strengthened parenting skills at a six-month follow-up post-diversion.

D. Program Objectives shall lead to lower rates of reoffending, increased financial independence, higher rates of high school and college graduation, and reduced burden on the justice system. By extending support beyond diversion services, Project Self and the Parent Enrichment Program shall provide youth with clear pathways to success while equipping caregivers with the tools needed to maintain structure and accountability at home.

5. Performance Outcomes

a. Provide up to 12 sessions of intensive case management to 30 post-diversion youth. 80% of participating youth will report increased readiness to pursue college, career, or trade pathways, within 6 months of enrollment in Project Self.

b. Offer 8+ parenting workshops annually, each attended by 50+ caregivers of post-diversion youth. 75% of participating caregivers will report improved communication and parenting confidence. Year-round delivery, tracked quarterly.

c. Provide 30 post-diversion youth with access to paid internships, job readiness workshops, or postsecondary enrollment. 90% of participating youth will enroll/plan to enroll in a vocational program, trade school, community college, or 4-year university. This outcome is ongoing, with peak delivery during summer (June–August).

d. Conduct six-month post-exit follow-ups with 30 post-diversion youth. 80% of participants will report no new justice involvement 6-month post-diversion follow-up.

6. Budget

Program Costs	Total
Salaries and Benefits	$149,939
Services & Supplies	$75,000
Total Program Costs	**$224,939**

7. Reporting Requirements

Attachment C, Program Reporting Requirements apply to all JJCPA funded programs. Reported performance metrics and outcomes will be included in the OCJJCC Quarterly and Annual Reports. The County and Grantee will meet within 30 days of the execution of this agreement to determine what performance metrics and outcomes will be required to track and report.

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The data must be entered into the County's online data reporting system. Access to the data reporting system will be provided to up to two users for the Grantee. Access will be provided subsequent to the meeting discussed above.

Required data shall be submitted quarterly as follows:

Quarter Period Ending:	**Due on or Before:**
3/31/2026	4/15/2026
6/30/2026	7/15/2026
9/30/2026	10/15/2026
12/31/2026 (final)	1/31/2026

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ATTACHMENT B – CLAIM FORM

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

JJCPA FUNDING GUIDELINES

The JJCPA was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and system involved youth (Gov. Code, § 30061, subd. (b)(4).) JJCPA funds are available to address a continuum of responses including prevention, intervention, supervision, and incarceration. State law requires that JJCPA-funded programs be modeled on strategies that have demonstrated effectiveness in curbing juvenile delinquency. JJCPA relies on a collaboration between the state, local agencies, and stakeholders (i.e. community-based organizations, families, educators, etc.). Local officials and stakeholders determine where to direct resources through an interagency planning process. Local agencies and community-based organizations deliver programs and services. This partnership acknowledges the value the state places on local discretion and multiagency collaboration in addressing the problem of juvenile crime in California's communities.

Claiming Guidelines

To request reimbursement for the awarded amount, a claim must be submitted for the approved scope of work as outlined in the agreement. The claim must include the supporting documentation form demonstrating that the costs have been incurred. Attachment B has been provided to the Grantee in Excel for convenience of processing. The Request Claim Form must be signed in DocuSign or with a wet signature.

1) *Supporting Documentation*

Complete the requested information in the *Supporting Documentation* tab

1.1) Organization Name
- Enter the Organization Name

1.2) Month
- Enter the month the expenditures are being claimed for

1.3) Salaries & Benefits
- Enter the total Salaries & Benefits claimed to date
- Enter the current Salaries & Benefits for the current month

1.4) Services & Supplies
- Enter the total Services & Supplies claimed to date
- Enter the current Services & Supplies for the current month

2) *Claim Request Form*
- Verify the data auto populated from the Supporting Documentation tab
- Enter the Allocation Awarded amount in Row 32
- Sign the Request Claim Form
- Email the entire worksheet to: budget&finance@ceo.oc.gov

Timing of Claims

It is expected that funds awarded will be expended within 12 months of notification of Board of Supervisors approval. Claims must be submitted per the frequency indicated in the approved agreement. If any funds remain unspent at that time, justification will be requested to maintain the allocation and will require OC Juvenile Justice Coordination Council approval. Similarly, amounts awarded and no longer needed will revert back to the JJCPA Fund for future uses and may not be substituted for other needs.

Submitting Claims

Signed claims and supporting documentation form must be submitted electronically to the CEO Budget and Finance Office at budget&finance@ceo.oc.gov

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[Organization Name]

Supporting Documentation for Juvenile Justice Crime Prevention Act Funding Claim

For the month of : [Month] 2025

Expenditure Category	Claimed to Date	Current Claim	Total Claimed
Salaries & Benefits			
[Description]	$0.00	-	$ -
[Description]	-	-	-
[Description]	-	-	-
Total Salary and Benefits	**$0.00**	**$0.00**	**$ -**
Services & Supplies			
[Description]	-	-	-
[Description]	-	-	-
[Description]	-	-	-
	$0.00	**$0.00**	**$ -**
Total	**$0.00**	**$0.00**	**$ -**

Attachment D

BUDGET & FINANCE OFFICE

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

Funding - Reimbursement Request

To: County of Orange, Budget & Finance Office
Attn: Berta Tapia, Team Lead
Email: budget&finance@ceo.oc.gov
400 W. Civic Center Drive, Room 580
Santa Ana, CA 92701

Claim Submitted By:	
Organization	
Address	

Date of Claim:
Prepared by:
Contact Information:

Agreement Number:	
MA-017-	
Funding Year:	
FY	

Date	Description (include year of award)	Amount
	Expenditures for the month of [Month Year]	$0.00
	Total Claimed	$0.00
	Add: Prior Claims	$0.00
	YTD Claims	-
	Allocation Awarded:	$0.00
	Balance:	-

I hereby certify that this claim form is true and correct and is supported by accounting information and documentation held and available for review.		Expenditures authorized and approved by:	
Signature	Date	CEO Budget & Finance Approval	
Printed Name	Title	Printed Name	Date

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ATTACHMENT C – PROGRAM REPORTING REQUIREMENTS

Youth Participant Reporting

1. **Youth Enrollment | Entry into services**
   a. How many youths were referred to this program during the year
      i. If not applicable, state why
   b. What are the total number of entries into the program in the Fiscal Year =
   c. What is the total number of participants in the program in the Fiscal Year =
2. **Youth Demographics and Profiles at Service Entry | Record demographics of youth when they entered/enrolled in the program.**
   a. Age at Entry:
   b. Gender:
   c. Ethnicity (report out additional ethnicities if available)
3. **Current City of Residence for Each Participant**
4. **Exiting Youth | The total number of youths that left the program during the reporting period.**
   a. Total number of youths who left the program during the period a. Number of youths who successfully completed the program as defined in the application for funding
      i. Number of youths who did not complete the program as defined in the application for funding
      i. Number of youths who partially completed the program
      ii. Number of youths who did not make progress toward completion of the program
      iii. Number of youths who left the program for reasons unrelated to program
5. **Demographics and Profiles of Youth who Successfully Completed (based on 1a above data)**
   a. Gender of participants who successfully completed the program
   b. Ethnicity of participants who successfully completed the program
6. **Demographics and Profiles of Youth who did not complete the program (based on 1b above data)**
   a. Gender of participants who did not complete the program
   b. Ethnicity of participants who did not complete the program
7. **Average length of stay**
   a. Of those that successfully completed (reported in 1a), what is the average length of stay
8. **Outcomes**
   a. Based on the program description, report the program outcome(s) of the services being provided. Please ensure description is Specific, Measurable, Achievable and Agreed, Realistic, Timebound (SMART).
   b. How are you measuring these outcomes? (Identify a tool, scale, or other form of measurement being used and describe the frequency of administration).
   c. What are the outcomes? (Report the outcomes from the tool: baseline upon entry and results at exit/discharge if applicable).
9. **Challenges and Solutions**
   a. Challenge(s) your program has faced during this reporting period and solution(s) or possible solution(s) that addressed the challenge(s).
   b. Success Stories | Any success(es) you want to share - for example, an anecdotal story (please do not use PHI or PII in this narrative).

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.

a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).

b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).

c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.

a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:

- The stated reason or purpose for seeking access;
- The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
- Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
- The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
- The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
- The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
- The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.

a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.

a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.

b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. Requests for admission of media: Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. Requests for "media coverage": All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY: J. WAUTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (~~714~~) ~~935-7000~~
FAX (~~714~~) ~~935-7638~~
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

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Agreement No. MA-017-26010663

BETWEEN
COUNTY OF ORANGE
AND
CELL DOGS, INC.
FOR
Grant Agreement for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs

This Grant Agreement No. MA-017-26010663 for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs ("Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "Grantor" or "County," and Cell Dogs, Inc., a Community Based Organization, hereinafter referred to as "Grantee" or "Contractor," with Grantor/County and Grantee/Contractor referred to, separately as "Party," or collectively, as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Claim Form

Attachment C – Program Reporting Requirements

Attachment D – Orange County Juvenile Court Administrative Order: A-100-2-2013

Attachment E – Orange County Juvenile Court Administrative Order No. 12/003-903

RECITALS

WHEREAS, on July 23, 2025, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved an allocation of $225,000 from Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2025-26 to solicit applications for juvenile- based prevention and intervention programs from community-based organizations (JJCPA Funding Opportunity); and

WHEREAS, the OCJJCC and County Executive Office have established a JJCPA Funding Opportunity application and approval process whereby a committee comprised of public safety and community services stakeholders review the community-based organizations' applications and make funding recommendations to the OCJJCC; and

WHEREAS, on August 1, 2025, the JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests, with the submission period closing on August 31, 2025; and

WHEREAS, on October 23, 2025, the OCJJCC approved an increase to the total funding amount from $1,200,000 to $1,881,041 and awarded funding to nine applications received through the JJCPA Funding Opportunity; and

WHEREAS, as part of the JJCPA Funding Opportunity, GRANTEE will receive grant funds for a structure diversion program to support justice-involved youth and youth at risk of juvenile justice involvement.

NOW, THEREFORE, the Parties mutually agree as follows:

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1. Term of Agreement:

The term of this Agreement begins on January 1, 2026, and terminates on December 31, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Services to be Provided:

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled "Scope of Services," attached hereto and incorporated herein by reference.

Contractor recognizes the nature of the work in a secured facility, if applicable, and assumes and accepts all risk of personal harm, injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such personal harm, injury, death and/or damage that may occur at the secured facility. Contractor shall ensure that its staff are aware of and adhere to County security procedures and relevant policies, including completing background checks prior to the commencement of services, if applicable.

3. Payment/Compensation:

a. The County will issue payment to the Grantee in the amount not to exceed $146,320 ("Grant Amount") upon receipt of Attachment B, Claim Form, which must be submitted by the end of each month. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

4. Governing Law and Venue:

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

5. Site Visits and Audits:

a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) access during normal working hours to all books, accounts, records, reports, files, financial records,

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supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Grantee for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection. A resulting audit report(s) and associated records may be subject to public disclosure pursuant to the California Records Act and Grantee is obligated to seek judicial review if it believes the records are privileged.

b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.

c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Grant Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.

d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.

6. Compliance with Grant Requirements:

The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by March 1, 2027, any funds Grantee has not used by December 31, 2026. The provisions of this paragraph shall survive termination of this Agreement.

7. 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; 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; and funding provided by the Juvenile Justice Crime Prevention Act and approval of the Orange County Juvenile Justice Coordinating Council. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

8. 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.

9. 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,

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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.

County agrees to indemnify, defend, and hold Contractor 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 County pursuant to this Contract.

If judgment is entered against County and Contractor by a court of competent jurisdiction because of the concurrent active negligence of Contractor, County and Contractor agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

10. General 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 (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.

11. Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

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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.

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 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds.

B. A primary 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.

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.

All insurance policies required by this Contract shall give the County of Orange 30 days' notice in the event of cancellation and ten days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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 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 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.

12. 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.

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13. 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.

14. Certification:

Grantee hereby certifies that the following statements and responses are true:

a. The Grantee is a non-profit community-based organization whose mission includes serving the Orange County community by providing reentry related services.

b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.

15. 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.

16. Entire Contract:

This Agreement, including all attachments, 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 the parties unless authorized by the Parties in writing.

17. Amendments:

No alteration or variation of the terms of this Agreement 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.

18. 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

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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.

19. 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.

20. Defaults:

Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.

21. Signatures:

Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

Each Party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind their respective Party to each and every term, condition, and obligation of this Agreement and that all requirements of the Party have been fulfilled to provide such actual authority.

22. 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 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.

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23. Juvenile Records Information:

Parties specifically agree to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment(s) D & E and incorporated herein by reference.

24. 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.

25. 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:	Cell Dogs, Inc.
Attn:	Hanna Kiss
Address:	12611 Fischbeck Circle North Tustin, CA 92705
Phone:	(949) 877-4882
Email:	hanna@celldogs.org

County: County Executive Office – County Budget & Finance Office	
Attn:	Kim Engelby, Chief Financial Officer
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ocgov.com

cc: County Executive Office - CPO/Procurement Services	
Attn:	Janinne Boutte, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701

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Phone:	(714) 567-5116
Email:	janinne.boutte@ceo.oc.gov

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

CELL DOGS, INC., a California Non-Profit Corporation

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.

DocuSigned by: Janette Thomas	Janette Thomas	Chairman of the Board	12/11/2025
Signature	Name	Title	Date
Signed by: Hanna Kiss 32C71DAEB4C7474...	Hanna Kiss	Secretary	12/11/2025
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
County Counsel

DocuSigned by: Annie Loo B7726751D1E947E...	Annie Loo	**Deputy**	12/11/2025
Signature	Name	Title	Date

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ATTACHMENT A - SCOPE OF SERVICES

1. Purpose

Funding must be used for approved programs that promote juvenile justice in the areas of prevention, intervention, supervision, treatment and/or incarceration of system involved youth, reduce juvenile crime and supports resocialization, and fills a need in services or geographic areas that are underserved.

2. Program Objective

Pursuant to this Contract, Contractor shall partner with Orange County Probation Department (Probation) to work with currently incarcerated youth and adults, ages 13-24, to provide rehabilitation services through training and education. Contractor shall provide these services through a two-part curriculum-based dog training program led by adults with lived incarceration experience. The 14-week program is comprised of 4 weeks of instruction and 10 weeks of hands-on training.

3. Grantee's Responsibilities

A. Grantee shall serve 25-30 youth, providing both life and workforce skills development for successful reentry through hands-on-training with Grantee provided dogs. Grantee shall:

1. Screen and select dog candidates for temperament, behavior, and future adoptability in support of the goal of securing placement with a forever family
2. In collaboration with staff from Probation facilities, match youth with dog candidates;
3. Conduct an initial four-week training period with youth in a group or classroom setting;
4. Upon successful completion of the initial four-week training period, continue with a subsequent 10-week training period with youth and dog candidates in a group or classroom setting. During this training period, the dogs will stay with the youth 24/7;
5. Upon successful completion of the training curriculum: certify dog candidates as adoptable to the general public through the Cell Dogs Youth Rehabilitation Through Dog Training Services.

