AGENDA

Orange City Council

December 09, 2025

5:00 PM Closed Session
6:00 PM Regular Session

City Council Chamber
300 E. Chapman Avenue
Orange, CA 92866

Jarad L. Hildenbrand
City Manager

Nathalie Adourian
City Attorney

Pamela Coleman
City Clerk

DAN SLATER
Mayor

DENIS BILODEAU
Mayor pro tem, District 4

ARIANNA BARRIOS
Councilmember, District 1

JON DUMITRU
Councilmember, District 2

KATHY TAVOULARIS
Councilmember, District 3

ANA GUTIERREZ
Councilmember, District 5

JOHN GYLLENHAMMER
Councilmember, District 6

The City of Orange City Council welcomes you to this meeting and encourages your participation. Regular City Council meetings are held on the second and fourth Tuesday of each month at 6:00 p.m.

Agenda Information

The agenda contains a brief general description of each item to be considered. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda. The agenda and supporting documentation is available after 4:00 p.m. on the Thursday prior to the Council meeting on the City's website at www.cityoforange.org, at the City Clerk's Office located at 300 E. Chapman Avenue, and at the Main Public Library located at 407 E. Chapman Avenue. Written materials relating to an item on the agenda that are provided to the City Council after agenda packet distribution and within 72 hours before Council is to consider the item will be made available for public inspection in the City Clerk's Office during normal business hours; at the City Council meeting; and made available on the City's website.

Public Participation

Regular meetings are televised live on Spectrum Cable Channel 3 and AT&T U-verse Channel 99, and streamed live and on-demand on the City's website at www.cityoforange.org.

Pursuant to Government Code Section 54954.3, members of the public may address the City Council on any agenda item before or during Council's consideration of the item, and on any other matters within the City Council's jurisdiction by using any of the following methods:

1) In-Person

To speak on an item on the agenda, complete a speaker card indicating your name, address, and identify the agenda item number or subject matter you wish to address. The card should be given to the City Clerk prior to the start of the meeting. General comments are received during the "Public Comments" section at the beginning of the Regular Session. No action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced. It is requested that you state your name for the record, then proceed to address the City Council. All speakers shall observe civility, decorum, and good behavior.

(Continued on page 2)

2) Written Public Comments via eComment

Members of the public can submit their written comments electronically for City Council consideration by using the eComment feature on the Agenda page of the City's website at www.cityoforange.org. To ensure distribution to the City Council prior to consideration of the agenda, we encourage the public to submit written comments by 3:00 p.m. the day of the meeting. All written comments will be provided to the Council for consideration and posted on the City's website after the meeting.

3) Public Comments via recorded voicemail message

Finally, the public can record their comments by calling (714) 744-2234 no later than 3:00 p.m. the day of the meeting. Recorded messages will not be played at the meeting, but will be provided to the Council.

In accordance with Ordinance No. 10-01, any person making personal, impertinent, slanderous or profane remarks or who becomes boisterous while addressing the Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council further during that meeting, unless permission to continue is granted by a majority vote of the Council.

Please contact the City Clerk's Office at (714) 744-5500 with any questions.

ADA Requirements: In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (714) 744-5500. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

REMINDER: Please silence all electronic devices while City Council is in session.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

1.1 ROLL CALL

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, members of the public may address the Council on Closed Session items only. Public Comments are limited to three (3) minutes per speaker.

3. RECESS TO CLOSED SESSION

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
City Negotiators: Jarad Hildenbrand, City Manager; Cody Kleen, Acting Human Resources Director; Peter J. Brown, Liebert Cassidy Whitmore
Employee Organizations: Orange City Firefighters, Orange Fire Management Association, City of Orange Police Association, City of Orange Police Management Association

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)
(Two potential cases)

4. CLOSED SESSION REPORT

5. ADJOURNMENT

The City Council will adjourn to the 6:00 p.m. Regular Session in the Council Chamber.

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

1.1 INVOCATION

Vicar Micah Raebel, St. John's Lutheran Church of Orange

1.2 PLEDGE OF ALLEGIANCE

Councilmember Arianna Barrios

1.3 ROLL CALL

1.4 PRESENTATIONS/ANNOUNCEMENTS

Friends of Orange Public Library Presentation to the Orange Public Library

Abound Food Care Update

1.5 REPORT ON CLOSED SESSION ACTIONS

2. PUBLIC COMMENTS

At this time, members of the public may address the Council on matters not listed on the agenda within the subject matter jurisdiction of the City Council, provided that NO action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.

Recommended Action:

Approve.

Attachments: Staff Report

3.2. Confirmation of accounts payable warrant registers dated November 6, 13, 20, and 26, 2025 and payroll warrants dated November 7 and 21, 2025.

Recommended Action:

Ratify the accompanying registers.

Attachments: Staff Report
November 7, 2025 - Payroll Warrant Information
November 21 2025 - Payroll Warrant Information
November 6, 2025 Warrant Writing Register
November 13, 2025 Warrant Writing Register
November 20 2025 Warrant Writing Register
November 26, 2025 Warrant Writing Register

3.3. Approval of minutes of the City of Orange City Council Regular Meeting held on November 12, 2025.

Recommended Action:

Approve minutes as presented.

Attachments: Staff Report
November 12, 2025 Regular Meeting minutes

3.4. Agreement with Life Scan Wellness Centers for Cancer, Heart, Vascular, and Disease Ultrasound Screenings for Orange City Fire Department Personnel.

Recommended Action:

Approve the agreement with Life Scan Wellness Centers the amount of $55,000 for Cancer, Heart, Vascular, and Disease Ultrasound Screenings; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Professional Service Agreement with Life Scan Wellness Centers

3.5. Agreement with Interior Office Solutions, Inc. for technology-driven workspaces and services for the Police Department.

Recommended Action:

1. Approve the agreement with Interior Office Solutions, Inc. in the amount of $500,000, representing the cost of furnishings and services of $468,909, plus a contingency of $31,091; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of $300,000 from Traffic Safety (450) unreserved fund balance to expenditure account number 450-4011-80101-255019, Traffic Safety - Furniture, Fixture, Equipment.
3. Approve the carryover for the following Fiscal Year 2024-2025 account balances to Fiscal Year 2025-2026:

454-4011-80101-255019	COPS Supplemental Law Enforcement Services	$500,000
570-4011-56101-255019	Developer Impact Fees-Police	$45,000
570-5601-84101-255019	Developer Impact Fees-Police	$211,020
954-5601-84101-255019	Merged 2008 Tax Exempt Bonds	$200,000

Attachments: Staff Report
Agreement with Interior Office Solutions, Inc.
OMNIA Contract No. 2020000606, Amendment No. 14

3.6. Agreement with Complete Paperless Solutions, LLC for Laserfiche annual maintenance and dedicated support.

Recommended Action:

Approve the agreement with Complete Paperless Solutions, LLC for a three-year term totaling $312,145.40, paid in three one-year increments of $125,049.66, $90,755.78, and $96,339.96 for Laserfiche support, product updates, and enhancements; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with Complete Paperless Solutions, LLC

3.7. First Amendment to Development Agreement No. 0010-24 with OC Reclamation LLC to update the zoning change resale provision of the agreement.

Recommended Action:

Approve the amendment to Development Agreement No. 0010-24 with OC Reclamation LLC; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
First Amendment to Development Agreement No. 0010-24

3.8. Five-Year and Three-Year Subscription Agreements with Governmentjobs.com, Inc. dba NEOGOV for applicant tracking and pre-employment assessment tools.

Recommended Action:

1. Approve a five-year agreement with Governmentjobs.com, Inc. dba NEOGOV in the amount of $83,948.93 for the Governmentjobs.com/Insight subscription; and authorize the Mayor and City Clerk to execute the agreement.
2. Approve a three-year agreement with Governmentjobs.com, Inc. dba NEOGOV in the amount of $30,000.00 for the eSkill Basic subscription; and authorize the Mayor and City Clerk to execute the agreement.
3. Approve a three-year agreement with Governmentjobs.com, Inc. dba NEOGOV in the amount of $2,677.63 for the eSkill Scale Package subscription; and authorize the Mayor and City Clerk to execute the agreement.

Attachments: Staff Report
Agreement with Governmentjobs.com, Inc. dba NEOGOV (Governmentjobs.com/Insight)
Agreement with Governmentjobs.com, Inc. dba NEOGOV (eSkill Basic Subscription)
Agreement with Governmentjobs.com, Inc. dba NEOGOV (eSkill Scale Package Subscription)

3.9. Appropriation of $45,000 in designated donation funding received from the Friends of Orange Public Library.

Recommended Action:

1. Accept into the City's General Fund (100) revenue budget $45,000 in donation funds from the Friends of Orange Public Library to:
   100-2101-48101-262105-48 Donations
2. Authorize the appropriation of $45,000 to General Fund (100) as follows:

100-2101-53101-262105-20	Operating Materials & Supplies	$5,000
100-2102-80101-262105-20	Furniture, Machinery & Equipment	$40,000

Attachments: Staff Report

3.10. Appropriation of $23,450 in designated donation funding received from the Orange Public Library Foundation.

Recommended Action:

1. Accept into the City's General Fund (100) revenue budget $23,450 in donation funds from the Orange Public Library Foundation to:
   100-2101-48101-262102-48 Donations
2. Authorize the appropriation of $23,450 to General Fund (100):
   100-2102-80101-262102-20 Furniture, Machinery & Equipment

Attachments: Staff Report

3.11. Award of Contract to Doane and Hartwig Water Systems, Inc. for purchase and installation of mixers at Reservoirs 2 and 10A.

Recommended Action:

Approve the contract with Doane and Hartwig Water Systems, Inc. in the amount of $60,972 representing an original bid amount of $55,429, plus a 10% contingency of $5,543 for purchase and installation of mixers at Reservoirs 2 and 10A; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Contract with Doane and Hartwig Water Systems, Inc.

3.12. Award of Contract to Farwest Corrosion Control Company for Reservoir 5 Exterior Cathodic Protection System Installation Project; Bid No. 25-26.06.

Recommended Action:

Approve the contract with Farwest Corrosion Control Company in the amount of $201,491.88, representing an original bid amount of $183,174.44, plus a 10% contingency of $18,317.44, for Reservoir 5 Exterior Cathodic Protection System Installation Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Contract with Farwest Corrosion Control Company

3.13. Notice of Completion and Acceptance for Grijalva Area Lighting Replacement Project; Bid No. 24-25.06.

Recommended Action:

1. Accept the Grijalva Area Lighting Replacement project (Project 20477) as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's.

Attachments: Staff Report
Notice of Completion and Acceptance

3.14. Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Sections 2.10.090 and 2.10.240 of the Orange Municipal Code to prohibit transfers of contributions from candidate-controlled committees to City Candidate-Committees, and to clarify procedures for amending campaign contribution limitations. Ordinance No. 19-25.

Recommended Action:

Adopt Ordinance No. 19-25.

Attachments: Staff Report
Ordinance No. 19-25

3.15. Submittal of annual financial reports for development impact fees for Fiscal Year 2024-2025.

Recommended Action:

Receive and file the annual financial reports relating to Transportation System Improvement Program Fees, Park Infill Fees, Fire Protection Facility Fees, Police Facility Development Fees, and Library Facilities Development Fees.

Attachments: Staff Report
Attachment A - Annual Report for Transportation System Improvement Program Fees
Attachment B - Annual Report for Park Infill Fees
Attachment C - Annual Report for Fire Protection Facilities Fees
Attachment D - Annual Report for Police Facility Development Fees
Attachment E - Annual Report for Library Facilties Development Fees

3.16. Authorization to submit a transportation improvement project application to the Orange County Transportation Authority for funding under Measure M2 of the Comprehensive Transportation Funding Program. Resolution No. 11645.

Recommended Action:

Adopt Resolution No. 11645. A Resolution of the City Council of the City of Orange approving the submittal of transportation improvement projects to the Orange County Transportation Authority for funding under the renewed Measure M2 of Comprehensive Transportation Funding Program.

Attachments: Staff Report
Resolution No. 11645
Location Map

3.17. Adoption of Fiscal Year Ended June 30, 2025, Measure M2 Expenditure Report. Resolution No. 11646.

Recommended Action:

Adopt Resolution No. 11646. A Resolution of the City Council of the City of Orange concerning the Fiscal Year ended June 30, 2025, Measure M2 Expenditure Report for the City of Orange.

Attachments: Staff Report
Resolution No. 11646
City of Orange M2 Expenditure Report for the FY ended June 30, 2025

3.18. Part-Time and Limited Duration employees' classification, compensation, and terms of employment for the period of January 1, 2026, through December 31, 2026, and Citywide Pay Schedule. Resolution Nos. 11650 and 11651.

Recommended Action:

1. Adopt Resolution No. 11650. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11587 and all amendments thereto and approving provisions relating to the classification, compensation, and terms of employment of Part-Time and Limited Duration employees effective January 1, 2026, through and including December 31, 2026.
2. Adopt Resolution No. 11651. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11639 and amending the Citywide Pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

Attachments: Staff Report
Resolution No. 11650
Resolution No. 11651

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR SLATER

5. REPORTS FROM COUNCILMEMBERS

An opportunity for Councilmembers to make a brief announcement, report, or request. Pursuant to Government Code Section 54954.2(a)(3), no action(s) or discussion(s) shall be undertaken on any item not appearing on the posted agenda.

5.1. Highlight Local Business (Gutierrez)

6. AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code Section 53232.3(d) on meetings and conferences attended at the City's expense.

7. REPORTS FROM BOARDS, COMMITTEES, AND COMMISSIONS

7.1. Appointment to the Community Development Block Grant Program Committee and Investment Advisory Committee.

Recommended Action:

Confirm Mayor Slater's recommendation to appoint Perla Lozano to the CDBG Program Committee for a two-year term ending on June 30, 2027; and Al Zelinka to the Investment Advisory Committee for a two-year term ending on June 30, 2027.

Attachments: Staff Report

7.2. Appointment of Orange County Mosquito and Vector Control District Board of Trustees representative.

Recommended Action:

Appoint a representative to the Orange County Mosquito and Vector Control District Board of Trustees to a two-year term commencing at noon on January 5, 2026, and ending January 3, 2028.

Attachments: Staff Report
OCMVCD Letter

8. REPORTS FROM CITY MANAGER

8.1. Consider combining the annual Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Club Car Show events.

Recommended Action:

1. Receive and file a presentation from Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Car Show representatives requesting authorization to combine their respective events into a single two-day event over the first weekend of May.
2. Provide direction to staff.

Attachments: Staff Report

9. PUBLIC HEARINGS

9.1. Public Hearing to consider a Substantial Amendment to the Fiscal Year 2025-2026 Annual Action Plan that is included in the 2025-2029 Consolidated Plan to establish a Business Assistance Façade Program.

Recommended Action:

1. Approve the Substantial Amendment to the 2025-2026 Annual Action Plan that is included in the 2025-2029 Consolidated Plan to create a Community Development Business Façade Program activity.
2. Allocate $100,000 to the Community Development Business Façade Program from the following sources:
    a. $45,741 from the Fiscal Year 2025-2026 Community Development Business Assistance Program (Admin)
    b. $36,973.89 from Fiscal Year 2022-2023 unspent entitlement funds
    c. $67,285.11 from Fiscal Year 2023-2024 unspent entitlement funds
3. Approve grant awards up to $50,000 for each eligible business.
4. Approve priority for eligible businesses providing 25% or more in matching funds.
5. Authorize staff to incorporate public comments received into the Substantial Amendment.
6. Authorize the City Manager or his designee to approve non-material changes to the Substantial Amendment if needed and execute any documents or agreements required by the Department of Housing and Urban Development.
7. Authorize staff to submit the Substantial Amendment to the Department of Housing and Urban Development.

Attachments: Staff Report
Substantial Amendment to the 2025-2026 Annual Action Plan
2025-2029 Consolidated Plan

10. ADMINISTRATIVE REPORTS

10.1. Agreements with C3 Office Solutions, LLC, dba C3 Tech for copier lease and managed print services.

Recommended Action:

1. Approve the agreement with C3 Office Solutions, LLC as supplier and Wells Fargo Bank, National Association as lessor in the amount of $43,162.20 for copier equipment leasing; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Approve the agreement with C3 Office Solutions, LLC dba C3 Tech for managed print services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Copier lease agreement with C3 Office Solutions, LLC
Managed print services agreement with C3 Tech
Regional Cooperative Agreement Contract RCA-017-23010022

10.2. Adopt Resolution No. 11647 or Resolution No. 11648 regarding the City's Safe and Sane Fireworks Program.

Recommended Action:

Adopt Resolution No. 11647 A Resolution of the City Council of the City of Orange, California, rescinding and replacing Resolution No. 11597 regarding the application and lottery process to sell "Safe and Sane" fireworks pursuant to Orange Municipal Code Chapter 8.13.

OR

Adopt Resolution No. 11648 A Resolution of the City Council of the City of Orange, California, rescinding and replacing Resolution No. 11597 regarding the application and lottery process to sell "Safe and Sane" fireworks pursuant to Orange Municipal Code Chapter 8.13.

Attachments: Staff Report
Resolution No. 11647
Resolution No. 11647 - Redline
Resolution No. 11648
Resolution No. 11648 - Redline

10.3. Fiscal Year 2025-26 General Fund First Quarter Report.

Recommended Action:

Receive and file.

Attachments: Staff Report

10.4. Fiscal Years 2025-2030 Citywide Strategic Plan and Grant Thornton Advisors, LLC Budget Risk and Economic Advisory Services Report Quarterly Updates.

Recommended Action:

Receive and file an update on the Fiscal Years 2025-2030 Citywide Strategic Plan and Grant Thornton, LLC Budget Risk and Economic Advisory Services report.

Attachments: Staff Report
December 9 Citywide Strategic Plan Quarterly Update

10.5. Investment Portfolio Update for July, August, and September of 2025.

Recommended Action:

Receive and file.

Attachments: Staff Report
Chandler Monthly Investment Report July 2025
Chandler Monthly Investment Report August 2025
Chandler Monthly Investment Report September 2025
Chandler Investment Report for the Period Ending September 30, 2025

11. LEGAL AFFAIRS

11.1. Introduction and First Reading of Ordinance No. 20-25 amending various sections of Chapter 3.08 of the Orange Municipal Code relating to the City's purchasing system.

Recommended Action:

Introduce and conduct First Reading of Ordinance No. 20-25. An Ordinance of the City Council of the City of Orange amending various sections of Orange Municipal Code Chapter 3.08.

Attachments: Staff Report
Ordinance No. 20-25
Ordinance No. 20-25 - Redline

12. ADJOURNMENT

The next Regular City Council meeting will be held on Tuesday, January 13, 2026, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

I, Jennifer Connally, CMC, Deputy City Clerk for the City of Orange, do hereby declare, under penalty of perjury, that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at the following locations: Orange Civic Center kiosk and Orange City Clerk's Office at 300 E. Chapman Avenue, Orange Main Public Library at 407 E. Chapman Avenue, Police facility at 1107 N. Batavia Street, and uploaded to the City's website www.cityoforange.org.

Date posted: December 4, 2025

Agenda Item

Orange City Council

Item #: 3.1. 12/9/2025 **File #:** 25-0625

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Waive reading in full of all ordinances on the Agenda.

2. SUMMARY

This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only.

State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 3.1. 12/9/2025 **File #:** 25-0625

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Waive reading in full of all ordinances on the Agenda.

2. SUMMARY

This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only.

State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 3.2. 12/9/2025 **File #:** 25-0532

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Confirmation of accounts payable warrant registers dated November 6, 13, 20, and 26, 2025 and payroll warrants dated November 7 and 21, 2025.

2. SUMMARY

Per Government Code Section 37208, the accounts payable warrant writings and payroll check warrants for the above listed dates are submitted for approval by the City Council.

3. RECOMMENDED ACTION

Ratify the accompanying registers.

4. DISCUSSION AND BACKGROUND

Government Code Section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum of payroll warrants and checks issued is noted in the attachments.

Government Code Section 37208(b) provides that accounts payable warrants or checks drawn in payment of demands certified or approved by the city clerk as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. The checks issued in the attached warrant registers have been certified to be in accordance with the City's approved budget.

5. ATTACHMENTS

- November 7, 2025 Payroll Warrant Information
- November 21, 2025 Payroll Warrant Information
- November 6, 2025 Warrant Writing Register
- November 13, 2025 Warrant Writing Register
- November 20, 2025 Warrant Writing Register
- November 26, 2025 Warrant Writing Register

Agenda Item

Orange City Council

Item #: 3.2. 12/9/2025 **File #:** 25-0532

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Confirmation of accounts payable warrant registers dated November 6, 13, 20, and 26, 2025 and payroll warrants dated November 7 and 21, 2025.

2. SUMMARY

Per Government Code Section 37208, the accounts payable warrant writings and payroll check warrants for the above listed dates are submitted for approval by the City Council.

3. RECOMMENDED ACTION

Ratify the accompanying registers.

4. DISCUSSION AND BACKGROUND

Government Code Section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum of payroll warrants and checks issued is noted in the attachments.

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5. ATTACHMENTS

- November 7, 2025 Payroll Warrant Information
- November 21, 2025 Payroll Warrant Information
- November 6, 2025 Warrant Writing Register
- November 13, 2025 Warrant Writing Register
- November 20, 2025 Warrant Writing Register
- November 26, 2025 Warrant Writing Register

City of Orange
Finance Department - PAYROLL

PAYROLL WARRANT INFORMATION

PAY PERIOD:	10/19/25 to 11/1/25		
PAYCHECK DATE:	Nov 7, 2025		
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	$ 3,810,461.10		
Total Employees Paid:	*668*	***Total Vendors Paid :***	*23*

Requestor Signature:

In accordance with Government Code Section 37202, I hereby certify and attest that the referenced demand conforms with the approved budget. I also certify and attest to the accuracy of the demands and the availability of funds for payment thereof.

Please review and approve before: _____

Date: 11/18/25 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, c=US, o=City of Orange, ou=City Clerk Department, email=pcoleman@cityoforange.org Reason: I agree to the terms defined by the placement of my signature on this document Date: 2025.11.18 11:17:33 -08'00' *Trang Nguyen,* *Finance Director*	**Comments:**
Date: 11/18/25 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, c=US, o=City of Orange, ou=City Clerk Department, email=pcoleman@cityoforange.org Reason: I agree to the terms defined by the placement of my signature on this document Date: 2025.11.18 11:17:33 -08'00' *Pamela Coleman,* *City Clerk*	**Comments:**

City of Orange
Finance Department - PAYROLL

PAYROLL WARRANT INFORMATION

PAY PERIOD:	11/2/25 to 11/15/25		
PAYCHECK DATE:	Nov 21, 2025		
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	$ 4,032,675.22		
Total Employees Paid:	*667*	***Total Vendors Paid :***	*25*

Requestor Signature:

In accordance with Government Code Section 37202, I hereby certify and attest that the referenced demand conforms with the approved budget. I also certify and attest to the accuracy of the demands and the availability of funds for payment thereof.

Please review and approve before: _____

Date: 12/1/25 Jennifer Connally Digitally signed by Jennifer Connally DN: cn=Jennifer Connally, c=US, o=City of Orange, email=jconnally@cityoforange.org Reason: I am approving this document Date: 2025.12.01 16:14:28 -08'00' *Trang Nguyen,* *Finance Director*	**Comments:**
Date: 12/1/25 Jennifer Connally Digitally signed by Jennifer Connally DN: cn=Jennifer Connally, c=US, o=City of Orange, email=jconnally@cityoforange.org Reason: I am approving this document Date: 2025.12.01 16:14:28 -08'00' *Pamela Coleman,* *City Clerk*	**Comments:**

City of Orange

Finance Department - Accounts Payable

WW # 0338

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 11/06/25 1 of 4 reports for 12/09/25 Council Meeting
Notes:	
Requester Signature:	eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123 — Date: 11-06-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Lillian Wen Key: 255ce3af4128a3a50bd1b4b009bc5bbc Lillian Wen, Finance	11-09-2025 Date	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad L. Hildenbrand, City Manager	11-12-2025 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	11-12-2025 Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5569	11/06/2025	WIRE	001117	PUBLIC EMPLOYEES RETIREME	817,470.77			

DOC	INVOICE NO	ACCOUNT	AMOUNT
9027	CalPERS 202511	100-0000-20414-	767,933.68
9027	CalPERS 202511	760-0000-52001-	49,537.09
9027	CalPERS 202511	760-0000-52001-	.00

110525	11/05/2025	WIRE	000384	SOUTHERN CALIF EDISON CO	169,475.62			
9120	11/05/25			100-0000-56205-				123,628.14
9120	11/05/25			601-5301-56205-				212.67
9120	11/05/25			291-5501-56205-				1,042.21
9120	11/05/25			291-5902-56205-				17.57
9120	11/05/25			293-5501-56205-				16.13
9120	11/05/25			600-5802-56205-				44,558.90
8002305	11/06/2025	PRINTED	014291	LETS CORP	3,079.00			
9082	INV-003027			355-4133-53199-				3,079.00
8002306	11/06/2025	PRINTED	020815	ACCENT MARKETING GROUP IN	1,474.00			
9119	40755			100-3011-53101-				1,583.82
8002307	11/06/2025	PRINTED	005997	ACTIN WASTE OIL SERVICE L	125.00			
8835	8500			100-5401-56101-				125.00
8002308	11/06/2025	PRINTED	019738	ADVANCED SECURITY SYSTEMS	119.85			
8200	036319			100-5601-56101-				119.85
8002309	11/06/2025	PRINTED	016134	SHELBY ALLEY	175.00			
9127	PROFDEV25/26			100-1401-57102-				175.00
8002310	11/06/2025	PRINTED	025087	ALOHAT LLC	3,208.19			
9147	1845785			100-3011-53102-				3,208.19
8002311	11/06/2025	PRINTED	002579	AMERICAN SANITARY SUPPLY	2,159.33			
8945	IN-AM051897			100-0000-15201-				753.71
8945	IN-AM051897			100-3121-53201-				522.61
8945	IN-AM051897			100-7203-53201-				883.01
8002312	11/06/2025	PRINTED	002689	ANDY GUMP INC	186.37			
8964	INV1280653			600-5802-53199-				186.37
8002313	11/06/2025	PRINTED	019520	ANSWER CALIFORNIA	998.35			
9102	000038-309-501			600-5802-55999-				998.35
8002314	11/06/2025	PRINTED	001147	ARCHIE'S TOWING	109.50			
9084	265707			450-4141-55000-				109.50
8002315	11/06/2025	PRINTED	002217	AT&T	11,307.01			
9109	10/15/25			100-1301-56201-				31.43
9109	10/15/25			100-1801-56201-				94.23
9109	10/15/25			100-2101-56201-				126.56

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9109		10/15/25	100-2316-56201-			155.50	
	DOC		INVOICE NO	ACCOUNT			AMOUNT	
	9109		10/15/25	100-3011-56201-			3,193.32	
	9109		10/15/25	100-4011-56201-			2,203.07	
	9109		10/15/25	100-5601-56101-			61.57	
	9109		10/15/25	100-7001-56201-			5,255.98	
	9109		10/15/25	600-5802-56201-			153.94	
	9109		10/15/25	100-5401-56201-			31.41	
8002316	11/06/2025	PRINTED	005378	AUTO ZONE	11.37			
	8949		05942447994	100-0000-15203-			11.37	
8002317	11/06/2025	PRINTED	001014	B & M LAWN & GARDEN CENTE	201.72			
	8849		698662	270-5201-53299-			201.72	
8002318	11/06/2025	PRINTED	015775	GAGE BOWEN	1,042.24			
	9146		EDU25/26	100-1401-57102-			1,042.24	
8002319	11/06/2025	PRINTED	018332	BPS SUPPLY GROUP	160.62			
	8230		S3256455.001	600-5802-53199-			160.62	
8002320	11/06/2025	PRINTED	002011	BURTONS FIRE INC	2,266.07			
	8832		S69585	100-0000-15203-			2,266.07	
8002321	11/06/2025	PRINTED	006761	EMILY BUSTAMANTE	1,500.00			
	9149		EDU25/26	100-1401-57102-			1,500.00	
8002322	11/06/2025	PRINTED	016378	C3 OFFICE SOLUTIONS LLC	8,724.10			
	9007		INV208200	100-1601-56999-			3,927.14	
	9008		INV208649	100-1601-56999-			9.00	
	9009		INV209066	100-1601-56999-			4,787.96	
8002323	11/06/2025	PRINTED	017952	CAL-STATE AUTO PARTS INC	1,175.17			
	8068		491818	100-0000-15203-			33.43	
	8069		492513	100-0000-15203-			47.32	
	8858		493289	100-0000-15203-			94.65	
	8860		493316	100-0000-15203-			221.87	
	8862		493942	100-0000-15203-			84.74	
	8877		495301	100-0000-15203-			139.69	
	8880		495652	100-0000-15203-			406.75	
	8881		496302	100-0000-15203-			146.72	
8002324	11/06/2025	PRINTED	000069	CALIFORNIA FORENSIC PHLEB	4,756.00			
	9160		3053	100-4011-55000-			4,756.00	
8002325	11/06/2025	PRINTED	018913	CAPTAIN GRAPHICS	145.46			
	8961		U5691	454-4011-53102-			145.46	
8002326	11/06/2025	PRINTED	019495	GUNNAR CARVALHO	1,500.00			
	9150		EDU25/26	100-1401-57102-			1,500.00	

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FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002327	11/06/2025	PRINTED	018974	CHARTER COMMUNICATIONS	1,266.58			

DOC	INVOICE NO	ACCOUNT	AMOUNT
9046	189065501110125	100-3011-56201-	40.00
9047	189065401110125	100-3011-56201-	268.29
9048	188991501110125	100-3011-56201-	268.29
9049	189065601110125	100-3011-56201-	690.00

8002328	11/06/2025	PRINTED	019162	CINTAS	275.91			
8316		4247416638		100-5401-56107-		135.63		
8978		4248175871		100-5401-56107-		140.28		
8002329	11/06/2025	PRINTED	020533	MICHAEL COLE	1,014.30			
9152		EDU25/26		100-1401-57102-		1,014.30		
8002330	11/06/2025	PRINTED	025203	CARL COLLINS	122.84			
9092		10-29 RUNNING SHOES		100-3011-53102-		122.84		
8002331	11/06/2025	PRINTED	001749	CORRPRO COMPANIES INC	929.50			
8963		803787		600-5803-85106-		929.50		
8002332	11/06/2025	PRINTED	002239	COUNTY OF ORANGE/800 MHZ	96,060.36			
9158		STCS003640		400-4011-53299-		47,117.61		
9158		STCS003640		400-3011-53299-		40,777.62		
9158		STCS003640		600-5803-53299-		2,007.66		
9158		STCS003640		100-6001-53299-		1,095.09		
9158		STCS003640		100-7001-53299-		3,304.48		
9158		STCS003640		601-5301-53299-		566.76		
9158		STCS003640		270-5201-53299-		883.76		
9158		STCS003640		100-5401-53299-		307.38		
8002333	11/06/2025	PRINTED	005556	CPAC INC	3,723.23			
9003		SI-1302076		790-1601-80299-		3,723.23		
8002334	11/06/2025	PRINTED	016793	CROWN CASTLE FIBER LLC	2,400.00			
9099		1984321		100-1601-56201-		2,400.00		
8002335	11/06/2025	PRINTED	000101	CULLIGAN	112.86			
9108		2018436		600-5802-53199-		112.86		
8002336	11/06/2025	PRINTED	012619	CUSTOM COMFORT MATTRESS	2,316.30			
9053		INV253725		100-3121-54101-		2,316.30		
8002337	11/06/2025	PRINTED	012114	DANIELS TIRE SERVICE	4,803.75			
8967		200553419		100-0000-15203-		4,249.47		
8968		200553816		100-0000-15203-		554.28		
8002338	11/06/2025	PRINTED	025189	DB ROOFING INC	238.80			
9044		BLDG25-1504		100-6201-42720-		164.80		
9044		BLDG25-1504		100-5001-47299-		74.00		

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FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002339	11/06/2025	PRINTED	002513	DELTACARE USA	7,152.27			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	9013	BE006780440		100-0000-20415-				7,152.27
8002340	11/06/2025	PRINTED	000974	DELTA DENTAL OF CALIFORNI	38,098.37			
	9054	BE006808737A		100-1401-55999-				6,744.92
	9056	BE006808737C		100-1401-52001-				31,353.45
8002341	11/06/2025	PRINTED	001466	SEAN DEMETROPOLIS	288.00			
	8952	10/07-10/2025RB		100-3001-57101-				288.00
8002342	11/06/2025	PRINTED	000608	WESTRUX INTERNATIONAL	831.55			
	8882	01P223014		100-0000-15203-				97.71
	8965	01P224086		100-0000-15203-				733.84
8002343	11/06/2025	PRINTED	014203	DIVERSIFIED THERMAL SERVI	750.00			
	8930	S409442		100-5601-56101-				750.00
8002344	11/06/2025	PRINTED	018622	ZACHARY DIXON	1,500.00			
	9154	EDU25/26		100-1401-57102-				1,500.00
8002345	11/06/2025	PRINTED	011271	DOERSCHEL AND ASSOCIATES	7,155.00			
	8304	128101		200-1601-53201-				7,155.00
8002346	11/06/2025	PRINTED	025150	JEFFREY DUENSING	537.11			
	8846	08/18-22/2025RB		100-4011-57101-				537.11
8002347	11/06/2025	PRINTED	017762	DAVID WILSON'S VILLA FORD	203.92			
	8083	029003		100-0000-15203-				56.01
	8097	029037		100-0000-15203-				12.93
	8101	029060		100-0000-15203-				56.01
	8856	087666		100-0000-15203-				78.97
8002348	11/06/2025	PRINTED	009593	ELITE EQUIPMENT	1,215.78			
	9037	53978		600-5802-56101-				513.81
	9124	53857		600-5802-56101-				320.26
	9140	53856		600-5802-56101-				381.71
8002349	11/06/2025	PRINTED	001990	EYEMED	1,158.05			
	9014	167062364		100-0000-20416-				1,158.05
8002350	11/06/2025	PRINTED	002278	FERGUSON WATERWORKS #1089	6,869.06			
	9010	0045230-1		600-5802-80101-				981.30
	9010	0045230-1		600-5803-80101-				1,275.68
	9010	0045230-1		600-5803-81501-				981.29
	9010	0045230-1		600-5803-80101-				3,630.79
8002351	11/06/2025	PRINTED	000002	FLEET SERVICES INC	1,114.07			
	8932	01P168868		100-0000-15203-				157.89