B. Grantee shall provide at least three (3) 14-week training cycles per year.

C. To further aid the post-release needs of the youth population, Grantee will develop a Job Readiness Workshop focusing on Behavior modification, Attitude adjustment, Re-entry skills, and Knowledge (BARK workshop), to set up participants for successful employment in this specific industry. Grantee will work to establish relationships with potential employers to guide youth toward community employment opportunities. BARK will be developed and presented to stakeholders in Probation by 2026 Q2, and offered at least once before 12/30/2026 in locations deemed fit by Probation.

D. Grantee shall report results semi-annually.

4. Program Objectives

A. Through the 14-week program, participants will:

1. Earn certificates of completion, endorsed by the California Community College Chancellor's Office.

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2. Acquire critical life and work skills, including accountability, responsibility, time management, perseverance, empathy and self-confidence.

3. Benefit from the therapeutic impact of working closely with dogs, reducing stress, depression, and behavioral challenges while building emotional regulation.

4. By completing the BARK workshop, participants will graduate with practical employment tools including but not limited to completed resumes, interview practice, and direct connections to community employers in the pet care field.

5. Performance Outcomes

a. At least 80% of youth enrolled in the program will complete the 14-week, earning a Certificate of Completion endorsed by the California Community College Chancellor's Office.

b. 100% of program participants will be offered to participate in the BARK workshop for a minimum of once a year.

6. Budget

Program Costs	Total
Salaries and Benefits	$108,000
Services & Supplies	$38,320
Total Program Costs	**$146,320**

7. Reporting Requirements

Attachment C, Program Reporting Requirements apply to all JJCPA funded programs. Reported performance metrics and outcomes will be included in the OCJJCC Quarterly and Annual Reports. The County and Grantee will meet within 30 days of the execution of this agreement to determine what performance metrics and outcomes will be required to track and report.

The data must be entered into the County's online data reporting system. Access to the data reporting system will be provided to up to two users for the Grantee. Access will be provided subsequent to the meeting discussed above.

Required data shall be submitted quarterly as follows:

Quarter Period Ending:	Due on or Before:
3/31/2026	4/15/2026
6/30/2026	7/15/2026
9/30/2026	10/15/2026
12/31/2026 (final)	1/31/2027

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ATTACHMENT B – CLAIM FORM

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

JJCPA FUNDING GUIDELINES

The JJCPA was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and system involved youth (Gov. Code, § 30061, subd. (b)(4).) JJCPA funds are available to address a continuum of responses including prevention, intervention, supervision, and incarceration. State law requires that JJCPA-funded programs be modeled on strategies that have demonstrated effectiveness in curbing juvenile delinquency. JJCPA relies on a collaboration between the state, local agencies, and stakeholders (i.e. community based organizations, families, educators, etc.). Local officials and stakeholders determine where to direct resources through an interagency planning process. Local agencies and community-based organizations deliver programs and services. This partnership acknowledges the value the state places on local discretion and multiagency collaboration in addressing the problem of juvenile crime in California's communities.

Claiming Guidelines

To request reimbursement for the awarded amount, a claim must be submitted for the approved scope of work as outlined in the agreement. The claim must include the supporting documentation form demonstrating that the costs have been incurred. Attachment B has been provided to the Grantee in Excel for convenience of processing. The Request Claim Form must be signed in DocuSign or with a wet signature.

1) ***Supporting Documentation***

Complete the requested information in the *Supporting Documentation* tab

1.1) Organization Name
- Enter the Organization Name

1.2) Month
- Enter the month the expenditures are being claimed for

1.3) Salaries & Benefits
- Enter the total Salaries & Benefits claimed to date
- Enter the current Salaries & Benefits for the current month

1.4) Services & Supplies
- Enter the total Services & Supplies claimed to date
- Enter the current Services & Supplies for the current month

2) ***Claim Request Form***
- Verify the data autopopulated from the Supporting Documentation tab
- Enter the Allocation Awarded amount in Row 32
- Sign the Request Claim Form
- Email the entire worksheet to: budget&finance@ceo.oc.gov

Timing of Claims

It is expected that funds awarded will be expended within 12 months of notification of Board of Supervisors approval. Claims must be submitted per the frequency indicated in the approved agreement. If any funds remain unspent at that time, justification will be requested to maintain the allocation and will require OC Juvenile Justice Coordination Council approval. Similarly, amounts awarded and no longer needed will revert back to the JJCPA Fund for future uses and may not be substituted for other needs.

Submitting Claims

Signed claims and supporting documentation form must be submitted electronically to the CEO Budget and Finance Office at budget&finance@ceo.oc.gov

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[Organization Name]

Supporting Documentation for Juvenile Justice Crime Prevention Act Funding Claim

For the month of : [Month] 2025

Expenditure Category	Claimed to Date	Current Claim	Total Claimed
Salaries & Benefits			
[Description]	$0.00	-	$ -
[Description]	-	-	-
[Description]	-	-	-
Total Salary and Benefits	**$0.00**	**$0.00**	**$ -**
Services & Supplies			
[Description]	-	-	-
[Description]	-	-	-
[Description]	-	-	-
	$0.00	**$0.00**	**$ -**
Total	**$0.00**	**$0.00**	**$ -**

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BUDGET & FINANCE OFFICE

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

Funding - Reimbursement Request

To: County of Orange, Budget & Finance Office
Attn: Berta Tapia, Team Lead
Email: budget&finance@ceo.oc.gov
400 W. Civic Center Drive, Room 580
Santa Ana, CA 92701

Claim Submitted By:	
Organization	
Address	

Date of Claim:
Prepared by:
Contact Information:

Agreement Number:	
MA-017-	
Funding Year:	
FY	

Date	Description (include year of award)	Amount
	Expenditures for the month of [Month Year]	$0.00
	Total Claimed	$0.00
	Add: Prior Claims	$0.00
	YTD Claims	-
	Allocation Awarded:	$0.00
	Balance:	-

I hereby certify that this claim form is true and correct and is supported by accounting information and documentation held and available for review.		Expenditures authorized and approved by:	
Signature	Date	CEO Budget & Finance Approval	
Printed Name	Title	Printed Name	Date

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ATTACHMENT C – PROGRAM REPORTING REQUIREMENTS

Youth Participant Reporting

1. **Youth Enrollment | Entry into services**
    1. How many youths were referred to this program during the year
        a. If not applicable, state why
    2. What are the total number of entries into the program in the Fiscal Year =
    3. What is the total number of participants in the program in the Fiscal Year =
2. **Youth Demographics and Profiles at Service Entry | Record demographics of youth when they entered/enrolled in the program.**
    a. Age at Entry:
    b. Gender:
    c. Ethnicity (report out additional ethnicities if available)
3. **Current City of Residence for Each Participant**
4. **Exiting Youth | The total number of youths that left the program during the reporting period.**
    a. Total number of youths who left the program during the period a. Number of youths who successfully completed the program as defined in the application for funding
        i. Number of youths who did not complete the program as defined in the application for funding
        i. Number of youths who partially completed the program
        ii. Number of youths who did not make progress toward completion of the program
        iii. Number of youths who left the program for reasons unrelated to program
5. **Demographics and Profiles of Youth who Successfully Completed (based on 1.1 above data)**
    a. Gender of participants who successfully completed the program
    b. Ethnicity of participants who successfully completed the program
6. **Demographics and Profiles of Youth who did not complete the program (based on 1.2 above data)**
    a. Gender of participants who did not complete the program
    b. Ethnicity of participants who did not complete the program
7. **Average length of stay**
    a. Of those that successfully completed (reported in 1a), what is the average length of stay
8. **Outcomes**
    a. Based on the program description, report the program outcome(s) of the services being provided. Please ensure description is Specific, Measurable, Achievable and Agreed, Realistic, Timebound (SMART).
    b. How are you measuring these outcomes? (Identify a tool, scale, or other form of measurement being used and describe the frequency of administration).
    c. What are the outcomes? (Report the outcomes from the tool: baseline upon entry and results at exit/discharge if applicable).
9. **Challenges and Solutions**
    a. Challenge(s) your program has faced during this reporting period and solution(s) or possible solution(s) that addressed the challenge(s).
    b. Success Stories | Any success(es) you want to share - for example, an anecdotal story (please do not use PHI or PII in this narrative).

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.

a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).

b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).

c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.

a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:

- The stated reason or purpose for seeking access;
- The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
- Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
- The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
- The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
- The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
- The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.

a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.

a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.

b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. Requests for admission of media: Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. Requests for "media coverage": All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY: J. WAUTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (~~714~~) ~~935-7000~~
FAX (~~714~~) ~~935-7638~~
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

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Agreement No. MA-017-26010656

BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS DBA ORANGE COUNTY DEPARTMENT OF EDUCATION
FOR
Grant Agreement for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs

This Grant Agreement No. MA-017-26010656 for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs ("Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "Grantor" or "County," and Orange County Superintendent of Schools dba Orange County Department of Education, a Public Education Organization, hereinafter referred to as "Grantee" or "Contractor," with Grantor/County and Grantee/Contractor referred to, separately as "Party," or collectively, as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Claim Form

Attachment C – Program Reporting Requirements

Attachment D – Orange County Juvenile Court Administrative Order: A-100-2-2013

Attachment E – Orange County Juvenile Court Administrative Order No. 12/003-903

RECITALS

WHEREAS, on July 23, 2025, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved an allocation of $225,000 from Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2025-26 to solicit applications for juvenile- based prevention and intervention programs from community-based organizations (JJCPA Funding Opportunity); and

WHEREAS, the OCJJCC and County Executive Office have established a JJCPA Funding Opportunity application and approval process whereby a committee comprised of public safety and community services stakeholders review the community-based organizations' applications and make funding recommendations to the OCJJCC; and

WHEREAS, on August 1, 2025, the JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests, with the submission period closing on August 31, 2025; and

WHEREAS, on October 23, 2025, the OCJJCC approved an increase to the total funding amount from $1,200,000 to $1,881,041 and awarded funding to nine applications received through the JJCPA Funding Opportunity; and

WHEREAS, as part of the JJCPA Funding Opportunity, GRANTEE will receive grant funds for a structure diversion program to support justice-involved youth and youth at risk of juvenile justice involvement.

NOW, THEREFORE, the Parties mutually agree as follows:

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1. Term of Agreement:

The term of this Agreement begins on January 1, 2026, and terminates on December 31, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Services to be Provided:

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled "Scope of Services," attached hereto and incorporated herein by reference.

Contractor recognizes the nature of the work in a secured Orange County Probation facility. Contractor shall ensure that its staff are aware of and adhere to County security procedures and relevant policies, including completing background checks prior to the commencement of services, if applicable.

3. Payment/Compensation:

a. The County will issue payment to the Grantee in the amount not to exceed $225,000 ("Grant Amount") upon receipt of Attachment B, Claim Form, which must be submitted by the end of each month. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

4. Governing Law and Venue:

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

5. Site Visits and Audits:

a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) 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 Grantee for the purpose of auditing or inspecting any aspect of performance

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under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection. A resulting audit report(s) and associated records may be subject to public disclosure pursuant to the California Records Act and Grantee is obligated to seek judicial review if it believes the records are privileged.

b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.

c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Grant Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.

d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.

6. Compliance with Grant Requirements:

The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by March 1, 2027, any funds Grantee has not used by December 31, 2026. The provisions of this paragraph shall survive termination of this Agreement.

7. 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; 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; and funding provided by the Juvenile Justice Crime Prevention Act and approval of the Orange County Juvenile Justice Coordinating Council. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

8. 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.

9. 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, unless due to the concurrent active negligence of County Indemnitees. If judgment is entered against

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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.

10. 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. 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, 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

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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.

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.

11. 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).

12. 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.

13. 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.***

14. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

15. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

16. 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.

17. 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

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(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.

18. Certification:

Grantee hereby certifies that the following statements and responses are true:

a. The Grantee is a local agency (Public Education Organization) whose mission includes serving the Orange County community by providing reentry related services.

b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.

19. 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.

20. Entire Contract:

This Agreement, including all attachments, 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 the parties unless authorized by the Parties in writing.

21. Amendments:

No alteration or variation of the terms of this Agreement 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.

22. 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

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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.

23. 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.

24. Defaults:

Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.

25. Signatures:

Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

Each Party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind their respective Party to each and every term, condition, and obligation of this Agreement and that all requirements of the Party have been fulfilled to provide such actual authority.

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 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. Juvenile Records Information:

Parties specifically agree to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment(s) D & E and incorporated herein by reference.

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28. 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.

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 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:	Orange County Superintendent of Schools dba Orange County Department of Education
Attn:	Raina Lee
Address:	200 Kalmus Dr. Costa Mesa, CA 92626
Phone:	(714) 668-7830
Email:	rlee@ocde.us

County: County Executive Office – County Budget & Finance Office	
Attn:	Kim Engelby, Chief Financial Officer
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ocgov.com

cc: County Executive Office - CPO/Procurement Services	
Attn:	Janinne Boutte, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 567-5116
Email:	janinne.boutte@ceo.oc.gov

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS DBA ORANGE COUNTY DEPARTMENT OF EDUCATION, a Public Education Organization

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
DocuSigned by: Patricia McCaughey 811F9701E03F4D6...	Patricia McCaughey	Executive Director, Business Operations	12/11/2025
Signature	Name	Title	Date

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**	12/11/2025

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ATTACHMENT A - SCOPE OF SERVICES

1. Purpose

Funding must be used for approved programs that promote juvenile justice in the areas of prevention, intervention, supervision, treatment and/or incarceration of system involved youth, reduce juvenile crime and supports resocialization, and fills a need in services or geographic areas that are underserved.

2. Program Objective

Pursuant to this Contract, Contractor shall provide Foster Youth Services Coordinating Program (FYSCP). As outlined in Education Code §§42920– 42926, FYSCP is dedicated to serving children and youth who are dependents or wards of the court under Welfare and Institutions Code §§300, 601, or 602 and placed in foster care settings, including those supervised by Probation. These youth may be temporarily detained in juvenile courts, camps, or other county-operated juvenile justice facilities, and FYSCP plays a critical role in supporting their educational stability and reentry planning. Contractor's services may be provided at Orange County Probation secured facilities. Beginning January 1, 2025, through Assembly Bill 3223, eligibility expanded to also include youth on probation identified in a juvenile court petition as being at imminent risk of foster care placement. The program emphasizes multi-agency teamwork, data-informed decision making, and youth-centered interventions, empowering foster youth to achieve their full educational and vocational potential.