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FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	8933	01P167621		100-0000-15203-			242.79	
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	8934	01P169099		100-0000-15203-			713.39	
8002352	11/06/2025	PRINTED	012434	FORENSIC NURSE SPECIALIST	700.00			
	9077	6427		100-4131-55101-			700.00	
8002353	11/06/2025	PRINTED	025202	ERIC FROEMKE	1,870.00			
	9070	GP-2253 REFUND		100-0000-20106-			1,870.00	
8002354	11/06/2025	PRINTED	002198	GALLS LLC	1,818.86			
	9061	033005728		100-4121-59999-			101.95	
	9062	032967380		100-4011-53102-			138.30	
	9063	032979265		100-4011-53102-			473.34	
	9064	032979270		100-4011-53102-			47.82	
	9065	032992934		100-4011-53102-			377.02	
	9066	033005733		100-4011-53102-			126.54	
	9067	033005734		100-4011-53102-			8.34	
	9068	033019887		100-4011-53102-			128.78	
	9069	032967417		454-4011-53102-			43.94	
	9071	032979326		454-4011-53102-			133.57	
	9072	033005706		454-4011-53102-			49.55	
	9073	033019957		454-4011-53102-			147.70	
	9074	033019958		454-4011-53102-			42.01	
8002355	11/06/2025	PRINTED	008759	GEVORK CONSULTING ENGINEE	3,440.00			
	8320	250825		600-5802-80101-			3,440.00	
8002356	11/06/2025	PRINTED	018001	GOSERCO INC	3,853.20			
	8955	13132		355-4011-80101-			3,853.20	
8002357	11/06/2025	PRINTED	025198	HCI ENVIORNMENTAL AND ENG	2,355.49			
	8312	42086		100-4011-55000-			1,152.43	
	8315	42029		100-4011-55000-			1,203.06	
8002358	11/06/2025	PRINTED	000175	HI-STANDARD AUTOMOTIVE, L	25,082.84			
	8942	30441		720-5401-80301-			503.47	
	8942	30441		720-5401-80301-			24,579.37	
8002359	11/06/2025	PRINTED	000175	HI-STANDARD AUTOMOTIVE	1,476.18			
	8941	30482		100-0000-15203-			1,476.18	
8002360	11/06/2025	PRINTED	018475	IMPERIAL BAG AND PAPER CO	5,698.95			
	9143	39369370		100-0000-15201-			5,698.95	
8002361	11/06/2025	PRINTED	009564	INFOSEND INC	210.00			
	8905	297304		600-5802-55103-			210.00	
8002362	11/06/2025	PRINTED	020475	JOE MAR POLYGRAPH	500.00			
	9075	25-054-OPD		100-4011-55000-			500.00	

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002363	11/06/2025	PRINTED	019349	BRYAN JOHNSON	288.00			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
8954	10/07-10/2025RB	100-3122-57101-				288.00		
8002364	11/06/2025	PRINTED	001592	JTB SUPPLY CO	8,434.67			
8997	115840	100-5702-53201-				843.20		
8997	115840	500-5704-87101-				7,591.47		
8002365	11/06/2025	PRINTED	025036	JULIA JUAREZ	1,342.00			
8901	09/08-03/2025RB	100-4011-57101-				1,342.00		
8002366	11/06/2025	PRINTED	016844	KILTER TERMITE AND PEST C	175.00			
8210	646205	100-5601-56101-				175.00		
8002367	11/06/2025	PRINTED	018640	KONICA MINOLTA BUSINESS S	385.02			
8946	504268181	100-2101-56301-				19.69		
8953	504394012	100-2101-56301-				38.44		
8957	504393821	100-2101-56301-				243.08		
8962	504393914	100-2101-56301-				45.49		
9001	504394008	100-2101-56301-				38.32		
8002368	11/06/2025	PRINTED	010008	KRONOS INC	44.10			
9059	I10010037059	100-3011-55999-				44.10		
8002369	11/06/2025	PRINTED	019944	COLE LIGHT	126.92			
8137	10/02-03/2025RB	100-4011-57101-				126.92		
8002370	11/06/2025	PRINTED	021021	LINEGEAR INC	454.71			
9151	62029	100-3121-54101-				338.34		
9153	62030	100-3011-53102-				116.37		
8002371	11/06/2025	PRINTED	025149	AARON LOPEZ	540.77			
8840	08/18-22/2025RB	100-4011-57101-				540.77		
8002372	11/06/2025	PRINTED	017161	NIKKI LOUANGKHOT	379.00			
9145	PROFDEV25/26	100-1401-57102-				379.00		
8002373	11/06/2025	PRINTED	005179	MAINSTAR INC	60,086.25			
8906	3485	600-1601-80299-				20,028.75		
8906	3485	601-1601-80299-				20,028.75		
8906	3485	790-1601-80299-				20,028.75		
8002374	11/06/2025	PRINTED	000239	MAJOR LEAGUE CONSTRUCTION	14,180.00			
8185	1968-25	100-7203-56999-				3,580.00		
8185	1968-25	105-7203-56999-				1,085.00		
8202	1985-25	100-7203-56999-				3,685.00		
8202	1985-25	105-7203-56999-				1,165.00		
8203	1988-25	100-7203-56999-				3,580.00		
8203	1988-25	105-7203-56999-				1,085.00		

AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002375	11/06/2025	PRINTED	000250	MC MASTER-CARR SUPPLY CO	605.93			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	9052	54309377	400-3121-53199-			177.23		
	9121	54641987	400-3121-53199-			37.49		
	9122	54638685	400-3121-53199-			391.21		
8002376	11/06/2025	PRINTED	000250	MC MASTER-CARR SUPPLY CO	41.23			
	9051	54569772	400-3121-53199-			41.23		
8002377	11/06/2025	PRINTED	001867	MISSION LINEN SUPPLY	288.44			
	8960	524877832	100-4011-55999-			288.44		
8002378	11/06/2025	PRINTED	020688	SOUTHERN CALIFORNIA NEWS	3,125.52			
	8109	627791	601-5101-85101-			900.49		
	9171	0000629899	100-1502-55103-			2,225.03		
8002379	11/06/2025	PRINTED	025006	MOST DEPENDABLE FOUNTAINS	9,177.04			
	8983	INV85838	510-7201-84101-			9,177.04		
8002380	11/06/2025	PRINTED	020959	MR GUTTER OC INC	500.00			
	8931	11108	100-5601-56101-			500.00		
8002381	11/06/2025	PRINTED	015799	JESSE MULDER	807.20			
	9156	EDU25/26	100-1401-57102-			807.20		
8002382	11/06/2025	PRINTED	019719	GREG MULLEN	315.00			
	9148	PROFDEV25/26	100-1401-57102-			315.00		
8002383	11/06/2025	PRINTED	000261	MUNICIPAL WATER DISTRICT	492.00			
	8855	3229	600-5802-53101-			492.00		
8002384	11/06/2025	PRINTED	018616	NATIONAL GARAGE DOOR CO	280.00			
	9139	178337242	100-3121-56101-			280.00		
8002385	11/06/2025	PRINTED	018208	MARTIN NAVIA JR	915.88			
	9130	PROFDEV25/26	100-1401-57102-			153.68		
	9157	EDU25/26	100-1401-57102-			762.20		
8002386	11/06/2025	PRINTED	019237	EDINGER URGENT CARE MEDIC	834.00			
	7942	00082273-00	100-1401-55101-			93.00		
	8214	00082272-00	730-1306-50203-			55.00		
	8240	00082524-00	100-1401-55101-			436.00		
	9029	00082754-00	100-1401-55101-			250.00		
8002387	11/06/2025	PRINTED	004053	OCTA	10,568.75			
	8982	INV112016	100-7104-55000-			10,568.75		
8002388	11/06/2025	PRINTED	000052	OFFICE DEPOT INC	296.41			
	9039	22983849	100-3011-53101-			62.09		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9039		22983849	100-4011-53101-			30.20	

DOC	INVOICE NO	ACCOUNT	AMOUNT
9039	22983849	100-4011-80101-	27.02
9039	22983849	100-4212-53101-	45.20
9039	22983849	100-5001-53101-	68.83
9039	22983849	730-1306-54101-	63.07

8002389	11/06/2025	PRINTED	006478	ODYSSEY POWER CORP	718.20			
	9081		82028038	100-1601-56999-			718.20	
8002390	11/06/2025	PRINTED	019501	LUZ ONTIVEROS URENA	157.29			
	9133		08/11-13/2025	100-4011-57101-			157.29	
8002391	11/06/2025	PRINTED	000096	ORANGE CNTY TREASURER-TAX	3,806.82			
	8956		SH72782	100-4011-55000-			3,806.82	
8002392	11/06/2025	PRINTED	000096	COUNTY OF ORANGE	182.00			
	9093		Z2664807	600-5803-56102-			182.00	
8002393	11/06/2025	PRINTED	000296	ORANGE COUNTY TANK TESTIN	1,153.69			
	8310		26560	100-5401-56101-			1,153.69	
8002394	11/06/2025	PRINTED	000347	ORANGE COUNTY TAX COLLECT	106,111.18			
	8870		2025-26 P 375-291-15	100-0000-50302-			41,333.98	
	8871		2025-26 P 375-291-17	100-0000-50302-			522.06	
	8874		2025-26 P 383-161-17	100-0000-50302-			1,097.66	
	8876		2025-26 P 386-364-09	100-0000-50302-			1,309.90	
	8878		2025-26 P 390-041-03	100-0000-50302-			384.00	
	8879		2025-26 P 390-041-04	100-0000-50302-			472.32	
	8884		2025-26 P 390-103-17	100-0000-50302-			5,727.66	
	8886		2025-26 P 390-111-05	100-0000-50302-			1,816.54	
	8887		2025-26 P 390-382-05	100-0000-50302-			1,072.48	
	8888		2025-26 P 390-382-11	100-0000-50302-			6,659.70	
	8889		2025-26 P 390-383-01	100-0000-50302-			15,743.84	
	8890		2025-26 P 390-453-07	100-0000-50302-			13,893.44	
	8891		2025-26 P 390-663-22	100-0000-50302-			4,269.46	
	8892		2025-26 P 392-192-12	100-0000-50302-			384.00	
	8894		2025-26 P 392-201-01	100-0000-50302-			4,324.88	
	8896		2025-26 P 393-331-02	100-0000-50302-			384.00	
	8897		2025-26 P 503-782-02	100-0000-50302-			384.00	
	8898		2025-26 P 503-881-16	100-0000-50302-			4,485.46	
	8900		2025-26 P 987-157-07	100-0000-50302-			503.40	
	8903		2025-26 P 987-157-11	100-0000-50302-			419.50	
	8904		2025-26 P 987-157-12	100-0000-50302-			922.90	
8002395	11/06/2025	PRINTED	000347	ORANGE COUNTY TAX COLLECT	251.68			
	8899		2025-26 P 987-157-02	100-0000-50302-			125.84	
	8902		2025-26 P 987-157-09	100-0000-50302-			125.84	
8002396	11/06/2025	PRINTED	000300	ORANGE ELDERLY SERVICES I	47,586.49			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
			9087	OES-OPS-NOVEMBER2025	100-7104-55999-		18,675.00	
	DOC		INVOICE NO	ACCOUNT			AMOUNT	
	9088		OES-SMP-SEPT.2025	263-7104-55000-			19,413.24	
	9088		OES-SMP-SEPT.2025	263-7104-55000-			9,498.25	
8002397	11/06/2025	PRINTED	002367	GUS ORTIZ	180.00			
	9080		34800	100-4011-55999-			180.00	
8002398	11/06/2025	PRINTED	000886	MARK OUELLETTE	105.00			
	9045		57772026	600-5802-50999-			105.00	
8002399	11/06/2025	PRINTED	000570	P J PRINTERS INC	8,898.69			
	8943		232562	100-5001-53101-			80.55	
	8943		232562	100-4011-55104-			80.55	
	8943		232562	100-1301-55104-			80.55	
	8948		232590	100-0000-15201-			2,807.97	
	8950		231836	100-1401-55104-			165.26	
	8958		232753	100-4011-80101-			1,373.81	
	9078		232754	100-4011-80101-			4,310.00	
8002400	11/06/2025	PRINTED	001069	PARKHOUSE TIRE INC	1,099.93			
	8317		1020299737	100-0000-15203-			1,099.93	
8002401	11/06/2025	PRINTED	018035	YASH PATEL	115.00			
	8971		09/29-03/2025RB	100-4011-57101-			115.00	
8002402	11/06/2025	PRINTED	025197	POLITICAL DATA INTELLIGEN	2,654.85			
	9043		656713	100-1201-55999-			2,654.85	
8002403	11/06/2025	PRINTED	000314	PETE'S ROAD SERVICE INC	313.82			
	8975		25-0877502-00	100-5401-56999-			313.82	
8002404	11/06/2025	PRINTED	000130	POWERSTRIDE BATTERY CO	898.33			
	8313		E696847	100-0000-15203-			898.33	
8002405	11/06/2025	PRINTED	001876	PRADO FAMILY SHOOTING RAN	900.00			
	9076		7641	100-4011-55000-			900.00	
8002406	11/06/2025	PRINTED	018185	PREMIER FIRST RESPONDER P	450.00			
	9079		1867	100-4011-55101-			450.00	
8002407	11/06/2025	PRINTED	017564	PROTELESIS CORP	4,627.99			
	9057		51686	100-1601-56999-			696.65	
	9097		29893974	100-1601-56999-			3,931.34	
8002408	11/06/2025	PRINTED	007130	PTI SAND & GRAVEL INC	3,340.27			
	8922		0156890	600-5803-81999-			1,602.62	
	9095		0157017	600-5803-81999-			1,737.65	
8002409	11/06/2025	PRINTED	016080	RAPIDS EXPRESS ORANGE, LP	1,134.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	8834	205		100-5401-56999-			1,134.00	
8002410	11/06/2025	PRINTED	025016	RCR TRAFFIC SPECIALIST	718.97			
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	7502	12871		100-5201-53201-			221.16	
	7550	12883		100-5201-53201-			290.93	
	8143	12915		100-5201-53201-			206.88	
8002411	11/06/2025	PRINTED	020543	RENEWELL FLEET SERVICE LL	1,998.92			
	8951	8239		100-0000-15203-			1,998.92	
8002412	11/06/2025	PRINTED	025148	NICHOLAS REYNOSO	537.11			
	8850	08/18-22/2025RB		100-4011-57101-			537.11	
8002413	11/06/2025	PRINTED	016781	SAN DIEGO FRICTION PRODUC	341.65			
	8080	05P41920		100-0000-15203-			341.65	
8002414	11/06/2025	PRINTED	025069	AGUSTIN JAIMES SANCHEZ	977.13			
	9126	EDU25/26		100-1401-57102-			977.13	
8002415	11/06/2025	PRINTED	020971	CATHERINE SHU	156.00			
	9021	9021		100-0000-20111-			156.00	
8002416	11/06/2025	PRINTED	002187	SIEMENS INDUSTRY INC	17,625.49			
	9164	5332158567		902-1601-80299-			17,625.49	
8002417	11/06/2025	PRINTED	025147	JAKE SKIPWORTH	561.14			
	8838	08/18-22/2025RB		100-4011-57101-			561.14	
8002418	11/06/2025	PRINTED	007786	METROLINK	300.00			
	9136	220458		100-0000-20442-			300.00	
8002419	11/06/2025	PRINTED	000718	SOUTH COAST AQMD	4,239.41			
	8926	4610114		100-5601-56101-			1,131.26	
	8928	4611958		100-5601-56101-			170.94	
	8929	4616891		100-5601-56101-			2,937.21	
8002420	11/06/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	7,923.14			
	8836	IN-0000229695		100-0000-15204-			2,973.84	
	8839	IN-0000229842		100-0000-15204-			2,156.95	
	8966	IN-0000231637		100-0000-15204-			2,792.35	
8002421	11/06/2025	PRINTED	025196	MARTIN SUAREZ	120.60			
	8875	09/15-19/2025RB		100-4011-57101-			120.60	
8002422	11/06/2025	PRINTED	000402	SUSAN SAXE-CLIFFORD PHD	450.00			
	8249	25-1023-6		100-1401-55101-			450.00	
8002423	11/06/2025	PRINTED	020654	TEC EQUIPMENT INC	5,370.08			
	8938	5035204XS		100-5401-56999-			5,370.08	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002424	11/06/2025	PRINTED	017111	TESCO CONTROLS INC	14,650.00			
	DOC	INVOICE NO		ACCOUNT		AMOUNT		
	9085	0086533-IN		600-5802-86999-		14,650.00		
8002425	11/06/2025	PRINTED	018049	TETRA TECH BAS INC	7,265.00			
	8998	52495616		600-5802-55101-		7,265.00		
8002426	11/06/2025	PRINTED	001919	TETRA TECH INC	5,553.46			
	9004	52483848		600-5802-85107-		5,553.46		
8002427	11/06/2025	PRINTED	000275	THE NORTHTOWN COMPANY	1,306.45			
	8923	203508-0		600-5803-56102-		1,306.45		
8002428	11/06/2025	PRINTED	001183	TITAN AUTOMOTIVE	92.45			
	9162	84163		100-4133-53299-		92.45		
8002429	11/06/2025	PRINTED	012988	COREY TRIPPY	115.00			
	8939	09/29-03/2025RB		100-4011-57101-		115.00		
8002430	11/06/2025	PRINTED	004589	TURNOUT MAINTENANCE CO	142.00			
	8844	30336		100-3121-56101-		92.00		
	9058	30385		100-3121-56101-		50.00		
8002431	11/06/2025	PRINTED	000419	UNDERGROUND SERVICE ALERT	620.00			
	9006	1020250517		600-5803-56102-		620.00		
8002432	11/06/2025	PRINTED	000419	DIG SAFE BOARD	198.09			
	9005	25-261429		600-5803-56102-		198.09		
8002433	11/06/2025	PRINTED	019230	UNITED RENTALS INC	2,800.36			
	8147	254323238-001		263-5201-53201-		577.22		
	8149	254323382-001		263-5201-53201-		322.11		
	8150	254304386-001		263-5201-53201-		972.34		
	8151	254381625-001		263-5201-53201-		586.37		
	8861	254848392-001		263-5201-53201-		342.32		
8002434	11/06/2025	PRINTED	020018	HD SUPPLY INC	661.70			
	9142	INV00876274		600-5802-53201-		661.70		
8002435	11/06/2025	PRINTED	002304	VISION SERVICE PLAN - (CA	6,205.84			
	9012	VSP 202511		100-0000-20416-		6,205.84		
8002436	11/06/2025	PRINTED	025195	SARAH VOLZ	278.00			
	8848	96959290/96959174		100-7001-47640-		278.00		
8002437	11/06/2025	PRINTED	020705	VYTAL FILTRATION TECHNOLO	15,090.55			
	8909	VPS-INV104772		600-5802-56102-		15,090.55		
8002438	11/06/2025	PRINTED	020705	VYTAL FILTRATION TECHNOLO	15,506.95			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	8908	VPS-INV104748		600-5802-56102-			15,506.95	
8002439	11/06/2025	PRINTED	002319	WATERLINE TECHNOLOGIES	4,535.33			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	8969	5768816		600-5802-53201-				733.56
	8970	5768817		600-5802-53201-				956.82
	8972	5768818		600-5802-53201-				484.79
	8973	5768819		600-5802-53201-				382.73
	8974	5768820		600-5802-53201-				605.99
	8976	5768822		600-5802-53201-				414.62
	8977	5768823		600-5802-53201-				956.82
8002440	11/06/2025	PRINTED	018943	WELLABLE LLC	520.00			
	9030	41080		100-1401-59997-				520.00
8002441	11/06/2025	PRINTED	016092	WINZER CORPORATION	236.05			
	8854	3574664		100-0000-15203-				236.05
8002442	11/06/2025	PRINTED	002801	YO FIRE SUPPLIES	3,899.61			
	8925	1035930-01		600-5803-81999-				414.21
	8927	1035935		600-5803-81999-				2,240.12
	9033	1036209		600-5803-81999-				592.85
	9034	1036131		600-5803-81999-				652.43
	140 CHECKS			CASH ACCOUNT TOTAL	1,678,879.42	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
140 CHECKS	FINAL TOTAL	1,678,879.42	.00