3. Grantee's Responsibilities

A. Grantee shall provide coordination, individualized case management, and direct supports such as credit transfer assistance, re-engagement supports, transition planning and supports, and cross-agency collaboration to address the needs of each youth holistically.

B. Grantee shall promote high school graduation, postsecondary readiness, and career pathways while reducing barriers to school connectedness, attendance, and long-term stability. Grantee shall serve as the educational liaison among local educational agencies (LEAs), the County of Orange Juvenile Court, Social Services Agency, Probation, and community-based organizations, promoting cohesive collaboration and coordinated services that advance the academic success of system-involved youth.

    1. Grantee shall emphasize multi-agency teamwork, data-informed decision making, and youth-centered interventions, empowering foster youth to achieve their full educational and vocational potential.

C. Grantee shall utilize the following tools to measure program impact:

    1. Grantee shall create an educational partner satisfaction survey to gather feedback on the services provided from partner agencies, including but not limited to County of Orange Juvenile Court, Probation, Social Services Agency, Orangewood Children and Family Center, Short-Term Residential Therapeutic Program, Alternative, Community, Correctional, Education, Schools, & Services (ACCESS) Schools, Orange County school district partners, and other community partners. The survey will help guide improvements in collaboration, service delivery, and support for system-involved youth.

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2. Grantee shall create a pre-survey and post-survey to establish a measurable framework, collect pre-survey student feedback when educational services began, and include post-survey student satisfaction questions, providing an opportunity for youth to share their thoughts on how direct services have impacted their educational journey

3. Grantee shall track program data in a customer relationship management (CRM) platform that communicates with Child Welfare Services/Case Management Services (CWS/CMS) and California Longitudinal Pupil Achievement Data System (CALPADS), and houses educational records used by OCDE FYSCP (including IEPs, discipline reports, attendance records, progress reports, and transcripts). Additionally, Grantee shall track its case management services in this system.

4. Grantee shall select a targeted data sample from their caseload based on youth who receive ongoing services to track academic performance, attendance, and service engagement within a spreadsheet to measure impact.

4. Program Objectives

A. Increased School Connectedness: Participating youth will demonstrate measurable growth in feelings of connection to their school communities, fostering engagement and reducing risk factors associated with juvenile justice involvement.

B. Improved Attendance: Attendance rates will increase relative to baseline data, contributing to academic continuity and reducing chronic absenteeism.

C. Higher High School Graduation Rates: Youth will achieve improved graduation outcomes through targeted academic supports, strengthening long-term educational and vocational prospects.

D. Enhanced Postsecondary Planning and Career Exploration: Graduates will complete documented postsecondary plans, including college or vocational applications, financial aid steps, and career exploration activities, creating pathways for stable, self-sufficient futures.

E. Continuity of Services for Foster Youth, Probation Youth in Placement or At Imminent Risk of Placement, Crossover Youth: Individualized continuity plans will minimize learning disruptions, supporting smoother transitions and sustained academic progress.

F. Reduced Recidivism Risk Through Engagement and Enrichment: Youth will experience fewer school discipline incidents and increased participation in enrichment and extracurricular activities, promoting positive relationships, a sense of belonging, and life skills development.

5. Performance Outcomes

a. Probation Youth at Imminent Risk of Removal from Home Objective: By the first quarter reporting deadline, collaborate with Orange County Probation to define and identify the probation youth who are at imminent risk of removal from home, and establish a notification process of new youth meeting this definition. The report will include the number of youths identified.

b. Increase School Connectedness: By July 30, 2026, establish a baseline measurement of school connectedness for participating system-involved youth, and increase the percentage of these students reporting higher feelings of connection to their school community, as measured by pre- and post-surveys.

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c. Improve School Attendance: By July 30, 2026, establish a baseline measurement of school attendance for participating system-involved youth, and improve the attendance rate of these students, as measured by school attendance reports in the Foster Focus database.

d. Boost High School Graduation Rates: By July 30, 2026, establish a baseline measurement of high school graduation rates for participating system-involved youth who are in their senior year of high school, as measured by graduation transcripts and CALPADS. Also, improve 9-11th grade students' ability to graduate high school with their cohort through coordinating academic interventions and credit recovery options with school teams.

e. Support Postsecondary Planning and Career Exploration: By July 30, 2026, 100% of participating high school graduates will complete a postsecondary plan, which may include college applications, financial aid application, vocational program enrollment, and/or documented career exploration activities.

f. Ensure Continuity of Services for Foster Youth, Probation Placement Youth, and Crossover Youth: 100% of youth served will be supported through individualized educational continuity plans, striving to reduce learning gaps during transitions. This will be tracked and measured by logging services provided to each student in the Foster Focus database.

g. Reduce Recidivism Risk: The program will establish a baseline using school discipline, expulsion, and suspension data, while collaborating with community-based organizations, such as Project Kinship, Orangewood Foundation, Project Youth OC, Waymakers, and Olive Crest, to provide enrichment, extracurricular, and school engagement opportunities that promote academic growth, positive relationships, and a sense of belonging. Success will be measured by reductions in discipline incidents and increases in student participation, using school records and surveys of students and educational partners

6. Budget

Program Costs	Total
Salaries and Benefits	$194,605
Services & Supplies	$11,250
Indirect Costs	$19,145
Total Program Costs	**$225,000**

7. Reporting Requirements

Attachment C, Program Reporting Requirements apply to all JJCPA funded programs. Reported performance metrics and outcomes will be included in the OCJJCC Quarterly and Annual Reports. The County and Grantee will meet within 30 days of the execution of this agreement to determine what performance metrics and outcomes will be required to track and report.

The data must be entered into the County's online data reporting system. Access to the data reporting system will be provided to up to two users for the Grantee. Access will be provided subsequent to the meeting discussed above.

Required data shall be submitted quarterly as follows:

Quarter Period Ending:	Due on or Before:
3/31/2026	4/15/2026
6/30/2026	7/15/2026

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9/30/2026	10/15/2026
12/31/2026 (final)	1/31/2027

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ATTACHMENT B – CLAIM FORM

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

JJCPA FUNDING GUIDELINES

The JJCPA was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and system involved youth (Gov. Code, § 30061, subd. (b)(4).) JJCPA funds are available to address a continuum of responses including prevention, intervention, supervision, and incarceration. State law requires that JJCPA-funded programs be modeled on strategies that have demonstrated effectiveness in curbing juvenile delinquency. JJCPA relies on a collaboration between the state, local agencies, and stakeholders (i.e. community based organizations, families, educators, etc.). Local officials and stakeholders determine where to direct resources through an interagency planning process. Local agencies and community-based organizations deliver programs and services. This partnership acknowledges the value the state places on local discretion and multiagency collaboration in addressing the problem of juvenile crime in California's communities.

Claiming Guidelines

To request reimbursement for the awarded amount, a claim must be submitted for the approved scope of work as outlined in the agreement. The claim must include the supporting documentation form demonstrating that the costs have been incurred. Attachment B has been provided to the Grantee in Excel for convenience of processing. The Request Claim Form must be signed in DocuSign or with a wet signature.

1) ***Supporting Documentation***

Complete the requested information in the *Supporting Documentation* tab

1.1) Organization Name
- Enter the Organization Name

1.2) Month
- Enter the month the expenditures are being claimed for

1.3) Salaries & Benefits
- Enter the total Salaries & Benefits claimed to date
- Enter the current Salaries & Benefits for the current month

1.4) Services & Supplies
- Enter the total Services & Supplies claimed to date
- Enter the current Services & Supplies for the current month

2) ***Claim Request Form***
- Verify the data autopopulated from the Supporting Documentation tab
- Enter the Allocation Awarded amount in Row 32
- Sign the Request Claim Form
- Email the entire worksheet to: budget&finance@ceo.oc.gov

Timing of Claims

It is expected that funds awarded will be expended within 12 months of notification of Board of Supervisors approval. Claims must be submitted per the frequency indicated in the approved agreement. If any funds remain unspent at that time, justification will be requested to maintain the allocation and will require OC Juvenile Justice Coordination Council approval. Similarly, amounts awarded and no longer needed will revert back to the JJCPA Fund for future uses and may not be substituted for other needs.

Submitting Claims

Signed claims and supporting documentation form must be submitted electronically to the CEO Budget and Finance Office at budget&finance@ceo.oc.gov

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[Organization Name]

Supporting Documentation for Juvenile Justice Crime Prevention Act Funding Claim

For the month of : [Month] 2025

Expenditure Category	Claimed to Date	Current Claim	Total Claimed
Salaries & Benefits			
[Description]	$0.00	-	$ -
[Description]	-	-	-
[Description]	-	-	-
Total Salary and Benefits	**$0.00**	**$0.00**	**$ -**
Services & Supplies			
[Description]	-	-	-
[Description]	-	-	-
[Description]	-	-	-
	$0.00	**$0.00**	**$ -**
Total	**$0.00**	**$0.00**	**$ -**

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BUDGET & FINANCE OFFICE

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

Funding - Reimbursement Request

To: County of Orange, Budget & Finance Office
Attn: Berta Tapia, Team Lead
Email: budget&finance@ceo.oc.gov
400 W. Civic Center Drive, Room 580
Santa Ana, CA 92701

Claim Submitted By:	
Organization	
Address	

Date of Claim:
Prepared by:
Contact Information:

Agreement Number:	
MA-017-	
Funding Year:	
FY	

Date	Description (include year of award)	Amount
	Expenditures for the month of [Month Year]	$0.00
	Total Claimed	$0.00
	Add: Prior Claims	$0.00
	YTD Claims	-
	Allocation Awarded:	$0.00
	Balance:	-

I hereby certify that this claim form is true and correct and is supported by accounting information and documentation held and available for review.		Expenditures authorized and approved by:	
Signature	Date	CEO Budget & Finance Approval	
Printed Name	Title	Printed Name	Date

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ATTACHMENT C – PROGRAM REPORTING REQUIREMENTS

Youth Participant Reporting

1. **Youth Enrollment | Entry into services**
   1. How many youths were referred to this program during the year
      a. If not applicable, state why.
   2. What are the total number of entries into the program in the Fiscal Year =
   3. What is the total number of participants in the program in the Fiscal Year =

2. **Youth Demographics and Profiles at Service Entry | Record demographics of youth when they entered/enrolled in the program.**
   a. Age at Entry:
   b. Gender:
   c. Ethnicity (report out additional ethnicities if available)

3. **Current City of Residence for Each Participant**

4. **Exiting Youth | The total number of youths that left the program during the reporting period.**
   1. Total number of youths who left the program during the period
      a. Number of youths who successfully completed the program as defined in the application for funding
      b. Number of youths who did not complete the program as defined in the application for funding
         i. Number of youths who partially completed the program
         ii. Number of youths who did not make progress toward completion of the program
         iii. Number of youths who left the program for reasons unrelated to program

5. **Demographics and Profiles of Youth who Successfully Completed (based on 1a above data)**
   a. Gender of participants who successfully completed the program
   b. Ethnicity of participants who successfully completed the program

6. **Demographics and Profiles of Youth who did not complete the program (based on 1b above data)**
   a. Gender of participants who did not complete the program
   b. Ethnicity of participants who did not complete the program

7. **Average length of stay**
   a. Of those that successfully completed (reported in 1a), what is the average length of stay

8. **Outcomes**
   a. Based on the program description, report the program outcome(s) of the services being provided. Please ensure description is Specific, Measurable, Achievable and Agreed, Realistic, Timebound (SMART).
   b. How are you measuring these outcomes? (Identify a tool, scale, or other form of measurement being used and describe the frequency of administration).
   c. What are the outcomes? (Report the outcomes from the tool: baseline upon entry and results at exit/discharge if applicable).

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9. Challenges and Solutions

a. Challenge(s) your program has faced during this reporting period and solution(s) or possible solution(s) that addressed the challenge(s).

b. Success Stories. Any success(es) you want to share - for example, an anecdotal story (please do not use PHI or PII in this narrative).

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.

a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).

b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).

c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.

a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:

- The stated reason or purpose for seeking access;
- The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
- Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
- The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
- The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
- The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
- The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.

a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.

a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.

b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. Requests for admission of media: Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. Requests for "media coverage": All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY: J. WAUTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
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Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

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Agreement No. MA-017-26010657

BETWEEN
COUNTY OF ORANGE
AND
HUB FOR INTEGRATION, REENTRY AND EMPLOYMENT
FOR
Grant Agreement for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs

This Grant Agreement No. MA-017-26010657 for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs ("Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "Grantor" or "County," and Hub For Integration, Reentry and Employment, a California Nonprofit Corporation, hereinafter referred to as "Grantee" or "Contractor," with Grantor/County and Grantee/Contractor referred to, separately as "Party," or collectively, as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Claim Form

Attachment C – Program Reporting Requirements

Attachment D – Orange County Juvenile Court Administrative Order: A-100-2-2013

Attachment E – Orange County Juvenile Court Administrative Order No. 12/003-903

RECITALS

WHEREAS, on July 23, 2025, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved an allocation of $225,000 from Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2025-26 to solicit applications for juvenile- based prevention and intervention programs from community-based organizations (JJCPA Funding Opportunity); and

WHEREAS, the OCJJCC and County Executive Office have established a JJCPA Funding Opportunity application and approval process whereby a committee comprised of public safety and community services stakeholders review the community-based organizations' applications and make funding recommendations to the OCJJCC; and

WHEREAS, on August 1, 2025, the JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests, with the submission period closing on August 31, 2025; and

WHEREAS, on October 23, 2025, the OCJJCC approved an increase to the total funding amount from $1,200,000 to $1,881,041 and awarded funding to nine applications received through the JJCPA Funding Opportunity; and

WHEREAS, as part of the JJCPA Funding Opportunity, GRANTEE will receive grant funds for a structure diversion program to support justice-involved youth and youth at risk of juvenile justice involvement.

NOW, THEREFORE, the Parties mutually agree as follows:

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1. Term of Agreement:

The term of this Agreement begins on January 1, 2026, and terminates on December 31, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Services to be Provided:

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled "Scope of Services," attached hereto and incorporated herein by reference.

Contractor recognizes the nature of the work in a secured facility, if applicable, and assumes and accepts all risk of personal harm, injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such personal harm, injury, death and/or damage that may occur at the secured facility. Contractor shall ensure that its staff are aware of and adhere to County security procedures and relevant policies, including completing background checks prior to the commencement of services, if applicable.

3. Payment/Compensation:

a. The County will issue payment to the Grantee in the amount not to exceed $207,610 ("Grant Amount") upon receipt of Attachment B, Claim Form, which must be submitted by the end of each month. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

4. Governing Law and Venue:

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

5. Site Visits and Audits:

a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) access during normal working hours to all books, accounts, records, reports, files, financial records,

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supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Grantee for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection. A resulting audit report(s) and associated records may be subject to public disclosure pursuant to the California Records Act and Grantee is obligated to seek judicial review if it believes the records are privileged.

b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.

c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Grant Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.

d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.

6. Compliance with Grant Requirements:

The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by March 1, 2027, any funds Grantee has not used by December 31, 2026. The provisions of this paragraph shall survive termination of this Agreement.

7. 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; 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; and funding provided by the Juvenile Justice Crime Prevention Act and approval of the Orange County Juvenile Justice Coordinating Council. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

8. 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.

9. 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,

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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.

10. 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. 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, 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.

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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.

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.

11. 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).

12. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

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$1,000,000 combined Single Limit

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.

13. 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.***

14. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

15. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

16. 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.

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17. 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.

18. Certification:

Grantee hereby certifies that the following statements and responses are true:

a. The Grantee is a non-profit community-based organization whose mission includes serving the Orange County community by providing reentry related services.

b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.

19. 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.

20. Entire Contract:

This Agreement, including all attachments, 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 the parties unless authorized by the Parties in writing.

21. Amendments:

No alteration or variation of the terms of this Agreement 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.

22. 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

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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.

23. 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.

24. Defaults:

Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.

25. Signatures:

Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

Each Party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind their respective Party to each and every term, condition, and obligation of this Agreement and that all requirements of the Party have been fulfilled to provide such actual authority.

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 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.

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27. Juvenile Records Information:

Parties specifically agree to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment(s) D & E and incorporated herein by reference.

28. 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.

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 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:	Hub For Integration, Reentry and Employment
Attn:	Meghan Medlin
Address:	308 W Chapman Ave, Unit 333 Orange, CA 92856
Phone:	(714) 784-7920
Email:	mmedlin@hireoc.org

County: County Executive Office – County Budget & Finance Office	
Attn:	Kim Engelby, Chief Financial Officer
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ocgov.com

cc: County Executive Office - CPO/Procurement Services	
Attn:	Janinne Boutte, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701

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Phone:	(714) 567-5116
Email:	janinne.boutte@ceo.oc.gov

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

HUB FOR INTEGRATION, REENTRY AND EMPLOYMENT, a California Nonprofit Corporation

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
DocuSigned by: Meghan Medlin 751877B47F9A4ED...	Meghan Medlin	Founder/CEO	12/10/2025

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**	12/11/2025

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ATTACHMENT A - SCOPE OF SERVICES

1. Purpose

Funding must be used for approved programs that promote juvenile justice in the areas of prevention, intervention, supervision, treatment and/or incarceration of system involved youth, reduce juvenile crime and supports resocialization, and fills a need in services or geographic areas that are underserved.

2. Program Objective

Grantee shall provide Transforming Integration into Meaningful Experiences (T.I.M.E.) lived experience mentorship program. T.I.M.E. is a strength-based lived experience mentorship program designed for youth aged 14+ who are currently involved within the juvenile justice system, who are at risk of going into the system, or who have been recently released. The core of the program specifically targets youth who have committed serious crimes and are awaiting 707 hearings to determine whether they are tried as a minor or adult. T.I.M.E. provide these youth with positive mentorship, support, guidance, and the necessary resources to successfully reintegrate into society, pursue educational and career goals, and reduce recidivism.

3. Grantee's Responsibilities

A. Grantee shall work and communicate with various partners and stakeholders, including but not limited to:

1) Orange County Alternate Defender and Public Defender offices to identify eligible participants awaiting 707 hearings and match youth with adult mentors through Hub for Integration, Reentry and Employment, based on needs/experiences.

2) Orange County Probation and Orange County Sheriff's Departments for access to youth in the system.

3) Local nonprofits and service providers specializing in mental health, education, legal aid, and vocational training.

a) Collaborations with organizations such as Project Youth OC, Waymakers, and Cell Dogs help to facilitate group sessions with diversion-based youth or youth currently in custody where mentors can share their stories, answer questions and connect with youth in a less formal environment.

b) Collaborations with organizations such as Mend Collaborative who help to facilitate speaking engagements for program's mentors in prisons and other community locations.

4) Dedicated team of trained mentors who use their personal experience and professional expertise to guide you through the reentry process.

B. Through T.I.M.E., Grantee shall maintain a particular focus on mentorship, resource connection, educational and career development, and creative and therapeutic activities.

C. Grantee shall pair each youth participant with an adult mentor who has lived experience with the justice system. Mentors shall be carefully selected and trained to provide guidance, share their personal transformation stories, and support mentees through their journey.

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1) Mentorship shall be provided in multiple formats and settings including but not limited to: one-on-one and group settings, in custody and in the community, fostering a trust-based relationship that is essential for meaningful impact. Mentors shall meet with their mentees on a bi-weekly basis, create goal plans, discuss any challenges that the youth is facing – either personally or with regards to being in custody, helping with reentry planning, testifying in court and providing support post-release. Mentor relationships may last from weeks to years depending on the youth's individual case.

2) Grantees shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from any claims, demands or liability of any kind or nature arising from or related to the mentors, consistent with Section 9 above.

3) Grantee shall conduct ongoing surveys for participants after their first session, at six-month intervals, and at program completion to measure emotional and behavioral growth. Assigned mentors shall track qualitative and goal-based progress using individualized case plans.

D. T.I.M.E. shall offer comprehensive access to a variety of resources, including mental health services, therapy, educational support, vocational training, and legal assistance. The program shall ensure that youth have the necessary support to address underlying issues, such as trauma, addiction, and family instability, which may have contributed to their involvement in criminal activities.

E. T.I.M.E. shall emphasize educational attainment and career readiness by including the following: workshops on resume building, job search strategies, interview preparation, and soft skills development. For those without a high school diploma or equivalent, T.I.M.E. facilitates pathways to obtain a GED or other educational qualifications (as appropriate)

4. <u>Program Objectives</u>

A. Mentorship and Recidivism Reduction: Research has consistently demonstrated that mentorship programs are effective in reducing recidivism among justice-involved youth. A study by the National Institute of Justice found that mentoring can reduce recidivism rates by as much as 50% for mentees who maintain a stable relationship with their mentors. The T.I.M.E. program's emphasis on one-on-one mentorship with individuals who have lived experiences provides relatable role models and fosters trust, which is critical in encouraging positive behavioral change and supporting successful reentry.

B. Strength-Based Approaches: The strength-based approach, which focuses on the inherent strengths of individuals rather than their deficits, has been shown to be particularly effective in juvenile justice settings. Research published in the "Journal of Offender Rehabilitation" suggests that programs emphasizing strengths, resilience, and competencies are more successful in promoting positive outcomes compared to deficit-focused approaches. T.I.M.E. leverages this framework to empower youth by recognizing and building upon their existing strengths, fostering a sense of self-efficacy and purpose.

C. Holistic Wraparound Services: The comprehensive provision of wraparound services, including mental health support, reentry planning, and educational opportunities, is grounded in the Wraparound Model, an evidence-based approach used in juvenile justice and child welfare systems. Studies, such as those conducted by the National Wraparound Initiative, have shown that wraparound services significantly improve outcomes for youth with complex needs by providing coordinated,

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individualized support. The T.I.M.E. program integrates these services to address the multifaceted needs of youth, facilitating their reintegration and long-term success.

D. Therapeutic and Creative Interventions: Therapeutic interventions, such as cognitive-behavioral therapy (CBT) and meditation are well-documented in literature for their efficacy in addressing trauma and promoting mental health. CBT, in particular, has been widely recognized for its effectiveness in reducing criminal thinking patterns and promoting prosocial behavior. Meditation and other creative outlets have been shown to help youth process emotions, develop coping strategies, and express themselves in a non-verbal manner, contributing to emotional healing and stability.

5. Performance Outcomes

A. The T.I.M.E. Mentor Program will pair at least 45 justice-involved youth (aged 14+) with trained adult mentors who have lived incarceration experience, while also connecting participants to supportive resources, assisting with reentry planning and providing therapeutic activities to promote personal growth and successful reentry.

B. Success will be tracked through mentor case notes, youth surveys, and partner reports, with targets of at least 85% of youth maintaining consistent bi-weekly mentorship and 80% of participants will report improved pro-social behaviors and attitudes, as measured by pre- and post-program surveys.

C. The program leverages trained mentors, established community partnerships, and structured case planning to ensure youth have consistent access to support and opportunities.

D. By addressing trauma, building resilience, and fostering positive mentorship, the program directly reduces recidivism and supports long-term community safety and youth empowerment.

E. Outcomes are to be achieved within a 12-month period from the start of the program, with progress assessments conducted throughout the program as new youth are enrolled/exit to ensure alignment with goals and make necessary adjustments.

6. Budget

Program Costs	**Total**
Salaries and Benefits	$202,360
Services & Supplies	$5,250
Total Program Costs	**$207,610**

7. Reporting Requirements

Attachment C, Program Reporting Requirements apply to all JJCPA funded programs. Reported performance metrics and outcomes will be included in the OCJJCC Quarterly and Annual Reports. The County and Grantee will meet within 30 days of the execution of this agreement to determine what performance metrics and outcomes will be required to track and report.

The data must be entered into the County's online data reporting system. Access to the data reporting system will be provided to up to two users for the Grantee. Access will be provided subsequent to the meeting discussed above.

Required data shall be submitted quarterly as follows:

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Quarter Period Ending:	**Due on or Before:**
3/31/2026	4/15/2026
6/30/2026	7/15/2026
9/30/2026	10/15/2026
12/31/2026 (final)	1/31/2026

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ATTACHMENT B – CLAIM FORM

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

JJCPA FUNDING GUIDELINES

The JJCPA was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and system involved youth (Gov. Code, § 30061, subd. (b)(4).) JJCPA funds are available to address a continuum of responses including prevention, intervention, supervision, and incarceration. State law requires that JJCPA-funded programs be modeled on strategies that have demonstrated effectiveness in curbing juvenile delinquency. JJCPA relies on a collaboration between the state, local agencies, and stakeholders (i.e. community-based organizations, families, educators, etc.). Local officials and stakeholders determine where to direct resources through an interagency planning process. Local agencies and community-based organizations deliver programs and services. This partnership acknowledges the value the state places on local discretion and multiagency collaboration in addressing the problem of juvenile crime in California's communities.

Claiming Guidelines

To request reimbursement for the awarded amount, a claim must be submitted for the approved scope of work as outlined in the agreement. The claim must include the supporting documentation form demonstrating that the costs have been incurred. Attachment B has been provided to the Grantee in Excel for convenience of processing. The Request Claim Form must be signed in DocuSign or with a wet signature.

1) ***Supporting Documentation***

Complete the requested information in the *Supporting Documentation* tab

1.1) Organization Name
- Enter the Organization Name

1.2) Month
- Enter the month the expenditures are being claimed for

1.3) Salaries & Benefits
- Enter the total Salaries & Benefits claimed to date
- Enter the current Salaries & Benefits for the current month

1.4) Services & Supplies
- Enter the total Services & Supplies claimed to date
- Enter the current Services & Supplies for the current month

2) ***Claim Request Form***
- Verify the data auto populated from the Supporting Documentation tab
- Enter the Allocation Awarded amount in Row 32
- Sign the Request Claim Form
- Email the entire worksheet to: budget&finance@ceo.oc.gov

Timing of Claims

It is expected that funds awarded will be expended within 12 months of notification of Board of Supervisors approval. Claims must be submitted per the frequency indicated in the approved agreement. If any funds remain unspent at that time, justification will be requested to maintain the allocation and will require OC Juvenile Justice Coordination Council approval. Similarly, amounts awarded and no longer needed will revert back to the JJCPA Fund for future uses and may not be substituted for other needs.

Submitting Claims

Signed claims and supporting documentation form must be submitted electronically to the CEO Budget and Finance Office at budget&finance@ceo.oc.gov

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[Organization Name]

Supporting Documentation for Juvenile Justice Crime Prevention Act Funding Claim

For the month of : [Month] 2025

Expenditure Category	Claimed to Date	Current Claim	Total Claimed
Salaries & Benefits			
[Description]	$0.00	-	$ -
[Description]	-	-	-
[Description]	-	-	-
Total Salary and Benefits	**$0.00**	**$0.00**	**$ -**
Services & Supplies			
[Description]	-	-	-
[Description]	-	-	-
[Description]	-	-	-
	$0.00	**$0.00**	**$ -**
Total	**$0.00**	**$0.00**	**$ -**

BUDGET & FINANCE OFFICE

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

Funding - Reimbursement Request

To: County of Orange, Budget & Finance Office
Attn: Berta Tapia, Team Lead
Email: budget&finance@ceo.oc.gov
400 W. Civic Center Drive, Room 580
Santa Ana, CA 92701

Claim Submitted By:	
Organization	
Address	

Agreement Number:	
MA-017-	
Funding Year:	
FY	

Date of Claim:
Prepared by:
Contact Information:

Date	Description (include year of award)	Amount
	Expenditures for the month of [Month Year]	$0.00
	Total Claimed	$0.00
	Add: Prior Claims	$0.00
	YTD Claims	-
	Allocation Awarded:	$0.00
	Balance:	-

I hereby certify that this claim form is true and correct and is supported by accounting information and documentation held and available for review.		Expenditures authorized and approved by:	
Signature	Date	CEO Budget & Finance Approval	
Printed Name	Title	Printed Name	Date

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ATTACHMENT C – PROGRAM REPORTING REQUIREMENTS

Youth Participant Reporting

1. **Youth Enrollment | Entry into services**
   a. How many youths were referred to this program during the year
      i. If not applicable, state why
   b. What are the total number of entries into the program in the Fiscal Year =
   c. What is the total number of participants in the program in the Fiscal Year =
2. **Youth Demographics and Profiles at Service Entry | Record demographics of youth when they entered/enrolled in the program.**
   a. Age at Entry:
   b. Gender:
   c. Ethnicity (report out additional ethnicities if available)
3. **Current City of Residence for Each Participant**
4. **Exiting Youth | The total number of youths that left the program during the reporting period.**
   a. Total number of youths who left the program during the period a. Number of youths who successfully completed the program as defined in the application for funding
      i. Number of youths who did not complete the program as defined in the application for funding
      i. Number of youths who partially completed the program
      ii. Number of youths who did not make progress toward completion of the program
      iii. Number of youths who left the program for reasons unrelated to program
5. **Demographics and Profiles of Youth who Successfully Completed (based on 1a above data)**
   a. Gender of participants who successfully completed the program
   b. Ethnicity of participants who successfully completed the program
6. **Demographics and Profiles of Youth who did not complete the program (based on 1b above data)**
   a. Gender of participants who did not complete the program
   b. Ethnicity of participants who did not complete the program
7. **Average length of stay**
   a. Of those that successfully completed (reported in 1a), what is the average length of stay
8. **Outcomes**
   a. Based on the program description, report the program outcome(s) of the services being provided. Please ensure description is Specific, Measurable, Achievable and Agreed, Realistic, Timebound (SMART).
   b. How are you measuring these outcomes? (Identify a tool, scale, or other form of measurement being used and describe the frequency of administration).
   c. What are the outcomes? (Report the outcomes from the tool: baseline upon entry and results at exit/discharge if applicable).
9. **Challenges and Solutions**
   a. Challenge(s) your program has faced during this reporting period and solution(s) or possible solution(s) that addressed the challenge(s).
   b. Success Stories | Any success(es) you want to share - for example, an anecdotal story (please do not use PHI or PII in this narrative).