** END OF REPORT - Generated by Holli Kittleson **

City of Orange

Finance Department - Accounts Payable

WW # 0341

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 11/13/25 2 of 4 reports for 12/09/25 Council Meeting
Notes:	
Requester Signature: eSigned via GovOS.com Jocelin Mendez Key: c75eb71bc2d138050ea61da6a02e3123	Date: 11-13-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Lillian Wen Key: 255ce3af4128a3a50bd1b4b009bc5bbc Lillian Wen, Finance — Date: 11-14-2025	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad L. Hildenbrand, City Manager — Date: 11-17-2025	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk — Date: 11-17-2025	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5566	11/13/2025	WIRE	000261	MUNICIPAL WATER DISTRICT	890,788.36			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	7804	11922	600-5802-53105-			890,788.36		
8002443	11/13/2025	PRINTED	004981	ACADEMY ELECTRIC INC	11,766.02			
	8994	1378-15	291-5501-56103-			1,066.02		
	9011	1375-55	100-7203-56999-			300.00		
	9015	1375-56	100-7203-56999-			300.00		
	9016	1375-59	100-7203-56999-			900.00		
	9017	1375-58	100-7203-56999-			3,500.00		
	9018	1375-57	100-7203-56999-			600.00		
	9019	1375-61	100-7203-56999-			300.00		
	9020	1375-62	100-7203-56999-			300.00		
	9022	1375-51	100-7203-56999-			1,100.00		
	9023	1375-52	100-7203-56999-			300.00		
	9024	1375-53	100-7203-56999-			300.00		
	9025	1375-54	100-7203-56999-			1,400.00		
	9026	1375-60	100-7203-56999-			1,400.00		
8002444	11/13/2025	PRINTED	000539	AIR SOURCE INDUSTRIES	1,768.40			
	9239	00966685	225-3122-53101-			184.10		
	9239	00966685	225-3215-53101-			184.10		
	9285	00967471	225-3122-53101-			238.55		
	9285	00967471	225-3215-53101-			238.55		
	9286	00967554	225-3122-53101-			229.48		
	9286	00967554	225-3215-53101-			229.47		
	9287	00967216	225-3122-53101-			75.20		
	9287	00967216	225-3215-53101-			75.20		
	9290	00967548	225-3122-53101-			156.87		
	9290	00967548	225-3215-53101-			156.88		
8002445	11/13/2025	PRINTED	020698	ALL CITY MANAGEMENT SERVI	22,977.20			
	9423	104445	100-4141-55999-			22,977.20		
8002446	11/13/2025	PRINTED	002742	ALTERNATIVE HOSE INC	563.98			
	8988	6130824	100-0000-15203-			563.98		
8002447	11/13/2025	PRINTED	001147	ARCHIE'S TOWING	107.50			
	9231	266640	100-5401-56999-			107.50		
8002448	11/13/2025	PRINTED	002217	AT&T	2,599.48			
	9317	11/04/2025	100-1502-55999-			31.41		
	9317	11/04/2025	100-3011-56201-			31.41		
	9317	11/04/2025	100-5601-56101-			31.41		
	9317	11/04/2025	100-5601-56999-			496.92		
	9317	11/04/2025	100-1601-56201-			2,008.33		
8002449	11/13/2025	PRINTED	005378	AUTO ZONE	36.34			
	9234	05942457726	100-0000-15203-			36.34		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002450	11/13/2025	PRINTED	020535	ASAP	288.00			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
9274	1795	100-5601-56101-				288.00		
8002451	11/13/2025	PRINTED	000053	BOOT BARN INC	1,479.92			
9175	INV00534378	731-1306-54101-				128.21		
9176	INV00534380	731-1306-54101-				500.00		
9177	INV00534384	731-1306-54101-				357.17		
9178	INV00534388	731-1306-54101-				494.54		
8002452	11/13/2025	PRINTED	017952	CAL-STATE AUTO PARTS INC	1,818.80			
8990	497230	100-0000-15203-				446.95		
8991	497553	100-0000-15203-				413.63		
9223	498720	100-0000-15203-				181.89		
9280	499113	100-0000-15203-				295.59		
9281	499760	100-0000-15203-				519.53		
9299	CM566685	100-0000-15203-				-38.79		
8002453	11/13/2025	PRINTED	006583	CAM SERVICES	757.00			
9090	118712	100-7203-56999-				367.00		
9091	118715	100-7203-56999-				195.00		
9091	118715	105-7203-56999-				195.00		
8002454	11/13/2025	PRINTED	016914	GREGGORY CATES	69.00			
9206	10/07-09/2025RB	100-4011-57101-				69.00		
8002455	11/13/2025	PRINTED	020944	CENTRALSQUARE TECHNOLOGIE	316,614.00			
9314	444920	550-4011-80101-				316,614.00		
8002456	11/13/2025	PRINTED	018974	CHARTER COMMUNICATIONS	134.99			
9032	114973901101425	100-1601-56201-				134.99		
8002457	11/13/2025	PRINTED	017279	VALDEMAR CHAVEZ	180.00			
9117	JAN-JUNE 2025	100-1601-56201-				180.00		
8002458	11/13/2025	PRINTED	001011	WEX BANK	423.28			
9325	108539607	100-4133-53299-				423.28		
8002459	11/13/2025	PRINTED	003565	AT & T	875.00			
9373	592464	100-4131-55999-				875.00		
8002460	11/13/2025	PRINTED	019162	CINTAS	143.55			
9283	4248928460	100-5401-56107-				143.55		
8002461	11/13/2025	PRINTED	020526	CSM IN TRUST FOR GARRISON	1,618.14			
9257	071725-USAA.Medhurst	731-1306-50203-				1,618.14		
8002462	11/13/2025	PRINTED	001857	COAST RECREATION INC	5,410.83			
9113	16822	100-7203-54101-				2,306.07		
9114	16853	100-7203-54101-				573.53		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9115		16858	100-7203-54101-		2,232.41		
	DOC		INVOICE NO	ACCOUNT				AMOUNT
	9116		16859	100-7203-54101-				298.82
8002463	11/13/2025	PRINTED	007568	DANIEL CONTRERAS	41.20			
	8910		10/14/2025RB	100-4011-57101-				41.20
8002464	11/13/2025	PRINTED	000101	CULLIGAN	59.10			
	9167		2018021	600-5802-53199-				59.10
8002465	11/13/2025	PRINTED	000110	DEPT OF FORESTRY	980.00			
	9132		15033	100-3121-57101-				980.00
8002466	11/13/2025	PRINTED	000608	WESTRUX INTERNATIONAL	193.52			
	8989		01P224477	100-0000-15203-				193.52
8002467	11/13/2025	PRINTED	014203	DIVERSIFIED THERMAL SERVI	5,092.02			
	8984		S409625	100-5601-56101-				1,200.00
	8985		S409659	100-5601-56101-				1,367.02
	9266		S409426	100-5601-56101-				2,525.00
8002468	11/13/2025	PRINTED	017762	DAVID WILSON'S VILLA FORD	254.83			
	9232		029813	100-0000-15203-				35.28
	9282		029948	100-0000-15203-				219.55
8002469	11/13/2025	PRINTED	002741	EMERGENCY RESPONSE CRIME	750.00			
	9371		OP2025-553	100-4011-55000-				375.00
	9372		OP2025-548	100-4011-55000-				375.00
8002470	11/13/2025	PRINTED	000127	EMPLOYMENT DEVELOPMENT DE	19,481.00			
	9138		L0507971632	760-1401-50205-				19,481.00
8002471	11/13/2025	PRINTED	020534	EXPERT AUTO GLASS	295.00			
	9236		21730	100-5401-56999-				295.00
8002472	11/13/2025	PRINTED	002278	FERGUSON WATERWORKS #1089	12,301.03			
	9181		0063956	600-5802-80101-				1,484.83
	9181		0063956	600-5803-80101-				1,930.29
	9181		0063956	600-5803-81501-				1,484.84
	9181		0063956	600-5803-80101-				5,493.89
	9270		0062490	600-5802-80101-				272.46
	9270		0062490	600-5803-80101-				354.19
	9270		0062490	600-5803-81501-				272.45
	9270		0062490	600-5803-80101-				1,008.08
8002473	11/13/2025	PRINTED	000002	FLEET SERVICES INC	246.36			
	9224		01P169367	100-0000-15203-				215.29
	9225		01P169417	100-0000-15203-				31.07
8002474	11/13/2025	PRINTED	002198	GALLS LLC	237.07			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9165		032992909	100-4011-53102-			79.02	
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	9166	032992910		100-4011-53102-				158.05
8002475	11/13/2025	PRINTED	012748	SCOTT GERE	58.00			
	9273	9080640		600-5802-50999-				58.00
8002476	11/13/2025	PRINTED	002824	SHAWN HAYDON	162.00			
	8883	10/06-07/2025RB		100-4011-57101-				162.00
8002477	11/13/2025	PRINTED	019396	EDUARDO ANTHONY HERNANDEZ	251.00			
	9208	25 MEMBERSHIP DUES		601-5301-57104-				251.00
8002478	11/13/2025	PRINTED	004358	HILLTOP ALARMS INC	390.00			
	9259	47896		100-5601-56101-				195.00
	9262	48095		100-5601-56101-				195.00
8002479	11/13/2025	PRINTED	017281	ROBERT HINOJOSA	180.00			
	9118	JAN-JUNE 2025		100-1601-56201-				180.00
8002480	11/13/2025	PRINTED	020900	HUNG HOANG	46,772.00			
	9107	SP-4267		100-0000-20106-				46,772.00
8002481	11/13/2025	PRINTED	012820	INLAND KENWORTH US INC	1,074.25			
	9233	327235MNP		100-0000-15203-				1,074.25
8002482	11/13/2025	PRINTED	017338	INTRATEK COMPUTER INC	20,693.66			
	9134	20250462		100-1601-55999-				20,693.66
8002483	11/13/2025	PRINTED	008680	JUDE KING	162.00			
	9155	10/06-07/2025RB		100-4011-57101-				162.00
8002484	11/13/2025	PRINTED	014828	LEXISNEXIS CLAIMS SOLUTIO	16,222.50			
	9163	1028015699		100-4121-53101-				16,222.50
8002485	11/13/2025	PRINTED	000222	LIFE-ASSIST INC	7,690.13			
	9303	2005746		100-3122-53101-				2,006.12
	9303	2005746		225-3122-53101-				4,458.05
	9303	2005746		225-3215-53101-				1,225.96
8002486	11/13/2025	PRINTED	002825	THOMAS LOCKWOOD	119.16			
	8980	10/06-08/2025RB		100-4011-57101-				119.16
8002487	11/13/2025	PRINTED	015662	COSTAR	536.21			
	9203	123008435		100-1218-55000-				536.21
8002488	11/13/2025	PRINTED	025206	CHRISTINA LOPEZ	377.54			
	9220	10/12-15/2025RB		100-1401-57101-				243.00
	9220	10/12-15/2025RB		100-1401-57101-				134.54