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.

a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).

b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).

c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.

a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:

- The stated reason or purpose for seeking access;
- The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
- Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
- The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
- The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
- The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
- The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.

a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.

a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.

b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. Requests for admission of media: Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. Requests for "media coverage": All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY J. WAITLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (~~714~~) ~~935-7000~~
FAX (~~714~~) ~~935-7638~~
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

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Agreement No. MA-017-26010608

BETWEEN
COUNTY OF ORANGE
AND
CASA YOUTH SHELTER
FOR
Grant Agreement for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs

This Grant Agreement No. MA-017-26010608 for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs ("Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "Grantor" or "County," and Casa Youth Shelter, a Community Based Organization, hereinafter referred to as "Grantee" or "Contractor," with Grantor/County and Grantee/Contractor referred to, separately as "Party," or collectively, as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Claim Form

Attachment C – Program Reporting Requirements

Attachment D – Orange County Juvenile Court Administrative Order: A-100-2-2013

Attachment E – Orange County Juvenile Court Administrative Order No. 12/003-903

RECITALS

WHEREAS, on July 23, 2025, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved an allocation of $225,000 from Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2025-26 to solicit applications for juvenile- based prevention and intervention programs from community-based organizations (JJCPA Funding Opportunity); and

WHEREAS, the OCJJCC and County Executive Office have established a JJCPA Funding Opportunity application and approval process whereby a committee comprised of public safety and community services stakeholders review the community-based organizations' applications and make funding recommendations to the OCJJCC; and

WHEREAS, on August 1, 2025, the JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests, with the submission period closing on August 31, 2025; and

WHEREAS, on October 23, 2025, the OCJJCC approved an increase to the total funding amount from $1,200,000 to $1,881,041 and awarded funding to nine applications received through the JJCPA Funding Opportunity; and

WHEREAS, as part of the JJCPA Funding Opportunity, GRANTEE will receive grant funds for a structure diversion program to support justice-involved youth and youth at risk of juvenile justice involvement.

NOW, THEREFORE, the Parties mutually agree as follows:

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1. **Term of Agreement:**

The term of this Agreement begins on January 1, 2026, and terminates on December 31, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. **Services to be Provided:**

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled "Scope of Services," attached hereto and incorporated herein by reference.

Contractor recognizes the nature of the work in a secured facility, if applicable, and assumes and accepts all risk of personal harm, injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such personal harm, injury, death and/or damage that may occur at the secured facility. Contractor shall ensure that its staff are aware of and adhere to County security procedures and relevant policies, including completing background checks prior to the commencement of services, if applicable.

3. **Payment/Compensation:**

a. The County will issue payment to the Grantee in the amount not to exceed $225,000 ("Grant Amount") upon receipt of Attachment B, Claim Form, which must be submitted by the end of each month. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

4. **Governing Law and Venue:**

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

5. **Site Visits and Audits:**

a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) access during normal working hours to all books, accounts, records, reports, files, financial records,

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supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Grantee for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection. A resulting audit report(s) and associated records may be subject to public disclosure pursuant to the California Records Act and Grantee is obligated to seek judicial review if it believes the records are privileged.

b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.

c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Grant Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.

d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.

6. Compliance with Grant Requirements:

The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by March 1, 2027, any funds Grantee has not used by December 31, 2026. The provisions of this paragraph shall survive termination of this Agreement.

7. 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; 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; and funding provided by the Juvenile Justice Crime Prevention Act and approval of the Orange County Juvenile Justice Coordinating Council. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

8. 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.

9. 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,

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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.

10. 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. 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, 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.

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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.

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.

11. 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).

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12. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

$1,000,000 combined Single Limit

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.

13. 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.***

14. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

15. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

16. 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

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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.

17. 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.

18. Certification:

Grantee hereby certifies that the following statements and responses are true:

a. The Grantee is a non-profit community-based organization whose mission includes serving the Orange County community by providing reentry related services.

b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.

19. 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.

20. Entire Contract:

This Agreement, including all attachments, 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 the parties unless authorized by the Parties in writing.

21. Amendments:

No alteration or variation of the terms of this Agreement 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.

22. 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.

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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.

23. 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.

24. Defaults:

Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.

25. Signatures:

Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

Each Party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind their respective Party to each and every term, condition, and obligation of this Agreement and that all requirements of the Party have been fulfilled to provide such actual authority.

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 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.

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27. Juvenile Records Information:

Parties specifically agree to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment(s) D & E and incorporated herein by reference.

28. 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.

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 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:	Casa Youth Shelter
Attn:	Genevieve Cerda
Address:	10911 Reagan St. Los Alamitos, CA 90720
Phone:	(626) 975-4665
Email:	gcerda@casayouthshelter.org

County: County Executive Office – County Budget & Finance Office	
Attn:	Kim Engelby, Chief Financial Officer
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ocgov.com

cc: County Executive Office - CPO/Procurement Services	
Attn:	Janinne Boutte, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701

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Phone:	(714) 567-5116
Email:	janinne.boutte@ceo.oc.gov

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

CASA YOUTH SHELTER, a California Non-Profit Corporation

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
[signature]	GARY L. HOWARD	BOARD PRESIDENT	12-4-25
Nika Carter	NIKA CARTER	BOARD TREASURER	12-4-25

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**	12/5/2025

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ATTACHMENT A - SCOPE OF SERVICES

1. Purpose

Funding must be used for approved programs that promote juvenile justice in the areas of prevention, intervention, supervision, treatment and/or incarceration of system involved youth, reduce juvenile crime and supports resocialization, and fills a need in services or geographic areas that are underserved.

2. Program Objective

Pursuant to this Contract, Contractor shall provide Stability, Transformation, Empowerment, Possibility (STEP), which is an expansion of Residential Shelter Care model, explicitly designed to support justice-involved youth and youth at risk of juvenile justice involvement. STEP formalizes crisis shelter, counseling, and case management to youth on formal and informal probation into a structured diversion program aligned with the JJCPA's goals of prevention, supervision, intervention, and treatment. STEP shall target three major contributing factors to youth entering the juvenile justice system – home environment (family conflict, trauma, lack of supervision), schooling (truancy, suspension, low engagement), and policing/system contact (arrests, probation involvement). Youth who qualify for diversion services shall receive individualized care through STEP's full-time licensed 12-bed residential shelter for youth; for those where full-time care is not necessary, non-residential counseling and case management shall be provided.

3. Grantee's Responsibilities

A. Grantee shall partner with school counselors, school resource officers, and alternative or remedial schools in Orange County to identify youth who are at risk of becoming justice involved. Grantee shall train and consult with school personnel to recognize early warning signs and upon receipt of referral, Grantee shall deploy a Clinical Responder to conduct a lethality assessment family risk screening to immediately link youth to the most appropriate services, either through placement in Grantee's licensed residential shelter or through non-residential services.

B. Grantee shall partner with local cities and County partners such as probation officers, law enforcement, the Orange County Health Care Agency's Crisis Assessment Team, and Orange County Sheriff's Department's School Mobile Assessment and Resource Team (SMART) to accept referrals and provide linkages to appropriate services. Grantee shall also serve youth placed on house arrest.

C. Grantee shall provide counseling, case management and structured diversion activities.

D. Additionally, through STEP, Grantee shall connect youth to Grantee's existing scholarship program to encourage justice involved youth to pursue education and employment, further supporting long-term resocialization.

E. Grantee shall operate a 24/7 Youth Access Direct Line that provides direct, immediate support where youth in crisis, or those at risk of offending, can call to receive guidance and intervention. This line shall also be available to probation officers, school staff, law enforcement, etc. to connect a child to shelter, counseling, or case management services without delay.

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4. **Program Objectives**

A. STEP outcomes shall directly align with the OCJJCC's objective of reducing juvenile crime and supporting resocialization. The program reduces re-arrest rates and probation violations by diverting youth from detention into structured community-based care. Youth exit the program to safe and stable housing, and all participants benefit from intensive, trauma-informed counseling that fosters stronger coping skills, improved emotional regulation, and healthier decision-making. Families also participate in counseling, which strengthens communication, improves supervision in the home, and reduces the likelihood of youth returning to crisis or reoffending.

B. The residential program shall support resocialization through daily structure and accountability, including chores, scheduled routines, family-style meals, and twice-weekly life-skills sessions. These sessions equip youth with practical tools for adulthood, including budgeting, job readiness, social media safety, and navigating essential tasks such as obtaining identification or a work permit. Additionally, youth have the opportunity to participate in an eight-week curriculum, offered quarterly, that focuses on communication, anger management, and the development of prosocial skills. Within this framework, youth are encouraged to rewrite the narrative of their lives—seeing themselves not as "troublemakers," but as capable individuals who can succeed, contribute, and design their own fulfilling future. Families share in this opportunity for mastery and healing, breaking the cycles of instability that often lead to deeper involvement in justice issues.

C. By intervening quickly, STEP prevents youth from slipping through the cracks and eases the toll on already overwhelmed school staff and community resources. The program bridges the gap between justice involvement and independence, providing the stability and structure youth need to dream bigger, begin setting goals, and build a future defined by choice and possibility. By strengthening family dynamics, addressing mental health needs, and reinforcing accountability, STEP reduces juvenile crime, promotes reintegration, and gives both youth and families a genuine opportunity to succeed.

5. **Performance Outcomes**

a. Diversion: Between January and December 2026, STEP will serve at least 100 justice-involved or at-risk youth who are referred as an alternative to detention or are doing dead time in custody. At least 75% of these youth will remain engaged in residential or non-residential services through completion of their individualized diversion plan.

b. Counseling: The program will provide over 3,000 hours of counseling (individual, group, and family) annually, with each youth receiving an average of 30 hours within their first two weeks of placement. Counseling outcomes will be measured through intake and exit assessments of coping skills and emotional regulation.

c. Curriculum: STEP will deliver four quarterly cycles of its eight-week skills curriculum, enrolling at least 120 unduplicated youth annually. Success will be measured by how participants exit the program, with the majority demonstrating improved pro-social skills, anger management, and communication abilities as documented through pre- and post-assessments and staff observations at discharge.

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d. Family Engagement: At least 80% of families will participate in individual or family counseling within one year. Outcomes will be measured by pre- and post-surveys, with at least 75% of participants reporting improved communication and stronger supervision in the home.

e. Resocialization: Youth will demonstrate improved resocialization, measured by:

1. at least 90% exiting to safe and stable housing;
2. an 80% reduction in re-arrest or probation violations among participants compared to baseline;
3. and school re-enrollment for 100% of youth.

6. Budget

Program Costs	Total
Salaries and Benefits	$182,670
Services & Supplies	$42,330
Total Program Costs	**$225,000**

7. Reporting Requirements

Attachment C, Program Reporting Requirements apply to all JJCPA funded programs. Reported performance metrics and outcomes will be included in the OCJJCC Quarterly and Annual Reports. The County and Grantee will meet within 30 days of the execution of this agreement to determine what performance metrics and outcomes will be required to track and report.

The data must be entered into the County's online data reporting system. Access to the data reporting system will be provided to up to two users for the Grantee. Access will be provided subsequent to the meeting discussed above.

Required data shall be submitted quarterly as follows:

Quarter Period Ending:	Due on or Before:
3/31/2026	4/15/2026
6/30/2026	7/15/2026
9/30/2026	10/15/2026
12/31/2026 (final)	1/31/2026

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ATTACHMENT B – CLAIM FORM

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

JJCPA FUNDING GUIDELINES

The JJCPA was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and system involved youth (Gov. Code, § 30061, subd. (b)(4).) JJCPA funds are available to address a continuum of responses including prevention, intervention, supervision, and incarceration. State law requires that JJCPA-funded programs be modeled on strategies that have demonstrated effectiveness in curbing juvenile delinquency. JJCPA relies on a collaboration between the state, local agencies, and stakeholders (i.e. community-based organizations, families, educators, etc.). Local officials and stakeholders determine where to direct resources through an interagency planning process. Local agencies and community-based organizations deliver programs and services. This partnership acknowledges the value the state places on local discretion and multiagency collaboration in addressing the problem of juvenile crime in California's communities.

Claiming Guidelines

To request reimbursement for the awarded amount, a claim must be submitted for the approved scope of work as outlined in the agreement. The claim must include the supporting documentation form demonstrating that the costs have been incurred.

1) ***Supporting Documentation***

Complete the requested information in the *Supporting Documentation* tab

1.1) Organization Name
- Enter the Organization Name

1.2) Month
- Enter the month the expenditures are being claimed for

1.3) Salaries & Benefits
- Enter the total Salaries & Benefits claimed to date
- Enter the current Salaries & Benefits for the current month

1.4) Services & Supplies
- Enter the total Services & Supplies claimed to date
- Enter the current Services & Supplies for the current month

2) ***Claim Request Form***
- Verify the data auto populated from the Supporting Documentation tab
- Enter the Allocation Awarded amount in Row 32
- Sign the Request Claim Form
- Email the entire worksheet to: budget&finance@ceo.oc.gov

Timing of Claims

It is expected that funds awarded will be expended within 12 months of notification of Board of Supervisors approval. Claims must be submitted per the frequency indicated in the approved agreement. If any funds remain unspent at that time, justification will be requested to maintain the allocation and will require OC Juvenile Justice Coordination Council approval. Similarly, amounts awarded and no longer needed will revert back to the JJCPA Fund for future uses and may not be substituted for other needs.

Submitting Claims

Signed claims and supporting documentation form must be submitted electronically to the CEO Budget and Finance Office at budget&finance@ceo.oc.gov

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[Organization Name]

Supporting Documentation for Juvenile Justice Crime Prevention Act Funding Claim

For the month of : [Month] 2025

Expenditure Category	Claimed to Date	Current Claim	Total Claimed
Salaries & Benefits			
[Description]	$0.00	-	$ -
[Description]	-	-	-
[Description]	-	-	-
Total Salary and Benefits	**$0.00**	**$0.00**	**$ -**
Services & Supplies			
[Description]	-	-	-
[Description]	-	-	-
[Description]	-	-	-
	$0.00	**$0.00**	**$ -**
Total	**$0.00**	**$0.00**	**$ -**

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BUDGET & FINANCE OFFICE

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

Funding - Reimbursement Request

To: County of Orange, Budget & Finance Office
Attn: Berta Tapia, Team Lead
Email: budget&finance@ceo.oc.gov
400 W. Civic Center Drive, Room 580
Santa Ana, CA 92701

Claim Submitted By:
Organization
Address

Date of Claim:
Prepared by:
Contact Information:

Agreement Number:
MA-017-
Funding Year:
FY

Date	Description (include year of award)	Amount
	Expenditures for the month of [Month Year]	$0.00
	Total Claimed	$0.00
	Add: Prior Claims	$0.00
	YTD Claims	-
	Allocation Awarded:	$0.00
	Balance:	-

I hereby certify that this claim form is true and correct and is supported by accounting information and documentation held and available for review.	Expenditures authorized and approved by:
Signature Date	CEO Budget & Finance Approval
Printed Name Title	Printed Name Date

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ATTACHMENT C – PROGRAM REPORTING REQUIREMENTS

Youth Participant Reporting

1. **Youth Enrollment | Entry into services**
   a. How many youths were referred to this program during the year
      i. If not applicable, state why
   b. What are the total number of entries into the program in the Fiscal Year =
   c. What is the total number of participants in the program in the Fiscal Year =
2. **Youth Demographics and Profiles at Service Entry | Record demographics of youth when they entered/enrolled in the program.**
   a. Age at Entry:
   b. Gender:
   c. Ethnicity (report out additional ethnicities if available)
3. **Current City of Residence for Each Participant**
4. **Exiting Youth | The total number of youths that left the program during the reporting period.**
   a. Total number of youths who left the program during the period a. Number of youths who successfully completed the program as defined in the application for funding
      i. Number of youths who did not complete the program as defined in the application for funding i. Number of youths who partially completed the program
      ii. Number of youths who did not make progress toward completion of the program
      iii. Number of youths who left the program for reasons unrelated to program
5. **Demographics and Profiles of Youth who Successfully Completed (based on 1a above data)**
   a. Gender of participants who successfully completed the program
   b. Ethnicity of participants who successfully completed the program
6. **Demographics and Profiles of Youth who did not complete the program (based on 1b above data)**
   a. Gender of participants who did not complete the program
   b. Ethnicity of participants who did not complete the program
7. **Average length of stay**
   a. Of those that successfully completed (reported in 1a), what is the average length of stay

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8. **Outcomes**

   a. Based on the program description, report the program outcome(s) of the services being provided. Please ensure description is Specific, Measurable, Achievable and Agreed, Realistic, Timebound (SMART).

   b. How are you measuring these outcomes? (Identify a tool, scale, or other form of measurement being used and describe the frequency of administration).

   c. What are the outcomes? (Report the outcomes from the tool: baseline upon entry and results at exit/discharge if applicable).

9. **Challenges and Solutions**

   a. Challenge(s) your program has faced during this reporting period and solution(s) or possible solution(s) that addressed the challenge(s).

   b. Success Stories | Any success(es) you want to share - for example, an anecdotal story (please do not use PHI or PII in this narrative).

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.
   a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).
   b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).
   c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.
   a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:
      - The stated reason or purpose for seeking access;
      - The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
      - Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
      - The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
      - The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
      - The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
      - The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.
   a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.
   a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.
   b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. **Requests for admission of media:** Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. **Requests for "media coverage":** All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.

c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:

a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.

b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.

c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.

d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.

a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.

a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.

b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

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Attachment H

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY J. WAITLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (~~714~~) 935-7000
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657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

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Agreement No. MA-017-26010661

BETWEEN
COUNTY OF ORANGE
AND
WAYMAKERS
FOR
Grant Agreement for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs

This Grant Agreement No. MA-017-26010661 for Juvenile Justice Crime Prevention Act Funding Opportunity Program Costs ("Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "Grantor" or "County," and Waymakers, a Community Based Organization, hereinafter referred to as "Grantee" or "Contractor," with Grantor/County and Grantee/Contractor referred to, separately as "Party," or collectively, as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Services

Attachment B – Claim Form

Attachment C – Program Reporting Requirements

Attachment D – Orange County Juvenile Court Administrative Order: A-100-2-2013

Attachment E – Orange County Juvenile Court Administrative Order No. 12/003-903

RECITALS

WHEREAS, on July 23, 2025, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved an allocation of $225,000 from Juvenile Justice Crime Prevention Act (JJCPA) funds for FY 2025-26 to solicit applications for juvenile- based prevention and intervention programs from community-based organizations (JJCPA Funding Opportunity); and

WHEREAS, the OCJJCC and County Executive Office have established a JJCPA Funding Opportunity application and approval process whereby a committee comprised of public safety and community services stakeholders review the community-based organizations' applications and make funding recommendations to the OCJJCC; and

WHEREAS, on August 1, 2025, the JJCPA Funding Opportunity was made publicly available for the submittal of applications for funding requests, with the submission period closing on August 31, 2025; and

WHEREAS, on October 23, 2025, the OCJJCC approved an increase to the total funding amount from $1,200,000 to $1,881,041 and awarded funding to nine applications received through the JJCPA Funding Opportunity; and

WHEREAS, as part of the JJCPA Funding Opportunity, GRANTEE will receive grant funds for a structure diversion program to support justice-involved youth and youth at risk of juvenile justice involvement.

NOW, THEREFORE, the Parties mutually agree as follows:

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1. Term of Agreement:

The term of this Agreement begins on July 1, 2026, and terminates on June 30, 2027, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Services to be Provided:

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled "Scope of Services," attached hereto and incorporated herein by reference.

Contractor recognizes the nature of the work in a secured facility, if applicable, and assumes and accepts all risk of personal harm, injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such personal harm, injury, death and/or damage that may occur at the secured facility. Contractor shall ensure that its staff are aware of and adhere to County security procedures and relevant policies, including completing background checks prior to the commencement of services, if applicable.

3. Payment/Compensation:

a. The County will issue payment to the Grantee in the amount not to exceed $225,000 ("Grant Amount") upon receipt of Attachment B, Claim Form, which must be submitted by the end of each month. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

4. Governing Law and Venue:

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

5. Site Visits and Audits:

a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) access during normal working hours to all books, accounts, records, reports, files, financial records,

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supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Grantee for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection. A resulting audit report(s) and associated records may be subject to public disclosure pursuant to the California Records Act and Grantee is obligated to seek judicial review if it believes the records are privileged.

b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.

c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Grant Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.

d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.

6. Compliance with Grant Requirements:

The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by March 1, 2027, any funds Grantee has not used by December 31, 2026. The provisions of this paragraph shall survive termination of this Agreement.

7. 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; 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; and funding provided by the Juvenile Justice Crime Prevention Act and approval of the Orange County Juvenile Justice Coordinating Council. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

8. 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.

9. 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,

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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.

10. 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. 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, 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.

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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.

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.

11. 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).

12. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

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$1,000,000 combined Single Limit

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.

13. 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.***

14. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

15. Sexual Misconduct

Minimum limits and coverage

$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. 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.

C. 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.

16. 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.

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17. 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.

18. Certification:

Grantee hereby certifies that the following statements and responses are true:

a. The Grantee is a non-profit community-based organization whose mission includes serving the Orange County community by providing reentry related services.

b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.

19. 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.

20. Entire Contract:

This Agreement, including all attachments, 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 the parties unless authorized by the Parties in writing.

21. Amendments:

No alteration or variation of the terms of this Agreement 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.

22. 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

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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.

23. 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.

24. Defaults:

Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.

25. Signatures:

Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

Each Party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind their respective Party to each and every term, condition, and obligation of this Agreement and that all requirements of the Party have been fulfilled to provide such actual authority.

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 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.

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27. Juvenile Records Information:

Parties specifically agree to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment(s) D & E and incorporated herein by reference.

28. 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.

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 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:	Waymakers
Attn:	Kristen Dimeo
Address:	440 Exchange, Ste. 250 Irvine, CA 92602
Phone:	(949) 697-1091
Email:	kdimeo@waymakersoc.org

County: County Executive Office – County Budget & Finance Office	
Attn:	Kim Engelby, Chief Financial Officer
Address:	400 W Civic Center Dr. Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ocgov.com

cc: County Executive Office - CPO/Procurement Services	
Attn:	Janinne Boutte, County DPA
Address:	400 W Civic Center Dr. Santa Ana, CA 92701

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Phone:	(714) 567-5116
Email:	janinne.boutte@ceo.oc.gov

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

WAYMAKERS, a California Non-Profit Corporation

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.

Hether Benjamin	Hether Benjamin	Chief Program Officer	12/11/25
Signature	Name	Title	Date
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
County Counsel

DocuSigned by: Annie Loo B7726751D1E947E...	Annie Loo	**Deputy**	12/11/2025
Signature	Name	Title	Date

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ATTACHMENT A - SCOPE OF SERVICES

1. Purpose

Funding must be used for approved programs that promote juvenile justice in the areas of prevention, intervention, supervision, treatment and/or incarceration of system involved youth, reduce juvenile crime and supports resocialization, and fills a need in services or geographic areas that are underserved.

2. Program Objective

Grantee is part of the Orange County Gang Reduction Intervention Partnership (OC GRIP) whose mission is to work in the largest collaboration in the history of Orange County to continue to develop and implement prevention and early intervention service models for Gang Prevention. Through OC GRIP, Grantee partners with the Orange County District Attorney's Office, the Orange County Sheriff's Department, Orange County Probation, schools, alternative education sites, after school programs and over 200 community agencies. Grantee is required to provide case management services to OC GRIP in accordance with this scope of services.

3. Grantee's Responsibilities

A. Grantee shall educate faculty at all OC GRIP schools on how to identify and refer students in need of early intervention and gang prevention services. Once educated on what risk factors to look for on school campuses, faculty are more aware of indicators that can lead to crime on campus and how to prevent it. Grantee's Case Managers shall support the following gang education, prevention, intervention, and suppression activities components: Student Self-Esteem and Gang Awareness Education Curriculum, faculty and parent education, Parents Supporting Parents meetings, Mentor Programs, Greeter Programs, Incentives, Career Development & Youth Development, and Enrichment Activities.

B. Grantee shall educate the students, faculty members and parents on gang prevention at each of the OC GRIP schools. The topics shall include but are not limited to the following: school safety, negative consequences of criminal behavior, truancy and narcotics use, domestic violence, negative consequences of bullying, identifying depression and mental health issues, parenting skills, signs of high stress, and indicators of suicide and violence risk.

C. Grantee shall conduct educational workshops and provide direct student services focusing on building character to improve social behaviors and school performance. Workshops shall include Athletic Enrichment Activities and Student Intervention Meetings. Grantee shall involve Case Managers and other OC GRIP team members meeting with the identified at-risk students on the school sites on a monthly basis during school intervention meetings. Grantee shall also coordinate a Faculty-Student Mentor Program and referrals to Big Brothers & Big Sisters of Orange County (BBBS) mentor matching. Grantee case managers shall develop a plan for improvement and incentives for each student with individual goals in mind.

D. Grantee shall provide direct student services focusing on media literacy, including student curriculum groups such as Student Self- Esteem and Gang Awareness Curriculum which includes school safety, negative consequences of criminal behavior, truancy and narcotics use, and negative consequences of bullying. Grantee shall hold student curriculum groups throughout the school year and coordinate a

Greeter Program that creates educational opportunities to be conducted with parents to focus on safety for students and the Orange County community. Grantee shall train parents on safety and how to contact law enforcement if any issues arise.

E. Grantee shall educate faculty members, parents and students on conflict resolution to improve self-esteem and overall well-being. Training topics shall include but are not limited to school safety, negative consequences of criminal behavior, truancy and narcotics use, domestic violence, negative consequences of bullying, identifying depression and mental health issues, parenting skills, signs of high stress, indicators of suicide and violence risk.

4. Program Objectives

A. Gang Prevention, Intervention and Suppression: To improve identification and referral of students in need of early intervention services through faculty training conducted by the GRIP Team that will include education on identifying and referring students in need of early intervention services and gang prevention and assessment of risk factors.

B. Safe and Healthy Lifestyles: To improve family functioning and social support through activities such as:

1. Student and parent curriculum that focuses on safety, gang prevention and overall healthy lifestyles
2. Parents Supporting Parents Groups
3. Parent Intervention Meetings
4. Resource Fairs, National Night Out/PD Open Houses
5. Resource Guides
6. Coordination of Care with Community Partners
7. Community Building

C. Character Education: To improve attendance and school performance through participation in various activities such as outreach and engagement, student intervention meetings, career enrichment activities, athletic enrichment activities, and other incentives.

D. Media Literacy: To improve ability to respond to critical incidents and reach out for help through resources and programs such as faculty, student, parent and mentor workshops on how and when to report crimes, acts of violence, bullying and graffiti; Mentor Program; and Greeter Program.

E. Conflict Resolution: To improve self-esteem and overall well-being by completing the Student Self-Esteem and Gang Awareness Curriculum, and Parent Project.

5. Performance Outcomes

A. Gang Prevention, Intervention and Suppression: 90% of the faculty will report an improved ability to identify and assist/refer students in need of early intervention services.

B. Safe and Healthy Lifestyles: 70% of parents will report an increase in family functioning and social support after completion of a case management action plan 85% of referrals made to families for community services will be linked.

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C. Character Education: 70% of the GRIP students will have increased school attendance, increased grade report and/or decreased discipline on campus.

D. Media Literacy: 70% of the GRIP students receiving intervention services will be reported as having higher resiliency after critical events.

E. Conflict Resolution: 70% of GRIP students will report an increase in self-esteem and overall well-being:

6. Budget

Program Costs	Total
Salaries and Benefits	$179,091
Services & Supplies	$45,909
Total Program Costs	**$225,000**

7. Reporting Requirements

Attachment C, Program Reporting Requirements apply to all JJCPA funded programs. Reported performance metrics and outcomes will be included in the OCJJCC Quarterly and Annual Reports. The County and Grantee will meet within 30 days of the execution of this agreement to determine what performance metrics and outcomes will be required to track and report.

The data must be entered into the County's online data reporting system. Access to the data reporting system will be provided to up to two users for the Grantee. Access will be provided subsequent to the meeting discussed above.

Required data shall be submitted quarterly as follows:

Quarter Period Ending:	Due on or Before:
3/31/2026	4/15/2026
6/30/2026	7/15/2026
9/30/2026	10/15/2026
12/31/2026 (final)	1/31/2026

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ATTACHMENT B – CLAIM FORM

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

JJCPA FUNDING GUIDELINES

The JJCPA was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk and system involved youth (Gov. Code, § 30061, subd. (b)(4).) JJCPA funds are available to address a continuum of responses including prevention, intervention, supervision, and incarceration. State law requires that JJCPA-funded programs be modeled on strategies that have demonstrated effectiveness in curbing juvenile delinquency. JJCPA relies on a collaboration between the state, local agencies, and stakeholders (i.e. community based organizations, families, educators, etc.). Local officials and stakeholders determine where to direct resources through an interagency planning process. Local agencies and community-based organizations deliver programs and services. This partnership acknowledges the value the state places on local discretion and multiagency collaboration in addressing the problem of juvenile crime in California's communities.