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002489	11/13/2025	PRINTED	014850	LYONS SECURITY SERVICE IN	39,723.20			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	9103	39464	100-7203-56999-			15,693.92		
	9105	39629	100-7203-56999-			12,112.32		
	9110	39776	100-7203-56999-			11,916.96		
8002490	11/13/2025	PRINTED	000250	MC MASTER-CARR SUPPLY CO	348.67			
	9199	54645234	100-0000-15203-			348.67		
8002491	11/13/2025	PRINTED	025208	DODD MEDHURST	624.20			
	9256	071725 - MEDHURST	731-1306-50203-			624.20		
8002492	11/13/2025	PRINTED	025044	MIRACLE PLAYGROUND SALES	19,589.45			
	9086	223389	510-7201-84101-			19,589.45		
8002493	11/13/2025	PRINTED	001867	MISSION LINEN SUPPLY	475.92			
	9251	524918979	100-4011-55999-			226.92		
	9334	10/31/25 STMT 134988	100-3121-56107-			249.00		
8002494	11/13/2025	PRINTED	020752	BOSCO LEGAL SERVICES	229.18			
	9201	14075200	731-1301-55102-			229.18		
8002495	11/13/2025	PRINTED	025204	JOYCE MONSEES	167.79			
	9137	10-28 EVENTTREATSRB	100-3112-53199-			167.79		
8002496	11/13/2025	PRINTED	001987	NIEVES LANDSCAPE LLC	401,574.25			
	9245	83114	100-7203-56999-			80,314.85		
	9246	81890-JULY	100-7203-56999-			80,314.85		
	9247	82244-AUGUST	100-7203-56999-			80,314.85		
	9248	82503-SEPT.	100-7203-56999-			80,314.85		
	9249	82793-OCT.	100-7203-56999-			80,314.85		
8002497	11/13/2025	PRINTED	019237	EDINGER URGENT CARE MEDIC	475.00			
	9216	00082946-00	100-1401-55101-			475.00		
8002498	11/13/2025	PRINTED	000096	ORANGE CNTY TREASURER-TAX	1,104.51			
	9369	SH72869	100-4011-56301-			1,104.51		
8002499	11/13/2025	PRINTED	013213	O'REILLY AUTO ENTERPRISES	1,069.90			
	9170	October Stmt 2025	100-0000-15203-			1,069.90		
8002500	11/13/2025	PRINTED	019248	OUT-FIT A CALIFORNIA CORP	10,175.54			
	9361	44823	100-4011-80101-			10,175.54		
8002501	11/13/2025	PRINTED	020161	PACIFIC PREMIER BANK C/O	3,173.50			
	9269	RETREL AGR 7529x OCT	550-0000-20103-			1,140.19		
	9269	RETREL AGR 7529x OCT	600-0000-20103-			2,033.31		
8002502	11/13/2025	PRINTED	002114	PACIFIC PRODUCTS & SERVCE	4,784.32			
	9228	37079	100-5201-53201-			4,784.32		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002503	11/13/2025	PRINTED	001069	PARKHOUSE TIRE INC	230.99			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
8986	1020299160	100-0000-15203-				230.99		
8002504	11/13/2025	PRINTED	019060	PARTS AUTHORITY LLC	3,142.00			
9174	October Stmt 2025	100-0000-15203-				3,142.00		
8002505	11/13/2025	PRINTED	020969	PATRIOT3 INC	16,271.65			
9366	002619	355-4121-53199-				4,466.65		
9366	002619	353-4011-80101-				11,805.00		
8002506	11/13/2025	PRINTED	000314	PETE'S ROAD SERVICE INC	603.25			
8992	25-0877803-00	100-5401-56999-				290.09		
8993	25-0877806-00	100-5401-56999-				313.16		
8002507	11/13/2025	PRINTED	025016	RCR TRAFFIC SPECIALIST	114.22			
9200	12979	100-5201-53201-				114.22		
8002508	11/13/2025	PRINTED	001580	REACH EMPLOYEE ASSISTANCE	1,330.00			
9135	112517	100-1401-55999-				1,330.00		
8002509	11/13/2025	PRINTED	000331	RED WING BUSINESS ADVANTA	1,047.34			
9182	855ST1-2332726	730-1306-54101-				500.00		
9184	855ST1-2385664	730-1306-54101-				547.34		
8002510	11/13/2025	PRINTED	020753	UNITED SAFETY SERVICES	957.32			
9187	222893	730-1306-54101-				215.23		
9188	222914	730-1306-54101-				43.05		
9189	222913	730-1306-54101-				86.09		
9190	222908	730-1306-54101-				86.09		
9191	222905	730-1306-54101-				70.21		
9192	222903	730-1306-54101-				70.21		
9193	222901	730-1306-54101-				71.38		
9195	222894	730-1306-54101-				71.50		
9196	222898	730-1306-54101-				172.18		
9197	222896	730-1306-54101-				71.38		
8002511	11/13/2025	PRINTED	020543	RENEWELL FLEET SERVICE LL	1,995.08			
9212	8327	100-0000-15203-				1,802.35		
9214	8329	100-0000-15203-				909.79		
9337	CM1738	100-0000-15203-				-717.06		
8002512	11/13/2025	PRINTED	019246	JACOB REYES	360.00			
9172	09/08-11/2025RB	100-4011-57101-				360.00		
8002513	11/13/2025	PRINTED	002964	AUGUSTO ROCHA	17.36			
9159	09/17/2025RB	100-4011-57101-				17.36		
8002514	11/13/2025	PRINTED	016987	CASANDRA ROLDAN	72.36			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	8981	10/07-09/2025RB		100-4011-57101-			72.36	
8002515	11/13/2025	PRINTED	004256	MICHAEL SELLERS	243.00			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	8935	10/20-22/2025RB		100-4011-57101-				243.00
8002516	11/13/2025	PRINTED	000372	SELMAN CHEVROLET CO	399.24			
	9185	646165		100-0000-15203-				399.24
8002517	11/13/2025	PRINTED	025007	SHADE SYSTEMS INC	120,311.66			
	9089	J-10140		510-7201-84101-				120,311.66
8002518	11/13/2025	PRINTED	017192	SKC WEST INC	340.55			
	9060	0056805-IN		100-3121-56101-				340.55
8002519	11/13/2025	PRINTED	007786	METROLINK	400.00			
	9326	220357		100-0000-20442-				400.00
8002520	11/13/2025	PRINTED	016994	SOCAL AUTO & TRUCK PARTS	211.19			
	9219	946224		270-5201-53201-				211.19
8002521	11/13/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	31,189.31			
	8987	IN-0000791999		100-0000-15204-				31,189.31
8002522	11/13/2025	PRINTED	000386	SC FUELS	820.69			
	9226	1124568		100-0000-15204-				820.69
8002523	11/13/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	9,205.61			
	9227	IN-0000234224		100-0000-15204-				3,199.26
	9229	IN-0000234330		100-0000-15204-				4,778.89
	9230	IN-0000236442		100-0000-15204-				1,227.46
8002524	11/13/2025	PRINTED	025192	JODI SPANGLER	180.00			
	8318	10-27 PARA REFUND		100-3122-47301-				180.00
8002525	11/13/2025	PRINTED	001197	STATE OF CALIFORNIA	675.00			
	9275	E2220436SN		100-5601-56101-				225.00
	9276	E2220437SN		100-5601-56101-				225.00
	9279	E2220438SN		100-5601-56101-				225.00
8002526	11/13/2025	PRINTED	000520	STRYKER MEDICAL	4,561.06			
	9295	9210592295		100-3122-53101-				848.56
	9295	9210592295		225-3122-53101-				530.36
	9295	9210592295		225-3215-53101-				3,182.14
8002527	11/13/2025	PRINTED	001303	SUNRISE MULTISPECIALIST M	190.00			
	9173	00200475-00		730-1306-50203-				15.00
	9179	00200821-00		730-1306-50203-				160.00
	9180	00200838-00		730-1306-50203-				15.00

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002528	11/13/2025	PRINTED	001619	TERMINIX PROCESSING CENTE	852.00			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	9336	465482665	100-3121-56101-			111.00		
	9341	465482989	100-3121-56101-			105.00		
	9349	465482666	100-3121-56101-			93.00		
	9351	465482990	100-3121-56101-			95.00		
	9353	465482667	100-3121-56101-			92.00		
	9358	465482668	100-3121-56101-			133.00		
	9360	465482669	100-3121-56101-			109.00		
	9363	465482991	100-3121-56101-			114.00		
8002529	11/13/2025	PRINTED	018234	THE HUB OC	37,612.39			
	9288	91	412-6431-55999-			22,830.45		
	9289	465	412-6431-55999-			14,781.94		
8002530	11/13/2025	PRINTED	015985	GONZALO TOLEDO	365.00			
	9209	25 MEMBERSHIP DUES	601-5301-57104-			365.00		
8002531	11/13/2025	PRINTED	010714	TOTAL CORPORATE SOLUTIONS	3,852.75			
	9186	9637	731-1306-80101-			3,852.75		
8002532	11/13/2025	PRINTED	017152	TRIPEPI SMITH AND ASSOCIA	1,027.50			
	9235	15822	100-5001-55999-			1,027.50		
8002533	11/13/2025	PRINTED	002977	TYLER TECHNOLOGIES INC	4,439.05			
	9204	045-541446	600-1843-80201-			966.98		
	9204	045-541446	790-1601-80299-			2,946.32		
	9205	045-542082	600-1843-80201-			129.91		
	9205	045-542082	790-1601-80299-			395.84		
8002534	11/13/2025	PRINTED	019594	ULTIMATE IMAGE PRINTING I	414.28			
	9250	131111	100-4011-80101-			412.48		
	9250	131111	100-4011-53199-			1.80		
8002535	11/13/2025	PRINTED	000944	UNITED PARCEL SERVICE	130.76			
	9414	00005733W1425 2026	100-5401-53299-			72.72		
	9415	00005733W1435 2026	100-3011-53104-			13.61		
	9415	00005733W1435 2026	100-5401-53299-			44.43		
8002536	11/13/2025	PRINTED	002124	ALAN VELASCO	419.45			
	8959	10/7-10/2025RB	100-3121-57101-			419.45		
8002537	11/13/2025	PRINTED	001845	VERIZON WIRELESS	263.54			
	9344	6127129179	731-1306-56201-			263.54		
8002538	11/13/2025	PRINTED	009050	VULCAN MATERIALS CO	1,336.74			
	9217	4884833	263-5201-53201-			727.80		
	9218	4934708	263-5201-53201-			608.94		
8002539	11/13/2025	PRINTED	002319	WATERLINE TECHNOLOGIES	4,468.35			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9237		5769818	600-5802-53201-				318.94
	DOC		INVOICE NO	ACCOUNT				AMOUNT
	9238		5769820	600-5802-53201-				854.76
	9240		5769821	600-5802-53201-				657.02
	9241		5769817	600-5802-53201-				542.20
	9242		5769814	600-5802-53201-				465.65
	9243		5769816	600-5802-53201-				529.44
	9244		5769813	600-5802-53201-				1,100.34
8002540	11/13/2025	PRINTED	000440	WEST COAST SAND & GRAVEL	1,237.45			
	9254		899162	600-5803-81999-				1,237.45
8002541	11/13/2025	PRINTED	016092	WINZER CORPORATION	41.25			
	9215		3575785	100-0000-15203-				41.25
8002542	11/13/2025	PRINTED	002275	STEVEN WYNN	243.00			
	8893		10/13-15/2025RB	100-4011-57101-				243.00
8002543	11/13/2025	PRINTED	002801	YO FIRE SUPPLIES	413.71			
	9309		1036225	600-5803-81999-				413.71
8002544	11/13/2025	PRINTED	018725	YUNEX LLC	9,364.94			
	9255		5610005295	500-5704-87102-				3,541.06
	9263		5610005296	500-5704-87101-				809.67
	9272		5610005760	500-5704-87101-				1,102.98
	9278		5610005759	500-5704-87101-				3,911.23
			103 CHECKS	CASH ACCOUNT TOTAL	2,139,905.84	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
103 CHECKS	FINAL TOTAL	2,139,905.84	.00

** END OF REPORT - Generated by Jocelin Mendez **

City of Orange

Finance Department - Accounts Payable

WW # 0342

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 11/20/25 3 of 4 reports for 12/09/25 Council Meeting
Notes:	
Requester Signature: eSigned via GovOS.com Jocelin Mendez Key: c75eb71bc2d138050ea61da6a02e3123	Date: 11-20-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Lillian Wen Key: 255ce3af4128a3a50bd1b4b009bc5bbc Lillian Wen, Finance	11-20-2025 Date	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad L. Hildenbrand, City Manager	12-01-2025 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	12-01-2025 Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5568	11/19/2025	WIRE	001480	U S BANK	751,567.00			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	9377	IGT-24-0018	100-0000-12101-			751,567.00		
111925	11/19/2025	WIRE	000384	SOUTHERN CALIF EDISON CO	514,533.60			
	9661	11/19/25	100-0000-56205-			27,896.69		
	9661	11/19/25	600-5802-56205-			486,611.56		
	9661	11/19/25	600-5802-56205-			25.35		
8002546	11/20/2025	PRINTED	020723	ALEXANDRA ABIERTAS	270.00			
	9624	FALL25ALEXABIERTAS	100-7101-55999-			270.00		
8002547	11/20/2025	PRINTED	000013	ACCESSORIE AIR COMPRESSOR	3,141.76			
	9468	213981	100-5401-56999-			3,141.76		
8002548	11/20/2025	PRINTED	005997	ACTIN WASTE OIL SERVICE L	175.00			
	9651	8515	100-5401-56101-			175.00		
8002549	11/20/2025	PRINTED	002742	ALTERNATIVE HOSE INC	187.57			
	9382	6131585	100-0000-15203-			187.57		
8002550	11/20/2025	PRINTED	013526	ALVARIA INC	150.00			
	9374	ASI087808	100-3011-55105-			150.00		
8002551	11/20/2025	PRINTED	019952	AMBER GREGG INC	2,250.00			
	9475	OR-25-09	100-6103-55101-			2,250.00		
8002552	11/20/2025	PRINTED	001147	ARCHIE'S TOWING	107.50			
	9666	266796	100-5401-56999-			107.50		
8002553	11/20/2025	PRINTED	002388	AT & T MOBILITY	86.48			
	9523	287303893584111720 25	600-5802-56101-			86.48		
8002554	11/20/2025	PRINTED	005378	AUTO ZONE	685.17			
	9380	05942465509	100-0000-15203-			365.14		
	9653	05942465846	100-0000-15203-			40.93		
	9654	05942471073	100-0000-15203-			214.19		
	9655	05942474574	100-0000-15203-			64.91		
8002555	11/20/2025	PRINTED	000042	BAKER & TAYLOR INC	7,569.14			
	6718	L1213274SEPT25	100-2101-53101-			7,569.14		
8002556	11/20/2025	PRINTED	013658	ABBA TERMITE AND PEST CON	220.00			
	9426	030944	601-5301-56999-			220.00		
8002557	11/20/2025	PRINTED	018258	BENDER READY MIX INC	1,576.38			
	9320	198322	263-5201-53201-			1,576.38		
8002558	11/20/2025	PRINTED	020961	BEST DRILLING AND PUMP IN	127,072.00			
	9558	4798	600-5802-85107-			133,760.00		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002559	11/20/2025	PRINTED	020690	BIO AQUATICS LAKE MANAGEM	3,033.00			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
9031	41129	100-7203-56999-				3,033.00		
8002560	11/20/2025	PRINTED	019225	BK TECHNOLOGIES INC	1,546.69			
8237	6055358	400-3121-80101-				1,546.69		
8002561	11/20/2025	PRINTED	017580	BLUEBEAM INC	6,600.00			
9485	2598347	100-3112-55105-				440.00		
9485	2598347	100-5101-53101-				3,080.00		
9485	2598347	100-5703-53101-				2,200.00		
9485	2598347	600-5802-55101-				880.00		
8002562	11/20/2025	PRINTED	018332	BPS SUPPLY GROUP	610.81			
9633	S3261059.001	600-5802-53199-				610.81		
8002563	11/20/2025	PRINTED	002011	BURTONS FIRE INC	1,497.36			
9433	S69921	100-0000-15203-				1,297.54		
9434	S69950	100-0000-15203-				77.43		
9435	S69978	100-0000-15203-				122.39		
8002564	11/20/2025	PRINTED	017952	CAL-STATE AUTO PARTS INC	1,242.00			
9452	503090	100-0000-15203-				113.90		
9559	503750	100-0000-15203-				199.34		
9564	503771	100-0000-15203-				63.09		
9566	503804	100-0000-15203-				131.40		
9569	503820	100-0000-15203-				13.36		
9572	504040	100-0000-15203-				88.32		
9573	504465	100-0000-15203-				370.74		
9665	506038	100-0000-15203-				261.85		
8002565	11/20/2025	PRINTED	003793	CALIF WATER ENVIRONMENT A	375.00			
9586	CARNEY2026	601-5805-57101-				375.00		
8002566	11/20/2025	PRINTED	000065	CALIFORNIA AUTO REFRIGERA	230.59			
9444	323504	100-0000-15203-				155.16		
9445	323510	100-0000-15203-				75.43		
8002567	11/20/2025	PRINTED	001788	CALIFORNIA GYMNASTICS LLC	1,015.00			
9563	FALL25CAGYMNASTICS	100-7101-55999-				1,015.00		
8002568	11/20/2025	PRINTED	020923	CALSENSE	636.00			
9524	INV6813	291-5501-56103-				636.00		
8002569	11/20/2025	PRINTED	019138	CALIFORNIA WATERS DEVELOP	625.00			
9328	25101	100-5601-56101-				625.00		
8002570	11/20/2025	PRINTED	006583	CAM SERVICES	2,474.00			
9323	122963	100-5301-56999-				1,139.00		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9596		122964	100-5301-56999-			750.00	
	DOC		INVOICE NO	ACCOUNT				AMOUNT
	9597		122962	100-5301-56999-				185.00
	9599		122961	100-5301-56999-				400.00
8002571	11/20/2025	PRINTED	015431	ANTHONY CASTANEDA	237.35			
	9292		10/16/2025RB	100-4133-57101-				237.35
8002572	11/20/2025	PRINTED	001530	CHATTEL INC	772.50			
	9474		2509-ORG03	100-6102-55999-				772.50
8002573	11/20/2025	PRINTED	003595	CINTAS CORPORATION NO 2	213.00			
	9042		4247407243	100-7203-56107-				213.00
8002574	11/20/2025	PRINTED	019162	CINTAS	143.55			
	9467		4249674752	100-5401-56107-				143.55
8002575	11/20/2025	PRINTED	000029	CITY OF ANAHEIM	34,258.02			
	9425		HZM201920	100-3011-50102-				34,258.02
8002576	11/20/2025	PRINTED	025207	CITY OF TUSTIN	400.00			
	9294		DEC 8-9 & 15-16 2025	100-4011-57101-				400.00
8002577	11/20/2025	PRINTED	014873	CIVICPLUS INC	1,097.44			
	9111		353168	100-7101-55999-				627.37
	9112		350052	100-7101-55999-				470.07
8002578	11/20/2025	PRINTED	002810	CLINICAL LABORATORY OF SA	2,420.00			
	9340		2501772-	600-5802-55999-				2,420.00
8002579	11/20/2025	PRINTED	004588	CODE CONSULTING GROUP LLC	1,452.50			
	9582		10-25-0184	100-3112-55000-				1,452.50
8002580	11/20/2025	PRINTED	000605	CRAFCO INC	3,491.10			
	9440		9403599242	263-5201-53201-				3,491.10
8002581	11/20/2025	PRINTED	000605	CRAFCO INC	1,745.55			
	9600		9403549166	263-5201-53201-				1,745.55
8002582	11/20/2025	PRINTED	012114	DANIELS TIRE SERVICE	1,903.93			
	9441		200554674	100-0000-15203-				1,416.49
	9652		200555501	100-0000-15203-				487.44
8002583	11/20/2025	PRINTED	011271	DOERSCHEL AND ASSOCIATES	6,970.00			
	9521		162159	100-1601-55999-				6,345.00
	9647		111001	200-0000-56999-				625.00
8002584	11/20/2025	PRINTED	017762	DAVID WILSON'S VILLA FORD	1,069.81			
	9378		030150	100-0000-15203-				700.78
	9379		030151	100-0000-15203-				369.03