Claiming Guidelines

To request reimbursement for the awarded amount, a claim must be submitted for the approved scope of work as outlined in the agreement. The claim must include the supporting documentation form demonstrating that the costs have been incurred. Attachment B has been provided to the Grantee in Excel for convenience of processing. The Request Claim Form must be signed in DocuSign or with a wet signature.

1) ***Supporting Documentation***

Complete the requested information in the *Supporting Documentation* tab

1.1) Organization Name
- Enter the Organization Name

1.2) Month
- Enter the month the expenditures are being claimed for

1.3) Salaries & Benefits
- Enter the total Salaries & Benefits claimed to date
- Enter the current Salaries & Benefits for the current month

1.4) Services & Supplies
- Enter the total Services & Supplies claimed to date
- Enter the current Services & Supplies for the current month

2) ***Claim Request Form***
- Verify the data autopopulated from the Supporting Documentation tab
- Enter the Allocation Awarded amount in Row 32
- Sign the Request Claim Form
- Email the entire worksheet to: budget&finance@ceo.oc.gov

Timing of Claims

It is expected that funds awarded will be expended within 12 months of notification of Board of Supervisors approval. Claims must be submitted per the frequency indicated in the approved agreement. If any funds remain unspent at that time, justification will be requested to maintain the allocation and will require OC Juvenile Justice Coordination Council approval. Similarly, amounts awarded and no longer needed will revert back to the JJCPA Fund for future uses and may not be substituted for other needs.

Submitting Claims

Signed claims and supporting documentation form must be submitted electronically to the CEO Budget and Finance Office at budget&finance@ceo.oc.gov

[Organization Name]

Supporting Documentation for Juvenile Justice Crime Prevention Act Funding Claim

For the month of : [Month] 2025

Expenditure Category	Claimed to Date	Current Claim	Total Claimed
Salaries & Benefits			
[Description]	$0.00	-	$ -
[Description]	-	-	-
[Description]	-	-	-
Total Salary and Benefits	**$0.00**	**$0.00**	**$ -**
Services & Supplies			
[Description]	-	-	-
[Description]	-	-	-
[Description]	-	-	-
	$0.00	**$0.00**	**$ -**
Total	**$0.00**	**$0.00**	**$ -**

BUDGET & FINANCE OFFICE

Juvenile Justice Crime Prevention Act

OC Juvenile Justice Coordinating Council Funding Opportunity

Funding - Reimbursement Request

To: County of Orange, Budget & Finance Office
Attn: Berta Tapia, Team Lead
Email: budget&finance@ceo.oc.gov
400 W. Civic Center Drive, Room 580
Santa Ana, CA 92701

Claim Submitted By:	
Organization	
Address	

Agreement Number:	
MA-017-	
Funding Year:	
FY	

Date of Claim:
Prepared by:
Contact Information:

Date	Description (include year of award)	Amount
	Expenditures for the month of [Month Year]	$0.00
	Total Claimed	$0.00
	Add: Prior Claims	$0.00
	YTD Claims	-
	Allocation Awarded:	$0.00
	Balance:	-

I hereby certify that this claim form is true and correct and is supported by accounting information and documentation held and available for review.		Expenditures authorized and approved by:	
Signature	Date	CEO Budget & Finance Approval	
Printed Name	Title	Printed Name	Date

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ATTACHMENT C – PROGRAM REPORTING REQUIREMENTS

Youth Participant Reporting

1. Youth Enrollment | Entry into services

1. How many youths were referred to this program during the year
    a. If not applicable, state why
2. What are the total number of entries into the program in the Fiscal Year =
3. What is the total number of participants in the program in the Fiscal Year =

2. Youth Demographics and Profiles at Service Entry | Record demographics of youth when they entered/enrolled in the program.

a. Age at Entry:
b. Gender:
c. Ethnicity (report out additional ethnicities if available)

3. Current City of Residence for Each Participant

4. Exiting Youth | The total number of youths that left the program during the reporting period.

a. Total number of youths who left the program during the period a. Number of youths who successfully completed the program as defined in the application for funding
    i. Number of youths who did not complete the program as defined in the application for funding
    i. Number of youths who partially completed the program
    ii. Number of youths who did not make progress toward completion of the program
    iii. Number of youths who left the program for reasons unrelated to program

5. Demographics and Profiles of Youth who Successfully Completed (based on 1a above data)

a. Gender of participants who successfully completed the program
b. Ethnicity of participants who successfully completed the program

6. Demographics and Profiles of Youth who did not complete the program (based on 1b above data)

a. Gender of participants who did not complete the program
b. Ethnicity of participants who did not complete the program

7. Average length of stay

a. Of those that successfully completed (reported in 1a), what is the average length of stay

8. Outcomes

a. Based on the program description, report the program outcome(s) of the services being provided. Please ensure description is Specific, Measurable, Achievable and Agreed, Realistic, Timebound (SMART).
b. How are you measuring these outcomes? (Identify a tool, scale, or other form of measurement being used and describe the frequency of administration).
c. What are the outcomes? (Report the outcomes from the tool: baseline upon entry and results at exit/discharge if applicable).

9. Challenges and Solutions

a. Challenge(s) your program has faced during this reporting period and solution(s) or possible solution(s) that addressed the challenge(s).
b. Success Stories | Any success(es) you want to share - for example, an anecdotal story (please do not use PHI or PII in this narrative).

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.

a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).

b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).

c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.

a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:

- The stated reason or purpose for seeking access;
- The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
- Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
- The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
- The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
- The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
- The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.

a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.

a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.

b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. Requests for admission of media: Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. Requests for "media coverage": All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY J. WAUTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (~~714~~) ~~935-7000~~
FAX (~~714~~) ~~935-7638~~
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court
Administrative Order: A-100-2-2013
Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.

2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.

3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.

4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.

3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.

a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).

b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).

c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.

4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.

a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:

- The stated reason or purpose for seeking access;
- The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
- Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
- The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
- The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
- The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
- The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)

b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.

a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.

2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.

a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.

b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.

b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.

a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. Requests for admission of media: Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.

a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. Requests for "media coverage": All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.

a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.

4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.

5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.

6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.
   a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

Maria D. Hernandez
Presiding Judge of Juvenile Court

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Superior Court of California
County of Orange

Chambers of
JOANNE MOTOIKE
JUVENILE COURT PRESIDING JUDGE

341 THE CITY DRIVE
DEPARTMENT L21
ORANGE, CA 92868
PHONE: 657-622-5502

NOTICE OF INTENT TO REVISE ADMINISTRATIVE ORDER NO. 12/003-903
Re: Exchange of Information

PLEASE TAKE NOTICE:

Pursuant to Superior Court of Orange County Local Rule 900.1.2, the Orange County Juvenile Court intends to revise the Orange County "Juvenile Court Administrative Order 12/003-903, Re: Exchange of Information". The revised order is attached to this Notice.

All interested persons, agencies and organizations are invited to comment upon the Court's proposed revised order, prior to the expiration of the forty-five day period.

Further, upon adoption of the proposed order, the Court shall rescind any prior administrative or miscellaneous orders pertaining to the same substantive matters addressed by the proposed order, unless otherwise referenced or incorporated into the proposed order.

Pursuant to Local Rule 900.1.2, this notice shall be distributed to: County Counsel, District Attorney, Social Services Agency, Probation Department, Public Defender, the law firms and counsel with whom the Juvenile Court has contracted for the representation of minors and/or parents before the dependency and delinquency courts, Health Care Agency, Department of Education, Children and Families Commission, Court Appointed Special Advocates (CASA), and Orangewood Foundation.

Date: May 7, 2018

Joanne Motoike
Presiding Judge of Juvenile Court

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAY 07 2018
DAVID H. YAMASAKI, Clerk of the Court
BY: J. WAUTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files[1], this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local school." (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been declared pursuant to WIC Section 709, the

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[1] For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

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exchange of information concerning the youth is governed by Administrative Order No. 13/010, Revised: March 7, 2013.

2. *To victims for whom restitution has been ordered*

Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal Code Section 1214, subdivision (b).

3. *As attachments to Social Service Agency reports filed with the Juvenile Court*

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court, and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subds. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subds. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

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governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No. 688.2, Revised: May 7, 2018.

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552, and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

Information from a juvenile case file, received by an authorized recipient, shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical, or educational information absent an order from the Presiding Judge of the Juvenile Court.

This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule provisions control.

Dated this 7th of May 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (~~714~~) ~~935-7000~~
FAX (~~714~~) ~~935-7638~~
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

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2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

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relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

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Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

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3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

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574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 30061

30061. (a) There shall be established in each county treasury a Supplemental Law Enforcement Services Account (SLESA), to receive all amounts allocated to a county for purposes of implementing this chapter.

(b) In any fiscal year for which a county receives moneys to be expended for the implementation of this chapter, the county auditor shall allocate the moneys in the county's SLESA within 30 days of the deposit of those moneys into the fund. The moneys shall be allocated as follows:

(1) Five and fifteen-hundredths percent to the county sheriff for county jail construction and operation. In the case of Madera, Napa, and Santa Clara Counties, this allocation shall be made to the county director or chief of corrections.

(2) Five and fifteen-hundredths percent to the district attorney for criminal prosecution.

(3) Thirty-nine and seven-tenths percent to the county and the cities within the county, and, in the case of San Mateo, Kern, Siskiyou, and Contra Costa Counties, also to the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community Services District, the Lake Shastina Community Services District, and the Kensington Police Protection and Community Services District, in accordance with the relative population of the cities within the county and the unincorporated area of the county, and the Broadmoor Police Protection District in the County of San Mateo, the Bear Valley Community Services District and the Stallion Springs Community Services District in Kern County, the Lake Shastina Community Services District in Siskiyou County, and the Kensington Police Protection and Community Services District in Contra Costa County, as specified in the most recent January estimate by the Demographic Research Unit of the Department of Finance, and as adjusted to provide, except as provided in subdivision (i), a grant of at least one hundred thousand dollars ($100,000) to each law enforcement jurisdiction. For a newly incorporated city whose population estimate is not published by the Department of Finance, but that was incorporated prior to July 1 of the fiscal year in which an allocation from the SLESA is to be made, the city manager, or an appointee of the legislative body, if a city manager is not available, and the county administrative or executive officer shall prepare a joint notification to the Department of Finance and the county auditor with a population estimate reduction of the unincorporated area of the county equal to the population of the newly incorporated city by July 15, or within 15 days after the Budget Act is enacted, of the fiscal year in which an allocation from the SLESA is to be made. No person residing within the Broadmoor Police Protection District, the Bear Valley Community Services District,

the Stallion Springs Community Services District, the Lake Shastina Community Services District, or the Kensington Police Protection and Community Services District shall also be counted as residing within the unincorporated area of the County of San Mateo, Kern, Siskiyou, or Contra Costa, or within any city located within those counties. Except as provided in subdivision (i), the county auditor shall allocate a grant of at least one hundred thousand dollars ($100,000) to each law enforcement jurisdiction. Moneys allocated to the county pursuant to this subdivision shall be retained in the county SLESA, and moneys allocated to a city pursuant to this subdivision shall be deposited in a SLESA established in the city treasury.

(4) Fifty percent to the county or city and county to implement a comprehensive multiagency juvenile justice plan as provided in this paragraph. The juvenile justice plan shall be developed by the local juvenile justice coordinating council in each county and city and county with the membership described in Section 749.22 of the Welfare and Institutions Code. The plan shall be reviewed and updated annually by the council. The plan or updated plan may, at the discretion of the county or city and county, be approved by the county board of supervisors. The plan or updated plan shall be submitted to the Office of Youth and Community Restoration by May 1 of each year in a format specified by the office that consolidates the form of submission of the annual comprehensive juvenile justice multiagency plan to be developed under this chapter with the form for submission of the annual Youthful Offender Block Grant plan that is required to be developed and submitted pursuant to Section 1961 of the Welfare and Institutions Code.

(A) The multiagency juvenile justice plan shall include, but not be limited to, all of the following components:

(i) An assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol, and youth services resources that specifically target at-risk juveniles, juvenile offenders, and their families.

(ii) An identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime, such as gang activity, daylight burglary, late-night robbery, vandalism, truancy, controlled substances sales, firearm-related violence, and juvenile substance abuse and alcohol use.

(iii) A local juvenile justice action strategy that provides for a continuum of responses to juvenile crime and delinquency and demonstrates a collaborative and integrated approach for implementing a system of swift, certain, and graduated responses for at-risk youth and juvenile offenders.

(iv) A description of the programs, strategies, or system enhancements that are proposed to be funded pursuant to this subparagraph.

(B) Programs, strategies, and system enhancements proposed to be funded under this chapter shall satisfy all of the following requirements:

(i) Be based on programs and approaches that have been demonstrated to be effective in reducing delinquency and addressing juvenile crime for any elements of response to juvenile crime and delinquency, including prevention, intervention, suppression, and incapacitation.

(ii) Collaborate and integrate services of all the resources set forth in clause (i) of subparagraph (A), to the extent appropriate.

(iii) Employ information sharing systems to ensure that county actions are fully coordinated, and designed to provide data for measuring the success of juvenile justice programs and strategies.

(C) To assess the effectiveness of programs, strategies, and system enhancements funded pursuant to this paragraph, each county or city and county shall submit, by October 1 of each year, a report to the county board of supervisors and to the Office of Youth and Community Restoration on the programs, strategies, and system enhancements funded pursuant to this chapter. The report shall be in a format specified by the office that consolidates the report to be submitted pursuant to this chapter with the annual report to be submitted to the office for the Youthful Offender Block Grant program, as required by subdivision (c) of Section 1961 of the Welfare and Institutions Code. The report shall include all of the following:

(i) An updated description of the programs, strategies, and system enhancements that have been funded pursuant to this chapter in the immediately preceding fiscal year.

(ii) An accounting of expenditures during the immediately preceding fiscal year for each program, strategy, or system enhancement funded pursuant to this chapter.

(iii) A description and expenditure report for programs, strategies, or system enhancements that have been cofunded during the preceding fiscal year using funds provided under this chapter and Youthful Offender Block Grant funds provided under Chapter 1.5 (commencing with Section 1950) of Division 2.5 of the Welfare and Institutions Code.

(iv) Countywide juvenile justice trend data available from existing statewide juvenile justice data systems or networks, as specified by the Office of Youth and Community Restoration, including, but not limited to, arrests, diversions, petitions filed, petitions sustained, placements, incarcerations, subsequent petitions, and probation violations, and including, in a format to be specified by the office, a summary description or analysis, based on available information, of how the programs, strategies, or system enhancements funded pursuant to this chapter have or may have contributed to, or influenced, the juvenile justice data trends identified in the report.