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002585	11/20/2025	PRINTED	000646	EAST ORANGE COUNTY WATER	23,626.95			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
8247	09-2025-4	600-5802-53105-				23,626.95		
8002586	11/20/2025	PRINTED	014310	LUCY ECHEVARRIA	150.00			
9367	11-10 RUNNING SHOES	100-3011-53102-				150.00		
8002587	11/20/2025	PRINTED	009593	ELITE EQUIPMENT	552.56			
9488	54003	600-5802-56101-				552.56		
8002588	11/20/2025	PRINTED	000846	EMERGENCY MEDICAL SERVICE	37.00			
9595	27682-2504	225-3122-57104-				37.00		
8002589	11/20/2025	PRINTED	020653	EXCEL BACKFLOW SERVICE IN	13,175.00			
9587	1127485	600-5803-56101-				3,825.00		
9588	1152634	100-5803-56101-				120.00		
9589	1129743	100-5803-56101-				2,580.00		
9590	1129028	600-5803-56101-				900.00		
9591	1128168	291-5803-56101-				1,680.00		
9592	1126198	100-5803-56101-				3,480.00		
9598	1153573	100-5803-56101-				410.00		
9601	1152590	100-5803-56101-				120.00		
9601	1152590	294-5803-56101-				60.00		
8002590	11/20/2025	PRINTED	001639	FACTORY MOTOR PARTS CO	482.50			
9362	12-6854085	100-0000-15203-				415.37		
9459	11-2061382	100-0000-15203-				18.58		
9663	11-2061852	100-0000-15203-				14.18		
9664	11-2061930	100-0000-15203-				34.37		
8002591	11/20/2025	PRINTED	017319	FEHR & PEERS	1,811.25			
9487	189463	100-5703-55999-				1,811.25		
8002592	11/20/2025	PRINTED	002278	FERGUSON ENTERPRISES LLC	2,946.81			
9574	0300088	600-5802-80101-				9.80		
9574	0300088	600-5803-80101-				12.73		
9574	0300088	600-5803-81501-				9.79		
9574	0300088	600-5803-80101-				36.24		
9576	0300086	600-5802-80101-				233.35		
9576	0300086	600-5803-80101-				303.36		
9576	0300086	600-5803-81501-				233.36		
9576	0300086	600-5803-80101-				863.42		
9577	0299261	600-5802-80101-				177.83		
9577	0299261	600-5803-80101-				231.17		
9577	0299261	600-5803-81501-				177.82		
9577	0299261	600-5803-80101-				657.94		
8002593	11/20/2025	PRINTED	005168	FIRE EXTINGUISHING SAFETY	496.66			
9581	5423	100-3121-56101-				496.66		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002594	11/20/2025	PRINTED	005444	LAURIE ANN FISCHER	62.30			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
9567	FALL25LAURIEANNFISHE	100-7101-55999-				62.30		
8002595	11/20/2025	PRINTED	000002	FLEET SERVICES INC	1,918.27			
9636	01P169510.02	100-0000-15203-				1,504.43		
9637	01P169985	100-0000-15203-				226.06		
9638	01P170130	100-0000-15203-				168.54		
9642	01P170151	100-0000-15203-				19.24		
8002596	11/20/2025	PRINTED	013523	FRAZIER MARTIAL ARTS	62.30			
9568	FALL25FRAZIERMARTIAL	100-7101-55999-				62.30		
8002597	11/20/2025	PRINTED	025214	NANCY FRITTS	60.00			
9617	11-13 PARA REFUND	100-3122-47301-				60.00		
8002598	11/20/2025	PRINTED	002177	FULLER TRUCK ACCESSORIES	420.23			
9446	W65388	100-0000-15203-				420.23		
8002599	11/20/2025	PRINTED	002198	GALLS LLC	2,002.07			
9381	032600342	454-4011-53102-				-73.85		
9383	032633032	454-4011-53102-				-88.09		
9384	032657903	454-4011-53102-				-73.85		
9391	033042393	454-4011-53102-				110.58		
9392	033054846	454-4011-53102-				494.57		
9393	033067170	454-4011-53102-				79.02		
9394	033067175	454-4011-53102-				84.95		
9395	033067192	454-4011-53102-				79.02		
9396	033091278	454-4011-53102-				84.95		
9397	033091287	454-4011-53102-				56.19		
9399	033091354	454-4011-53102-				158.05		
9405	033042427	100-4121-59999-				36.83		
9406	033054875	100-4011-53102-				35.56		
9408	033067161	100-4011-53102-				262.20		
9409	033079476	100-4011-53102-				65.50		
9410	033079477	100-4011-53102-				65.50		
9411	032721499	100-4011-53102-				-253.20		
9412	033067167	100-4011-53102-				509.10		
9413	033079360	100-4011-53102-				117.68		
9416	033079371	100-4011-53102-				120.67		
9418	033091257	100-4011-53102-				130.69		
8002600	11/20/2025	PRINTED	002198	GALLS LLC	55.36			
9400	033079431	454-4011-53102-				11.12		
9402	033042336	454-4011-53102-				33.36		
9417	033079388	100-4011-53102-				10.88		
8002601	11/20/2025	PRINTED	001034	NORM GLASTETTER	150.00			
9583	11-15 RUNNING SHOES	100-3011-53102-				150.00		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002602	11/20/2025	PRINTED	025191	GRAPHIC INK CORP	468.17			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
9376	78834	100-3011-53102-				468.17		
8002603	11/20/2025	PRINTED	005369	JEFFREY D GRAY	72.36			
9291	10/07-09/2025RB	100-4011-57101-				72.36		
8002604	11/20/2025	PRINTED	013484	GREENFIELDS OUTDOOR FITNE	5,920.86			
9252	S30189	100-7203-54101-				5,920.86		
8002605	11/20/2025	PRINTED	019178	RYAN HARDWICK	265.00			
9456	10/28-31/2025RB	100-4011-57101-				265.00		
8002606	11/20/2025	PRINTED	019180	MATTHEW HART	265.00			
9401	10/28-31/2025RB	100-4011-57101-				265.00		
8002607	11/20/2025	PRINTED	000175	HI-STANDARD AUTOMOTIVE	696.89			
9455	30501	100-0000-15203-				696.89		
8002608	11/20/2025	PRINTED	016449	HILL, CLAUDE J	1,209.60			
9626	FALL25JIMHILL	100-7101-55999-				1,209.60		
8002609	11/20/2025	PRINTED	006309	HUNTINGTON SECURITY SYSTE	69.18			
9300	0021725-IN	100-5601-56101-				34.59		
9301	0021726-IN	100-5601-56101-				34.59		
8002610	11/20/2025	PRINTED	019212	IE INC.	109.60			
9481	MECH25-0382	100-6201-42729-				109.60		
8002611	11/20/2025	PRINTED	012820	INLAND KENWORTH US INC	2,385.98			
9331	325849MNP	100-0000-15203-				287.34		
9339	326080MNP	100-0000-15203-				207.05		
9343	326333MNP	100-0000-15203-				1,190.39		
9346	327505MNP	100-0000-15203-				352.17		
9450	328075MNP	100-0000-15203-				349.03		
8002612	11/20/2025	PRINTED	000181	INSTITUTE OF TRANSPORTATI	1,824.00			
9513	ITE-MEMBERSHIP 2026	100-5703-57104-				1,824.00		
8002613	11/20/2025	PRINTED	001352	INTOXIMETERS	265.53			
9364	800902	100-4141-53199-				265.53		
8002614	11/20/2025	PRINTED	003842	ITERIS INC	5,007.44			
9492	185626	287-5703-87101-				463.65		
9492	185626	550-5703-87101-				4,005.95		
9492	185626	550-5703-87102-				537.84		
8002615	11/20/2025	PRINTED	002099	JADTEC SECURITY SERVICES	350.55			
9315	1868016	100-5601-56101-				116.85		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9316		1868017	100-5601-56101-			116.85	
	DOC		INVOICE NO	ACCOUNT			AMOUNT	
	9324		1868018	100-5601-56101-			116.85	
8002616	11/20/2025	PRINTED	003161	ADAM JEVEC	374.00			
	9265		10/17-21/2025RB	360-4011-57101-			374.00	
8002617	11/20/2025	PRINTED	020689	JMDIAZ INC	1,260.63			
	9498		004 (25-263)	500-5704-87101-			126.06	
	9498		004 (25-263)	550-5704-87101-			1,134.57	
8002618	11/20/2025	PRINTED	025188	J'S ELECTRIC	312.00			
	9480		ELEC25-0360	100-6201-42728-			243.00	
	9480		ELEC25-0360	100-6201-42726-			64.00	
	9480		ELEC25-0360	210-6001-47299-			5.00	
8002619	11/20/2025	PRINTED	001830	JUDICATE WEST	940.00			
	9545		680023	731-1301-55102-			940.00	
8002620	11/20/2025	PRINTED	000544	BALLMER & BERKMAN KANE	2,950.00			
	9476		29440	232-6401-55999-			850.00	
	9477		29439	232-6401-55999-			2,100.00	
8002621	11/20/2025	PRINTED	000199	KENNEDY EQUIPMENT CO INC	439.45			
	9348		71460	270-5201-56101-			439.45	
8002622	11/20/2025	PRINTED	017478	KONNER KREUTZIGER	23.00			
	9403		10/01/2025RB	100-4011-57101-			23.00	
8002623	11/20/2025	PRINTED	001849	KUSTOM IMPRINTS	581.85			
	9580		52148	100-3112-53199-			581.85	
8002624	11/20/2025	PRINTED	000222	LIFE-ASSIST INC	7,622.81			
	9304		2012513	100-3122-53101-			1,988.56	
	9304		2012513	225-3122-53101-			4,419.02	
	9304		2012513	225-3215-53101-			1,215.23	
8002625	11/20/2025	PRINTED	000223	LIFECOM INC	1,194.49			
	CNV-21955		2106402-IN	600-5802-56101-			673.44	
	CNV-21956		2106438-IN	600-5802-56101-			80.00	
	9311		2107807-IN	600-5802-56101-			361.05	
	9575		2107845-IN	600-5802-56101-			80.00	
8002626	11/20/2025	PRINTED	000519	MAIN STREET MATERIALS	4,018.47			
	9618		16280	263-5201-53201-			985.35	
	9634		16287	600-5803-81999-			3,033.12	
8002627	11/20/2025	PRINTED	019835	MALDONADO, RUBY	180.00			
	9490		PC MTGS 3RD QTR '25	100-6103-55999-			180.00	

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002628	11/20/2025	PRINTED	002661	PANTHER TENNIS	2,435.40			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
9565	FALL25WILLMARINO	100-7101-55999-				2,435.40		
8002629	11/20/2025	PRINTED	018342	MARK THOMAS & COMPANY INC	2,006.00			
9422	57641	287-5101-87102-				501.50		
9422	57641	550-5101-87102-				1,504.50		
8002630	11/20/2025	PRINTED	016964	MARTINEZ, RICHARD T	180.00			
9497	PC MTGS 3RD QTR '25	100-6103-55999-				180.00		
8002631	11/20/2025	PRINTED	003429	JUSTIN MC GOWAN	23.00			
9419	10/01/2025RB	100-4011-57101-				23.00		
8002632	11/20/2025	PRINTED	000250	MC MASTER-CARR SUPPLY CO	1,199.18			
9302	55079111	600-5802-53201-				135.69		
9644	55096729	100-0000-15203-				564.55		
9645	55559125	100-0000-15203-				498.94		
8002633	11/20/2025	PRINTED	019631	CHRIS MIELKE	100.00			
9297	1107253	600-5802-50999-				100.00		
8002634	11/20/2025	PRINTED	016212	MILLER, TERRY	1,176.00			
9571	FALL25TERRYMILLER	100-7101-55999-				1,176.00		
8002635	11/20/2025	PRINTED	001867	MISSION LINEN SUPPLY	2,117.66			
9310	10/31/25 STMT 134334	100-3121-56107-				326.30		
9312	10/31/25 STMT 134351	100-3121-56107-				284.50		
9313	10/31/25 STMT 134315	100-3121-56107-				248.20		
9318	10/31/25 STMT 134168	100-3121-56107-				264.60		
9327	10/31/25 STMT 134329	100-3121-56107-				255.10		
9332	10/31/25 STMT 217880	100-3121-56107-				503.44		
9333	10/31/25 STMT 134170	100-3121-56107-				235.52		
8002636	11/20/2025	PRINTED	025215	TAMI MOORE	180.00			
9620	11-05 PARA REFUND	100-3122-47301-				180.00		
8002637	11/20/2025	PRINTED	025187	NEXT LEVEL LIGHTING & ELE	343.00			
9482	ELEC25-0363	100-6201-42720-				137.00		
9482	ELEC25-0363	100-6201-42726-				5.00		
9482	ELEC25-0363	210-6001-47299-				64.00		
9482	ELEC25-0363	100-6201-42720-				137.00		
8002638	11/20/2025	PRINTED	001987	NIEVES LANDSCAPE LLC	67,290.63			
9525	83118	100-5501-56103-				14,661.14		
9526	83120	263-5201-56103-				7,040.87		
9527	83115	291-5501-56103-				30,163.01		
9529	83117	293-5501-56103-				1,548.39		
9530	83116	294-5501-56103-				4,364.63		
9531	83119	540-5501-56103-				1,939.76		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
		9533	83121	600-5501-56103-		5,456.51		
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	9534	83201	100-5501-56103-			302.22		
	9535	83203	100-5501-56103-			458.28		
	9537	83205	100-5501-56103-			41.84		
	9538	83206	100-5501-56103-			153.22		
	9540	83204	263-5201-56103-			58.21		
	9551	83207	263-5201-56103-			192.41		
	9554	83199	291-5501-56103-			858.10		
	9555	83200	294-5501-56103-			52.04		
8002639	11/20/2025	PRINTED	020236	ONYX PAVING COMPANY INC	781,048.08			
	9404	25-035-3	263-5101-87102-			119,465.59		
	9404	25-035-3	270-5101-87102-			34,566.15		
	9404	25-035-3	274-5101-87102-			470,099.64		
	9404	25-035-3	500-5101-87102-			198,024.50		
8002640	11/20/2025	PRINTED	019593	ORANGE CAR WASH INC	365.00			
	9350	102025	100-5401-56999-			365.00		
8002641	11/20/2025	PRINTED	000096	ORANGE CNTY TREASURER-TAX	365,840.71			
	9050	PW260321	601-5805-55999-			15,513.67		
	9635	AC2690021	100-0000-56999-			350,327.04		
8002642	11/20/2025	PRINTED	000299	ORANGE COUNTY WATER DISTR	74,467.88			
	9562	ANNEX FY 24-25	600-5802-53105-			74,467.88		
8002643	11/20/2025	PRINTED	015942	BRANDEN PISTONE	23.00			
	9407	10/01/2025RB	100-4011-57101-			23.00		
8002644	11/20/2025	PRINTED	000601	PLACEWORKS INC	3,721.25			
	9473	CRN-09.0-2	105-6102-55101-			3,721.25		
8002645	11/20/2025	PRINTED	001876	PRADO FAMILY SHOOTING RAN	450.00			
	9321	7654	100-4011-55000-			450.00		
8002646	11/20/2025	PRINTED	020903	QUADIENT FINANCE USA INC	7,416.50			
	9465	QUAD 09/26/25	100-0000-53104-			2,184.80		
	9466	QUAD 10/27/25	100-0000-53104-			5,231.70		
8002647	11/20/2025	PRINTED	020910	QUADIENT LEASING USA INC	2,197.91			
	9602	Q1963506	100-1502-56301-			2,197.91		
8002648	11/20/2025	PRINTED	006737	RAMONA INC	791,221.75			
	9144	S-252-3-Final	601-5101-85101-			832,865.00		
8002649	11/20/2025	PRINTED	025016	RCR TRAFFIC SPECIALIST	177.79			
	9430	13017	100-5201-53201-			177.79		
8002650	11/20/2025	PRINTED	025088	RED BEACON FIRE AND ELECT	650.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9306	922R		100-5601-56101-			650.00	
8002651	11/20/2025	PRINTED	025194	RED MOUNTAIN INC	3,045.14			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	9352	29254		100-5401-56101-				3,045.14
8002652	11/20/2025	PRINTED	017584	LEXISNEXIS	2,206.00			
	9478	3096031957		100-1301-55105-				1,103.00
	9479	3096092835		100-1301-55105-				1,103.00
8002653	11/20/2025	PRINTED	000351	ROSEBURROUGH TOOL INC	1,339.92			
	9528	825369		100-0000-15201-				1,006.01
	9528	825369		100-5201-53201-				333.91
8002654	11/20/2025	PRINTED	002333	RS AMERICAS INC	441.81			
	9354	9021406699		100-0000-15203-				441.81
8002655	11/20/2025	PRINTED	012784	S C SIGNS & SUPPLIES LLC	13,297.70			
	9604	263175		100-5201-53201-				13,297.70
8002656	11/20/2025	PRINTED	018597	SAN JUAN, CLYDE	651.00			
	9623	FALL25CLYDESANJUAN		100-7101-55999-				651.00
8002657	11/20/2025	PRINTED	000937	SEAGRAVE FIRE APPARATUS	127.27			
	9662	000154251		100-0000-15203-				127.27
8002658	11/20/2025	PRINTED	001235	SERRANO WATER DISTRICT	121,806.90			
	9375	183		600-5802-53105-				121,806.90
8002659	11/20/2025	PRINTED	004604	SHRED-WISE INC	50.00			
	9470	4612091825		100-1401-53101-				50.00
8002660	11/20/2025	PRINTED	025071	SIERRA ANALYTICAL LABS IN	57.50			
	9603	5K10018-		600-5802-55999-				57.50
8002661	11/20/2025	PRINTED	000376	SMART & FINAL IRIS CO #38	148.91			
	9536	974277		100-0000-15201-				115.90
	9536	974277		100-0000-15201-				33.01
8002662	11/20/2025	PRINTED	002004	JEREMY SMITH	602.70			
	9284	10/17-21/2025RB		360-4011-57101-				602.70
8002663	11/20/2025	PRINTED	016994	SOCAL AUTO & TRUCK PARTS	4,437.99			
	9432	October Stmt 2025		100-0000-15203-				4,437.99
8002664	11/20/2025	PRINTED	002990	SOUTHERN COUNTIES LUBRICA	2,426.67			
	9451	107469		100-0000-15203-				2,241.75
	9619	107892		270-5201-53201-				184.92
8002665	11/20/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	12,710.93			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9649		IN-0000243524	100-0000-15204-			4,068.38	
	DOC		INVOICE NO	ACCOUNT			AMOUNT	
	9650		IN-0000244353	100-0000-15204-			8,642.55	
8002666	11/20/2025	PRINTED	000396	STATE OF CALIF DEPT OF JU	343.00			
	9319		003982	100-1401-55101-			343.00	
8002667	11/20/2025	PRINTED	000396	STATE OF CALIF DEPT OF JU	680.00			
	9471		003139	100-1401-55101-			680.00	
8002668	11/20/2025	PRINTED	001197	STATE OF CALIFORNIA	225.00			
	9298		E2212540SN	100-5601-56101-			225.00	
8002669	11/20/2025	PRINTED	000397	SWRCB FEES	45,494.00			
	9424		SW-0323313	601-5805-55999-			45,494.00	
8002670	11/20/2025	PRINTED	009975	SUNBELT RENTALS INC	300.00			
	9447		174389433-0001	600-5803-56301-			300.00	
8002671	11/20/2025	PRINTED	020105	SUPERIOR PAVEMENT MARKING	18,028.50			
	9211		21439	100-5201-56999-			18,028.50	
8002672	11/20/2025	PRINTED	000402	SUSAN SAXE-CLIFFORD PHD	450.00			
	9469		25-1106-5	100-1401-55101-			450.00	
8002673	11/20/2025	PRINTED	017148	LARRY TAY	702.62			
	9486		11.04-06/2025RB	100-5703-57101-			702.62	
8002674	11/20/2025	PRINTED	025035	MATTHEW TAYLOR	38.96			
	9342		10/08/2025RB	100-4011-57101-			38.96	
8002675	11/20/2025	PRINTED	001919	TETRA TECH INC	6,179.00			
	9472		52503566	600-5802-85107-			6,179.00	
8002676	11/20/2025	PRINTED	015818	WESTRIN DANCE LLC	546.00			
	9570		FALL25DANCECENTRE	100-7101-55999-			546.00	
8002677	11/20/2025	PRINTED	017152	TRIPEPI SMITH AND ASSOCIA	610.00			
	9643		15973	100-0000-50999-			610.00	
8002678	11/20/2025	PRINTED	019458	TUNNELWORKS SERVICES INC	38,794.43			
	9213		2168	601-5301-87102-			38,794.43	
8002679	11/20/2025	PRINTED	000001	U S ARMOR CORP	778.41			
	9368		51220	100-4011-54101-			778.41	
8002680	11/20/2025	PRINTED	013781	ULTIMATE MAINTENANCE SERV	23,516.00			
	9264		35877	100-5601-56104-			23,516.00	
8002681	11/20/2025	PRINTED	019230	UNITED RENTALS INC	2,786.52			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
			9606	253952453-001 263-5201-53201-			318.07	
			DOC	INVOICE NO ACCOUNT				AMOUNT
			9607	254381625-002 263-5201-53201-				43.31
			9608	254560145-001 263-5201-53201-				331.81
			9609	255143805-001 263-5201-53201-				410.37
			9610	255215666-001 263-5201-53201-				635.80
			9611	255271035-001 263-5201-53201-				374.65
			9612	255261579-001 263-5201-53201-				330.19
			9613	255558128-001 263-5201-53201-				342.32
8002682	11/20/2025	PRINTED	025201	UNITED TRANSMISSION EXCHA	123.96			
			9449	0146213 100-0000-15203-				123.96
8002683	11/20/2025	PRINTED	019333	URBAN RESTORATION GROUP U	204.59			
			9329	00050650 100-5201-53201-				204.59
8002684	11/20/2025	PRINTED	020018	HD SUPPLY INC	1,178.41			
			9522	INV00881241 600-5802-53201-				1,178.41
8002685	11/20/2025	PRINTED	020534	EXPERT AUTO GLASS	150.00			
			9464	21753 100-5401-56999-				150.00
8002686	11/20/2025	PRINTED	018092	VILLA PARK CATERING	1,000.00			
			9448	12/04/25 DEP #1 100-4011-55999-				1,000.00
8002687	11/20/2025	PRINTED	009050	VULCAN MATERIALS CO	1,690.61			
			9338	5024671 263-5201-53201-				477.84
			9442	5028793 263-5201-53201-				488.88
			9443	5053727 263-5201-53201-				244.86
			9614	5072542 263-5201-53201-				238.92
			9615	5064530 263-5201-53201-				240.11
8002688	11/20/2025	PRINTED	000431	W W GRAINGER INC	163.70			
			9439	9702904690 100-0000-15203-				163.70
8002689	11/20/2025	PRINTED	002319	WATERLINE TECHNOLOGIES	3,840.05			
			9453	5770727 600-5802-53201-				1,036.56
			9454	5770729 600-5802-53201-				491.17
			9457	5770730 600-5802-53201-				366.78
			9458	5770731 600-5802-53201-				318.94
			9461	5770732 600-5802-53201-				918.55
			9462	5770728 600-5802-53201-				497.55
			9512	5770911 600-5802-53201-				210.50
8002690	11/20/2025	PRINTED	000439	WEST COAST ARBORISTS INC	24,297.00			
			9431	235449 601-5501-56999-				24,297.00
8002691	11/20/2025	PRINTED	016092	WINZER CORPORATION	256.17			
			9437	3592171 100-0000-15203-				256.17

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002692	11/20/2025	PRINTED	002801	YO FIRE SUPPLIES	1,507.67			

DOC	INVOICE NO	ACCOUNT	AMOUNT
9578	1036422	600-5803-81999-	1,394.53
9579	1036444	600-5803-81999-	113.14

8002693	11/20/2025	PRINTED	001153	ZOLL MEDICAL CORPORATION	790.78			
	9365		4362822	225-3122-53101-				494.24
	9365		4362822	400-3122-80101-				296.54
8002694	11/20/2025	PRINTED	000452	ZUMAR INDUSTRIES INC	436.39			
	9616		11226	100-5201-53201-				436.39

151 CHECKS CASH ACCOUNT TOTAL 4,015,560.87 .00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
151 CHECKS	FINAL TOTAL	4,015,560.87	.00

** END OF REPORT - Generated by Jocelin Mendez **

City of Orange

Finance Department - Accounts Payable

WW # 0343

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 11/26/25 4 of 4 reports for 12/09/25 Council Meeting
Notes:	
Requester Signature:	eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123 — Date: 11-26-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Lillian Wen Key: 255ce3af4128a3a50bd1b4b009bc5bbc Lillian Wen, Finance	11-26-2025 Date	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad L. Hildenbrand, City Manager	11-26-2025 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	11-26-2025 Date	Comments:

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5571	11/24/2025	WIRE	001480	U S BANK	3,210,496.56			

DOC	INVOICE NO	ACCOUNT	AMOUNT
9622	3058143	100-1201-58103-	27,452.82
9622	3058143	100-1301-58103-	19,935.80
9622	3058143	100-1502-58103-	13,054.87
9622	3058143	100-1801-58103-	74,795.50
9622	3058143	100-1401-58103-	34,179.29
9622	3058143	100-2101-58103-	84,572.04
9622	3058143	100-3001-58103-	746,255.05
9622	3058143	100-4001-58103-	1,447,944.00
9622	3058143	100-5001-58103-	132,495.65
9622	3058143	100-6001-58103-	108,776.93
9622	3058143	100-7001-58103-	115,788.98
9622	3058143	100-8001-58103-	5,401.65
9622	3058143	210-6205-58103-	778.98
9622	3058143	400-4121-58103-	10,545.75
9622	3058143	225-3215-58103-	59,876.84
9622	3058143	225-3122-58103-	2,317.76
9622	3058143	601-0000-70201-	70,621.91
9622	3058143	270-5703-58103-	42,382.15
9622	3058143	291-5501-58103-	1,091.15
9622	3058143	293-5501-58103-	181.59
9622	3058143	294-5501-58103-	181.59
9622	3058143	600-0000-70201-	164,784.57
9622	3058143	600-0000-70201-	47,081.69
112525	11/25/2025	WIRE	000385	SOUTHERN CALIFORNIA GAS C	5,164.01			
9852	11/25/2025			100-0000-56203-				5,083.37
9852	11/25/2025			600-5802-56203-				80.64
8002695	11/26/2025	PRINTED	005317	ADMINSURE INC	23,800.00			
9697	18385			730-1306-50203-				1,556.00
9777	18386			730-1306-50202-				22,244.00
8002696	11/26/2025	PRINTED	001244	AIRGAS USA LLC	952.68			
9726	9166522090			100-0000-15201-				952.68
8002697	11/26/2025	PRINTED	020629	ALERT 360 OPCO INC	113.40			
9845	48003067			100-5601-56999-				56.70
9847	48790096			100-5601-56999-				56.70
8002698	11/26/2025	PRINTED	020629	ALERT 360	78.50			
9738	16731232			100-5601-56999-				78.50
8002699	11/26/2025	PRINTED	020698	ALL CITY MANAGEMENT SERVI	20,679.48			
9699	104753			100-4141-55999-				20,679.48
8002700	11/26/2025	PRINTED	007191	AT & T	1,215.24			
9818	000024370107			100-4011-56201-				1,215.24

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002701	11/26/2025	PRINTED	005938	ATHENS TECHNICAL SPECIALI	15,586.00			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	9701	INV111461	270-5704-87101-			15,586.00		
8002702	11/26/2025	PRINTED	005378	AUTO ZONE	21.54			
	9872	05942474848	100-0000-15203-			21.54		
8002703	11/26/2025	PRINTED	001014	B & M LAWN & GARDEN CENTE	724.42			
	9754	694149	270-5201-53299-			724.42		
8002704	11/26/2025	PRINTED	018181	BEAR ELECTRICAL SOLUTIONS	4,600.00			
	9489	28443	100-5702-56999-			4,600.00		
8002705	11/26/2025	PRINTED	013658	ABBA TERMITE AND PEST CON	770.00			
	9831	026596	601-5301-56999-			110.00		
	9834	030026	601-5301-56999-			110.00		
	9836	030027	601-5301-56999-			110.00		
	9838	031268	601-5301-56999-			220.00		
	9839	031388	601-5301-56999-			220.00		
8002706	11/26/2025	PRINTED	001853	JEREMY BILLEAUDEAUX	150.00			
	9816	11-24 RUNNING SHOES	100-3011-53102-			150.00		
8002707	11/26/2025	PRINTED	016378	C3 OFFICE SOLUTIONS LLC	4,910.10			
	9797	INV209772	100-1601-56999-			341.78		
	9799	INV210149	100-1601-56999-			4,568.32		
8002708	11/26/2025	PRINTED	017952	CAL-STATE AUTO PARTS INC	317.39			
	9769	506477	100-0000-15203-			177.31		
	9770	507608	100-0000-15203-			140.08		
8002709	11/26/2025	PRINTED	000065	CALIFORNIA AUTO REFRIGERA	42.02			
	9762	323653	100-0000-15203-			42.02		
8002710	11/26/2025	PRINTED	019138	CALIFORNIA WATERS DEVELOP	741.00			
	9553	25100	100-7203-56999-			741.00		
8002711	11/26/2025	PRINTED	006583	CAM SERVICES	1,065.00			
	6704	118713	100-2101-56101-			355.00		
	6706	120255	100-2101-56101-			355.00		
	8940	121635	100-2101-56101-			355.00		
8002712	11/26/2025	PRINTED	018913	CAPTAIN GRAPHICS	177.79			
	9682	U5700	454-4011-53102-			177.79		
8002713	11/26/2025	PRINTED	009818	CHARGE POINT INC	5,684.55			
	9743	IN379179	100-5601-56999-			5,684.55		
8002714	11/26/2025	PRINTED	003565	AT & T	145.00			
	9819	594020	100-4131-55999-			145.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002715	11/26/2025	PRINTED	019162	CINTAS	143.55			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
9768	4250478010	100-5401-56107-				143.55		
8002716	11/26/2025	PRINTED	012856	CIRBA SOLUTIONS	2,439.00			
9427	CSW-054106	601-5301-56999-				1,219.50		
9428	CSW-054105	601-5301-56999-				1,219.50		
8002717	11/26/2025	PRINTED	012114	DANIELS TIRE SERVICE	1,703.05			
9871	200556074	100-0000-15203-				1,703.05		
8002718	11/26/2025	PRINTED	025015	DEARK E & C INC	535,490.74			
9253	DEARK (257009) PP#3	510-7201-84101-				7,274.46		
9253	DEARK (257009) PP#3	550-7201-84101-				430,400.00		
9330	093025	550-7201-84101-				126,000.00		
8002719	11/26/2025	PRINTED	000112	DEPT OF TRANSPORTATION	14,548.02			
9506	SL260040	100-5702-56205-				4,399.03		
9506	SL260040	100-5702-56999-				10,148.99		
8002720	11/26/2025	PRINTED	000608	DIAMOND STAR COMMERCIAL V	1,025.07			
8882	01P223014	100-0000-15203-				97.71		
8965	01P224086	100-0000-15203-				733.84		
8989	01P224477	100-0000-15203-				193.52		
8002721	11/26/2025	PRINTED	002199	MICHAEL DIERSING	388.39			
9817	10/07-10/2025RB	100-3121-57101-				388.39		
8002722	11/26/2025	PRINTED	014203	DIVERSIFIED THERMAL SERVI	8,945.30			
9739	A410023	100-5601-56101-				450.00		
9740	S409900	100-5601-56101-				1,680.00		
9741	S409902	100-5601-56101-				4,215.00		
9742	S409963	100-5601-56101-				2,600.30		
8002723	11/26/2025	PRINTED	001120	DOOLEY ENTERPRISES INC	26,705.84			
9678	70942	100-4011-53199-				26,705.84		
8002724	11/26/2025	PRINTED	000646	EAST ORANGE COUNTY WATER	10,222.46			
9035	10/07/2025	100-7203-56204-				10,001.76		
9724	1409200 8-10/2025	100-5501-56204-				220.70		
8002725	11/26/2025	PRINTED	001639	FACTORY MOTOR PARTS CO	19.07			
9761	11-2062125	100-0000-15203-				19.07		
8002726	11/26/2025	PRINTED	018843	FARFAN, JERICO	100.00			
9518	DRC MTGS 3RD QTR '25	100-6103-55999-				100.00		
8002727	11/26/2025	PRINTED	002278	FERGUSON ENTERPRISES LLC	124.41			
9706	0300089	600-5802-80101-				17.78		

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9706		0300089	600-5803-80101-			23.10	
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	9706	0300089		600-5803-81501-			17.77	
	9706	0300089		600-5803-80101-			65.76	
8002728	11/26/2025	PRINTED	018487	MATTHEW FERRER	23.00			
	9593	10/01/2025RB		100-4011-57101-			23.00	
8002729	11/26/2025	PRINTED	000002	FLEET SERVICES INC	309.55			
	9876	01P170468		100-0000-15203-			309.55	
8002730	11/26/2025	PRINTED	020362	FREEDOM FOREVER LLC	471.20			
	9511	BLDG25-1122		100-6201-42728-			164.80	
	9511	BLDG25-1122		100-6201-42720-			306.40	
8002731	11/26/2025	PRINTED	002085	JAMES R FUENTY	46.00			
	9630	10/27-29/2025RB		100-4011-57101-			46.00	
8002732	11/26/2025	PRINTED	002509	GLOBALSTAR USA	544.79			
	9685	000000102201516		100-4011-56201-			544.79	
8002733	11/26/2025	PRINTED	020623	OMAR GUILLEN	23.00			
	9594	10/01/2025RB		100-4011-57101-			23.00	
8002734	11/26/2025	PRINTED	012658	HANNA, BROPHY, MACLEAN,	92.50			
	9784	2347804		730-1306-50299-			18.50	
	9786	2347782		730-1306-50299-			74.00	
8002735	11/26/2025	PRINTED	007956	AMERICAN HONDA FINANCE CO	599.79			
	9704	483245332 12/13/25		100-4133-56301-			599.79	
8002736	11/26/2025	PRINTED	007956	AMERICAN HONDA FINANCE CO	585.79			
	9708	487763993 12/24/25		100-4133-56301-			585.79	
8002737	11/26/2025	PRINTED	007956	AMERICAN HONDA FINANCE CO	589.79			
	9709	491544049 12/16/25		100-4133-56301-			589.79	
8002738	11/26/2025	PRINTED	007956	AMERICAN HONDA FINANCE CO	550.75			
	9712	493269318 12/29/25		100-4121-56301-			550.75	
8002739	11/26/2025	PRINTED	019436	HASA INC	11,141.92			
	9539	1067942		100-7203-56999-			2,935.00	
	9544	1071899		100-7203-53201-			994.32	
	9546	1068428		100-7203-53201-			560.84	
	9547	1076816		100-7203-53201-			931.00	
	9548	1081763		100-7203-53201-			955.63	
	9549	1075945		100-7203-56999-			2,964.95	
	9550	1082485		100-7203-56999-			1,025.00	
	9552	1083168		100-7203-53201-			32.77	
	9552	1083168		100-7203-56999-			742.41	