(D) The office shall, within 45 days of having received the county's report, post on its internet website a description or summary of the programs, strategies, or system enhancements that have been supported by funds made available to the county under this chapter.

(E) The Office of Youth and Community Restoration shall compile the local reports and, by March 1 of each year following their submission, make a report to the Governor and the Legislature summarizing the programs, strategies, and system enhancements and related expenditures made by each county and city and county from the appropriation made for the purposes of this paragraph. The annual report to the Governor and the Legislature shall also summarize the countywide trend data and any other pertinent information submitted by counties indicating how the programs, strategies, or system enhancements supported by funds appropriated under this chapter

have or may have contributed to, or influenced, the trends identified. The office may consolidate the annual report to the Legislature required under this paragraph with the annual report required by subdivision (d) of Section 1961 of the Welfare and Institutions Code for the Youthful Offender Block Grant program. The annual report shall be submitted pursuant to Section 9795, and shall be posted for access by the public on the internet website of the office.

(c) Subject to subdivision (d), for each fiscal year in which the county, each city, the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community Services District, the Lake Shastina Community Services District, and the Kensington Police Protection and Community Services District receive moneys pursuant to paragraph (3) of subdivision (b), the county, each city, and each district specified in this subdivision shall appropriate those moneys in accordance with the following procedures:

(1) In the case of the county, the county board of supervisors shall appropriate existing and anticipated moneys exclusively to provide frontline law enforcement services, other than those services specified in paragraphs (1) and (2) of subdivision (b), in the unincorporated areas of the county, in response to written requests submitted to the board by the county sheriff and the district attorney. Any request submitted pursuant to this paragraph shall specify the frontline law enforcement needs of the requesting entity, and those personnel, equipment, and programs that are necessary to meet those needs.

(2) In the case of a city, the city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief of police of that city or the chief administrator of the law enforcement agency that provides police services for that city.

(3) In the case of the Broadmoor Police Protection District within the County of San Mateo, the Bear Valley Community Services District or the Stallion Springs Community Services District within Kern County, the Lake Shastina Community Services District within Siskiyou County, or the Kensington Police Protection and Community Services District within Contra Costa County, the legislative body of that special district shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief administrator of the law enforcement agency that provides police services for that special district.

(d) For each fiscal year in which the county, a city, or the Broadmoor Police Protection District within the County of San Mateo, the Bear Valley Community Services District or the Stallion Springs Community Services District within Kern County, the Lake Shastina Community Services District within Siskiyou County, or the Kensington Police Protection and Community Services District within Contra Costa County receives any moneys pursuant to this chapter, in no event shall the governing body of any of those recipient agencies subsequently alter any previous, valid appropriation by that body, for that same fiscal year, of moneys allocated to the county or city pursuant to paragraph (3) of subdivision (b).

(e) For the 2011–12 fiscal year, the Controller shall allocate 23.54 percent of the amount deposited in the Local Law Enforcement Services Account in the Local Revenue Fund 2011 for the purposes of paragraphs (1), (2), and (3) of subdivision (b), and shall allocate 23.54 percent for purposes of paragraph (4) of subdivision (b).

(f) Commencing with the 2012–13 fiscal year, subsequent to the allocation described in subdivision (c) of Section 29552, the Controller shall allocate 23.54363596 percent of the remaining amount deposited in the Enhancing Law Enforcement Activities Subaccount in the Local Revenue Fund 2011 for the purposes of paragraphs (1) to (3), inclusive, of subdivision (b), and, subsequent to the allocation described in subdivision (c) of Section 29552, shall allocate 23.54363596 percent of the remaining amount for purposes of paragraph (4) of subdivision (b).

(g) Commencing with the 2013–14 fiscal year, subsequent to the allocation described in subdivision (d) of Section 29552, the Controller shall allocate 23.54363596 percent of the remaining amount deposited in the Enhancing Law Enforcement Activities Subaccount in the Local Revenue Fund 2011 for the purposes of paragraphs (1) to (3), inclusive, of subdivision (b), and, subsequent to the allocation described in subdivision (d) of Section 29552, shall allocate 23.54363596 percent of the remaining amount for purposes of paragraph (4) of subdivision (b). The Controller shall allocate funds in monthly installments to local jurisdictions for public safety in accordance with this section as annually calculated by the Director of Finance.

(h) Funds received pursuant to subdivision (b) shall be expended or encumbered in accordance with this chapter no later than June 30 of the following fiscal year. A local agency that has not met the requirement of this subdivision shall remit unspent SLESA moneys received after April 1, 2009, to the Controller for deposit in the Local Safety and Protection Account, after April 1, 2012, to the Local Law Enforcement Services Account, and after July 1, 2012, to the County Enhancing Law Enforcement Activities Subaccount. This subdivision shall become inoperative on July 1, 2015.

(i) In the 2010–11 fiscal year, if the fourth quarter revenue derived from fees imposed by subdivision (a) of Section 10752.2 of the Revenue and Taxation Code that are deposited in the General Fund and transferred to the Local Safety and Protection Account, and continuously appropriated to the Controller for allocation pursuant to this section, are insufficient to provide a minimum grant of one hundred thousand dollars ($100,000) to each law enforcement jurisdiction, the county auditor shall allocate the revenue proportionately, based on the allocation schedule in paragraph (3) of subdivision (b). The county auditor shall proportionately allocate, based on the allocation schedule in paragraph (3) of subdivision (b), all revenues received after the distribution of the fourth quarter allocation attributable to these fees for which payment was due prior to July 1, 2011, until all minimum allocations are fulfilled, at which point all remaining revenue shall be distributed proportionately among the other jurisdictions.

(j) The county auditor shall redirect unspent funds that were remitted after July 1, 2012, by a local agency to the County Enhancing Law Enforcement Activities

Subaccount pursuant to subdivision (h), to the local agency that remitted the unspent funds in an amount equal to the amount remitted.

(Amended by Stats. 2024, Ch. 50, Sec. 1. (AB 169) Effective July 2, 2024.)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

WELFARE AND INSTITUTIONS CODE

Section 749.22

749.22. To be eligible for this grant, each county shall be required to establish a multiagency juvenile justice coordinating council that shall develop and implement a continuum of county-based responses to juvenile crime. The coordinating councils shall, at a minimum, include the chief probation officer, as chair, and one representative each from the district attorney's office, the public defender's office, the sheriff's department, the board of supervisors, the department of social services, the department of mental health, a community-based drug and alcohol program, a city police department, the county office of education or a school district, and an at-large community representative. In order to carry out its duties pursuant to this section, a coordinating council shall also include representatives from nonprofit community-based organizations providing services to minors. The board of supervisors shall be informed of community-based organizations participating on a coordinating council. The coordinating councils shall develop a comprehensive, multiagency plan that identifies the resources and strategies for providing an effective continuum of responses for the prevention, intervention, supervision, treatment, and incarceration of male and female juvenile offenders, including strategies to develop and implement locally based or regionally based out-of-home placement options for youths who are persons described in Section 602. Counties may utilize community punishment plans developed pursuant to grants awarded from funds included in the 1995 Budget Act to the extent the plans address juvenile crime and the juvenile justice system or local action plans previously developed for this program. The plan shall include, but not be limited to, the following components:

(a) An assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol and youth services resources which specifically target at-risk juveniles, juvenile offenders, and their families.

(b) An identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime, such as gang activity, daylight burglary, late-night robbery, vandalism, truancy, controlled substance sales, firearm-related violence, and juvenile alcohol use within the council's jurisdiction.

(c) A local action plan (LAP) for improving and marshaling the resources set forth in subdivision (a) to reduce the incidence of juvenile crime and delinquency in the areas targeted pursuant to subdivision (b) and the greater community. The councils shall prepare their plans to maximize the provision of collaborative and integrated services of all the resources set forth in subdivision (a), and shall provide specified strategies for all elements of response, including prevention, intervention, suppression,

and incapacitation, to provide a continuum for addressing the identified male and female juvenile crime problem, and strategies to develop and implement locally based or regionally based out-of-home placement options for youths who are persons described in Section 602.

(d) Develop information and intelligence-sharing systems to ensure that county actions are fully coordinated, and to provide data for measuring the success of the grantee in achieving its goals. The plan shall develop goals related to the outcome measures that shall be used to determine the effectiveness of the program.

(e) Identify outcome measures which shall include, but not be limited to, the following:

(1) The rate of juvenile arrests.

(2) The rate of successful completion of probation.

(3) The rate of successful completion of restitution and court-ordered community service responsibilities.

(Amended by Stats. 1998, Ch. 500, Sec. 6. Effective September 15, 1998.)

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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: 12/11/2025

TO: RiskMgmtInsurance@ocgov.com

FROM:	Janinne Boutte	714-567-5116	County Procurement Office
	County Employee	Phone #	County Department

CONTRACT TYPE

- [ ] Commodities
- [ ] Public Works
- [x] Services
- [ ] Lease/License
- [ ] A & E
- [ ] Other

Vendor Name: Cell Dogs Inc.

IFB: [ ] Yes [x] No Contract or RFP #: MA-017-26010663 Contract Amount: $146,320

Insurance Type to Reviewed for Waiver or Modification of Terms

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

Request and Justification (add another page if necessary):

Cell Dogs requested insurance terms and indemnification language to align with Probation MOU. This includes negotiated mutual indemnification language and heavily negotiated insurance language.

To Be Completed by CEO/Risk Management

- [x] Approved
- [ ] Denied
- [ ] Approved as Modified

Comments

CEO/Risk Management: DocuSigned by: Calvin Wong 19EE0532350D4B3... Date: 12/11/2025

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

BOARD OF SUPERVISORS

RECEIVED
2025 DEC 12 AM 10:00
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

Doug Chaffee

To: Chairman Doug Chaffee, Fourth District

From: Supervisor Vicente Sarmiento, Second District

Date: December 11, 2025

Subject: Addition of Supplemental Item to the December 16, 2025 Board Meeting Agenda

528L

Supervisor Sarmiento requests the reallocation of $150,000 in unspent discretionary funds from the January – April 2025 Weather-Activated Response for Motels (WARM) Program. The funds will support a second year of the WARM Program, which with Board approval, will launch in January 2026 and provide emergency motel placements for unhoused families in the Second District during cold-weather events.

The Program will include the cost of motel rooms, food assistance, and Pathways of Hope's program administration and staffing, all of which are necessary to operate the program during the upcoming cold-weather season.

I ask that the Board of Supervisors approve the following recommended actions at the December 16, 2025 meeting:

1. Reallocate $150,000 that was previously allocated from Second District Discretionary funds on January 14, 2025, Item No. 37, and approve the use of the unspent funds for the Weather Activated Rooms for Families (WARM) program to Pathways of Hope.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Pathways of Hope 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.

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2025 DEC 12 AM 10: 00
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Chairman Chaffee, Fourth District

From: Supervisor Vicente Sarmiento, Second District

Date: December 12, 2025

RE: Add Supplemental Item for December 16, 2025, Board of Supervisors Meeting

Please add this as a supplemental item for the December 16, 2025, Board of Supervisors meeting:

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

- The Cambodian Family - $500
- Orangewood Foundation - $1,500

Recommended Actions:

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

2. Authorize Auditor-Controller to make related payments.

County Event Calendar
FY 25-26 Events

Date	Department	Event	Awards to Nonprofits and Community Organizations	Not to Exceed Amount	Location	Organizer	Other County Participants
December 2025	District 2	Breakfast with Santa	The Cambodian Family	$500	Santa Ana	N/A	N/A
December 2025	District 2	Winter Wonderland	Orangewood Foundation	$1,500	Santa Ana	N/A	N/A

Glossary of Acronyms

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

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BOARD OF SUPERVISORS

Doug Chaffee

MEMORANDUM

To: Clerk of the Board

From: Supervisor Donald P. Wagner, Third District

Date: December 12, 2025

RE: Supplemental Item for December 16, 2025 Board of Supervisors Meeting S280

Please add the following as a supplemental item to the December 16, 2025 Board of Supervisors meeting agenda:

Approve the allocation of $75,000 from Third District discretionary funds to El Rodeo Rescue to support the establishment of the Orange County Animal Rescue Team (OCART), including costs related to insurance, training supplies, a rescue trailer, volunteer equipment, and other necessary materials. OCART will be a trained volunteer team dedicated to assisting with the rescue of large animals during emergencies, especially wildfires, throughout Orange County.

Over the past several months, I have been working closely with representatives of the large animal and equestrian communities across the county, as well as County staff, including the Orange County Sheriff's Department Emergency Management Division, OC Community Resources, OC Animal Care, the County Executive Office, and County Counsel. We have worked tirelessly to establish a County-supported program in partnership with these dedicated volunteers who are willing to assist during emergencies. Together, we have developed and agreed upon a Plan of Cooperation between the County and OCART to ensure this team can be safely and effectively deployed when needed.

The Plan of Cooperation will be activated for emergencies occurring in unincorporated areas or when two or more cities are impacted. The funds allocated by my office to stand up OCART will also help position the organization to secure agreements with incorporated cities. This will allow OCART to serve not only during County emergencies, but throughout the entire county for any jurisdiction that needs assistance.

Public safety is our top priority, and ensuring we have a robust, well-coordinated emergency response system is essential. This allocation is a meaningful step toward strengthening our preparedness and improving our capabilities each and every day.

I ask that the Board of Supervisors approve the following recommended actions at our December 16, 2025 meeting:

1. Approve the allocation of $75,000 from Third District discretionary funds to El Rodeo Rescue.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social needs of County residents.

3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with El Rodeo Rescue as necessary to effectuate the purposes of this allocation, including, but not limited to, the allocation of funds to El Rodeo Rescue.

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.

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CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
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LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 1
December 16, 2025

MEMORANDUM

December 10, 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 that a closed session be held on Tuesday, December 16, 2025, for the Board to consider various pre-litigation claims filed by members of the public for losses and damages incurred as a result of the September 2024 Airport Fire, as authorized under Government Code section 54956.9(d)(2).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION pursuant to Government Code section 54956.9(d)(2).
> Number of Cases: Multiple.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

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

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CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
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LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-2
December 16, 2025

MEMORANDUM

December 10, 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, June 10, 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: *Clarisse Magtoto v. County of Orange,* Orange County Superior Court Case No. 30-2022-01241335, *Amy Tallakson v. County of Orange,* Orange County Superior Court Case No. 30-2022-01241346, *Shabnum Azizi v. County of Orange,* Orange County Superior Court Case No. 30-2022-01232544, *Mallory Miller v. County of Orange,* Orange County Superior Court Case No. 30-2022-01252436, *Bethel Cope-Vega v. County of Orange,* Orange County Superior Court Case No. 30-2022-01252452, *Mohammad Abuershaid v. County of Orange,* Orange County Superior Court Case No. 30-2022-01243989, *and Tracy Miller v. County of Orange et al.,* Orange County Superior Court Case No. 30-2022-01262015.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

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