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002740	11/26/2025	PRINTED	000175	HI-STANDARD AUTOMOTIVE	77.58			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	9765	30508		100-0000-15203-				77.58
8002741	11/26/2025	PRINTED	006309	HUNTINGTON SECURITY SYSTE	69.18			
	9735	0021777-IN		100-5601-56101-				34.59
	9737	0021778-IN		100-5601-56101-				34.59
8002742	11/26/2025	PRINTED	025216	PORTIA IBARRA	2,878.35			
	9848	091525 - IBARRA		731-1306-50203-				2,878.35
8002743	11/26/2025	PRINTED	016856	IDENTIFIX	1,428.00			
	9755	487825-26		100-5401-53101-				1,428.00
8002744	11/26/2025	PRINTED	025061	ILLUMECON LLC	10,505.63			
	9703	10400		100-5702-53201-				10,505.63
8002745	11/26/2025	PRINTED	006466	IMPERIAL SPRINKLER SUPPLY	10,880.43			
	9493	0022090273-001		100-7203-53201-				3,189.01
	9494	0021952672-001		100-7203-53201-				1,565.44
	9496	0022090273-002		100-7203-53201-				586.16
	9499	0022206294-001		100-7203-53201-				2,660.12
	9500	0022617699-001		100-7203-53201-				410.01
	9502	0023599353-001		100-7203-53201-				1,915.18
	9504	0018390707-001		100-7203-53201-				554.51
8002746	11/26/2025	PRINTED	012820	INLAND KENWORTH US INC	2,506.43			
	9759	329040MNP		100-0000-15203-				2,506.43
8002747	11/26/2025	PRINTED	001352	INTOXIMETERS	265.53			
	9683	801576		100-4141-53199-				265.53
8002748	11/26/2025	PRINTED	003842	ITERIS INC	3,972.50			
	9520	185644		100-5001-55999-				3,972.50
8002749	11/26/2025	PRINTED	017186	J BRANDT RECOGNITION LTD	2,122.45			
	8944	65423		100-1401-53101-				2,252.14
	8944	65423		100-1401-53101-				32.30
8002750	11/26/2025	PRINTED	001592	JTB SUPPLY CO INC	9,507.87			
	9705	115822		100-5702-53201-				7,072.71
	9707	115830		100-5702-53201-				204.73
	9711	115651		100-5702-53201-				2,230.43
8002751	11/26/2025	PRINTED	008464	MAURICE KING	46.00			
	9625	10/27-29/2025RB		100-4011-57101-				46.00
8002752	11/26/2025	PRINTED	004439	KONICA MINOLTA	614.04			
	9801	48146736		100-2101-56301-				614.04

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002753	11/26/2025	PRINTED	020540	LESLIE, ISAIAH	240.00			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	9505	PC MTGS 3RD QTR '25	100-6103-55999-			240.00		
8002754	11/26/2025	PRINTED	000222	LIFE-ASSIST INC	29,003.22			
	9639	2016450	100-3122-53101-			3,031.14		
	9639	2016450	225-3122-53101-			6,735.86		
	9639	2016450	225-3215-53101-			1,852.36		
	9802	2020308	100-3122-53101-			4,534.92		
	9802	2020308	225-3122-53101-			10,077.60		
	9802	2020308	225-3215-53101-			2,771.34		
8002755	11/26/2025	PRINTED	021021	LINEGEAR INC	183.18			
	9787	62126	100-3011-53102-			10.78		
	9788	62127	100-3011-53102-			172.40		
8002756	11/26/2025	PRINTED	004623	MATTHEW A LORENZEN	322.17			
	9879	PRODEV25/26	100-1401-57102-			322.17		
8002757	11/26/2025	PRINTED	019822	MARTIN, ALISON	180.00			
	9510	PC MTGS 3RD QTR '25	100-6103-55999-			180.00		
8002758	11/26/2025	PRINTED	012991	ADAM MATTES	150.00			
	9727	11-19 RUNNING SHOES	100-3011-53102-			150.00		
8002759	11/26/2025	PRINTED	000250	MC MASTER-CARR SUPPLY CO	226.91			
	9790	55259299	400-3121-53199-			189.86		
	9791	55484087	400-3121-53199-			37.05		
8002760	11/26/2025	PRINTED	002332	MC PEEK DODGE OF ANAHEIM	243.09			
	9764	54087	100-0000-15203-			137.06		
	9875	54197	100-0000-15203-			106.03		
8002761	11/26/2025	PRINTED	004606	TIM MCCORMACK	240.00			
	9508	PC MTGS 3RD QTR '25	100-6103-55999-			240.00		
8002762	11/26/2025	PRINTED	013592	ANNE MCDERMOTT	150.00			
	9519	DRC MTGS 3RD QTR '25	100-6103-55999-			150.00		
8002763	11/26/2025	PRINTED	001533	MERCHANTS BUILDING MAINTE	53,702.34			
	9515	907681-August	100-7203-56999-			26,851.17		
	9516	907680-July	100-7203-56999-			26,851.17		
8002764	11/26/2025	PRINTED	001867	MISSION LINEN SUPPLY	453.84			
	9681	524961168	100-4011-55999-			226.92		
	9702	525005191	100-4011-55999-			226.92		
8002765	11/26/2025	PRINTED	018253	MOBILE HEALTH DIAGNOSTICS	5,080.00			
	9679	7443	100-4011-55101-			5,080.00		

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8002766	11/26/2025	PRINTED	016819	MOBILE WIRELESS LLC	11,700.00			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	9832	6466		100-4011-53202-				11,700.00
8002767	11/26/2025	PRINTED	019010	MOTOPORT USA	889.09			
	9694	3174		450-4141-53102-				889.09
8002768	11/26/2025	PRINTED	019719	GREG MULLEN	480.00			
	9880	PRODEV25/26		100-1401-57102-				480.00
8002769	11/26/2025	PRINTED	001674	MUSCO SPORTS LIGHTING LLC	2,375.00			
	9514	439992		100-7203-56301-				2,375.00
8002770	11/26/2025	PRINTED	001987	NIEVES LANDSCAPE LLC	836.49			
	9748	83209		263-5201-56103-				208.35
	9750	83210		291-5501-56103-				599.73
	9753	83240		263-5201-56103-				28.41
8002771	11/26/2025	PRINTED	019237	EDINGER URGENT CARE MEDIC	648.00			
	9775	00083557-00		100-1401-55101-				500.00
	9776	00083309-00		100-1401-55101-				93.00
	9789	00082945-00		731-1306-50203-				55.00
8002772	11/26/2025	PRINTED	000278	OCLC INC	1,881.55			
	9560	1000467469		100-2101-53101-				945.45
	9561	1000470964		100-2101-53101-				936.10
8002773	11/26/2025	PRINTED	000052	OFFICE DEPOT INC	1,779.31			
	9803	22984373		100-1801-53101-				410.25
	9803	22984373		100-1801-53101-				144.86
	9803	22984373		100-3011-53101-				241.38
	9803	22984373		100-4001-53101-				131.40
	9803	22984373		100-4001-53101-				168.95
	9803	22984373		100-4141-53101-				172.92
	9803	22984373		100-5001-53101-				17.95
	9803	22984373		100-6001-53101-				107.12
	9803	22984373		100-7001-53101-				104.71
	9803	22984373		731-1306-54101-				279.77
8002774	11/26/2025	PRINTED	099996	NEW LIFE TREATMENT CENTER	52.50			
	9763	178988		100-1842-42110-				52.50
8002775	11/26/2025	PRINTED	000096	ORANGE CNTY TREASURER-TAX	4,153.00			
	9695	SH72839		100-4134-55000-				4,153.00
8002776	11/26/2025	PRINTED	006609	ORANGE CO SANITATION DIST	32,754.22			
	9700	OCSD - OCTOBER		100-0000-20302-				32,754.22
8002777	11/26/2025	PRINTED	000347	ORANGE COUNTY TAX COLLECT	7,961.70			

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	9710	2025-26 P 988-170-01	100-0000-50302-				7,961.70	
8002778	11/26/2025	PRINTED	001406	ORANGE COUNTY TREASURER	2,131.31			
	DOC	INVOICE NO	ACCOUNT					AMOUNT
	9883	PS469	100-4011-55104-					2,131.31
8002779	11/26/2025	PRINTED	000886	MARK OUELLETTE	149.95			
	9874	PRODV25/26	100-1401-57102-					149.95
8002780	11/26/2025	PRINTED	020161	PACIFIC PREMIER BANK	41,643.25			
	9821	RETREL AGR - 7766X	601-0000-20103-					41,643.25
8002781	11/26/2025	PRINTED	019392	SHARYN PANAGGIO	46.00			
	9631	10/27-29/2025RB	100-4011-57101-					46.00
8002782	11/26/2025	PRINTED	025183	SONUM PARIHAR	64.90			
	9632	10/27-29/2025	100-4011-57101-					64.90
8002783	11/26/2025	PRINTED	015586	POINT EMBLEMS	355.91			
	9820	19535	100-4011-53102-					355.91
8002784	11/26/2025	PRINTED	001876	PRADO FAMILY SHOOTING RAN	450.00			
	9732	7666	100-4011-55000-					450.00
8002785	11/26/2025	PRINTED	000331	RED WING BUSINESS ADVANTA	2,112.93			
	9793	855ST1-2487130	730-1306-54101-					353.40
	9794	855ST1-2549461	730-1306-54101-					452.53
	9795	855ST1-2505381	730-1306-54101-					307.06
	9796	855ST1-2568560	730-1306-54101-					500.00
	9804	855ST1-2518708	730-1306-54101-					499.94
8002786	11/26/2025	PRINTED	020753	UNITED SAFETY SERVICES	344.36			
	9805	224048	730-1306-54101-					172.18
	9806	224070	730-1306-54101-					86.09
	9807	224077	730-1306-54101-					86.09
8002787	11/26/2025	PRINTED	002131	RELIANCE STANDARD LIFE IN	20,428.32			
	9766	202511 BG #01000001	100-0000-20437-					10,355.42
	9766	202511 BG #01000001	100-0000-20417-					10,072.90
8002788	11/26/2025	PRINTED	015986	GUSTAVO SEGURA JR	114.00			
	9657	25 CWEA MBR DUES	601-5301-57104-					114.00
8002789	11/26/2025	PRINTED	004604	SHRED-WISE INC	100.00			
	9842	17620101425	100-1301-53101-					50.00
	9861	17620091625	100-1301-53101-					50.00
8002790	11/26/2025	PRINTED	016802	SOUTHERN CALIFORNIA SHRED	130.00			
	9680	294375	100-4011-55999-					130.00

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8002791	11/26/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	50,161.91			

DOC	INVOICE NO	ACCOUNT	AMOUNT
9646	IN-0000798610	100-0000-15204-	18,236.62
9648	IN-0000802205	100-0000-15204-	31,925.29

8002792	11/26/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	4,866.51			
	9760			IN-0000245427	100-0000-15204-			1,632.68
	9873			IN-0000247855	100-0000-15204-			3,233.83
8002793	11/26/2025	PRINTED	020829	SP PLUS CORPORATION	49,875.17			
	9684			83559-I1-1025F	100-4141-55999-			49,875.17
8002794	11/26/2025	PRINTED	000396	STATE OF CALIF DEPT OF JU	835.00			
	9696			001044	100-4011-55999-			835.00
8002795	11/26/2025	PRINTED	001303	SUNRISE MULTISPECIALIST M	175.00			
	9779			00201253-00	731-1306-55999-			115.00
	9780			00201185-00	731-1306-55999-			15.00
	9781			00200888-00	731-1306-55999-			15.00
	9783			00200079-00	731-1306-55999-			30.00
8002796	11/26/2025	PRINTED	002294	T-MOBILE	960.00			
	9686			L2511180599	100-4131-55999-			50.00
	9687			L2511180593	100-4131-55999-			165.00
	9688			L2511180452	100-4131-55999-			165.00
	9689			L2511180073	100-4131-55999-			165.00
	9691			L2511180330	100-4131-55999-			50.00
	9692			L2511180418	100-4131-55999-			100.00
	9693			L2511180460	100-4131-55999-			165.00
	9823			L2511240355	100-4131-55999-			100.00
8002797	11/26/2025	PRINTED	015776	THE COUNSELING TEAM INTER	1,625.00			
	9778			INV107196	731-1306-55999-			1,625.00
8002798	11/26/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	498.54			
	9715			010272C5688 12/18/25	100-4132-56301-			498.54
8002799	11/26/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	498.35			
	9716			010272E8364 12/8/25	100-4121-56301-			498.35
8002800	11/26/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	491.77			
	9717			010272A1808 12/11/25	100-4133-56301-			491.77
8002801	11/26/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	533.78			
	9713			010272E6125 12/3/25	100-4133-56301-			533.78
8002802	11/26/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	498.76			
	9714			010272C4596 12/3/25	100-4132-56301-			498.76
8002803	11/26/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	498.74			

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	9718	010272B3581 12/21/25	100-4133-56301-			498.74	
8002804	11/26/2025	PRINTED	014251 TRIFYTT SPORTS	583.80			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	9627	FALL25TRIFYTTSPORTS	100-7101-55999-				583.80
8002805	11/26/2025	PRINTED	017152 TRIPEPI SMITH AND ASSOCIA	3,533.00			
	9752	15897-1	100-5001-55999-				3,533.00
8002806	11/26/2025	PRINTED	019915 TUCKER, SHANNON	240.00			
	9509	PC MTGS 3RD QTR '25	100-6103-55999-				240.00
8002807	11/26/2025	PRINTED	004589 TURNOUT MAINTENANCE CO	328.44			
	9813	30450	100-3121-56101-				64.65
	9814	30451	100-3121-56101-				263.79
8002808	11/26/2025	PRINTED	000944 UNITED PARCEL SERVICE	588.96			
	9809	00005733W1455 2026	100-0000-53104-				56.19
	9810	00005733W1465 2026	100-1401-53104-				15.40
	9810	00005733W1465 2026	100-3011-53104-				17.11
	9810	00005733W1465 2026	100-4011-53104-				13.56
	9810	00005733W1465 2026	100-0000-53104-				48.23
	9811	00005733W1475 2026	100-5401-53299-				42.05
	9811	00005733W1475 2026	100-0000-53104-				90.36
	9882	00005733W1445 2026	100-4011-53104-				196.78
	9882	00005733W1445 2026	100-3011-53104-				14.54
	9882	00005733W1445 2026	100-4011-53104-				14.54
	9882	00005733W1445 2026	100-0000-53104-				80.20
8002809	11/26/2025	PRINTED	019230 UNITED RENTALS INC	322.11			
	9756	254847763-001	263-5201-53201-				322.11
8002810	11/26/2025	PRINTED	016965 VAZQUEZ, DAVID	120.00			
	9507	PC MTGS 3RD QTR '25	100-6103-55999-				120.00
8002811	11/26/2025	PRINTED	016163 VERITIV OPERATING COMP	2,704.44			
	9725	069-50159465	100-3121-53101-				989.88
	9725	069-50159465	100-5201-53201-				676.11
	9725	069-50159465	100-7203-53299-				676.11
	9725	069-50159465	100-4011-57101-				362.34
8002812	11/26/2025	PRINTED	016948 VERIZON BUSINESS SERVICES	2,076.63			
	9733	73526834	355-4011-56201-				1,910.50
	9733	73526834	450-4141-56201-				166.13
8002813	11/26/2025	PRINTED	001845 VERIZON WIRELESS	10,666.00			
	9734	6128236144	355-4011-56201-				4,264.30
	9792	6128662746	100-3011-56201-				5,364.96
	9792	6128662746	100-3121-56201-				812.87
	9792	6128662746	400-3011-56201-				223.87

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FOR CASH ACCOUNT: 998-0000-10000- FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002814	11/26/2025	PRINTED	009050	VULCAN MATERIALS CO	1,884.70			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
9757	5108885	263-5201-53201-				608.94		
9758	5108424	263-5201-53201-				418.40		
9840	5123634	263-5201-53201-				857.36		
8002815	11/26/2025	PRINTED	016240	EVANS GUN WORLD	5,880.00			
9824	2272	100-4011-57101-				5,880.00		
8002816	11/26/2025	PRINTED	002319	WATERLINE TECHNOLOGIES	3,100.10			
9719	5771550	600-5802-53201-				924.93		
9720	5771549	600-5802-53201-				421.00		
9721	5771547	600-5802-53201-				542.20		
9722	5771546	600-5802-53201-				318.94		
9723	5771545	600-5802-53201-				893.03		
8002817	11/26/2025	PRINTED	002111	WILLDAN FINANCIAL SERVICE	900.00			
9858	010-63664	100-0000-55999-				900.00		
8002818	11/26/2025	PRINTED	025102	JIM WONG	480.00			
9881	PRODEV25/26	100-1401-57102-				480.00		
8002819	11/26/2025	PRINTED	018725	YUNEX LLC	14,700.12			
9729	5610006672	100-5702-56999-				2,190.24		
9730	5610006693	100-5702-56999-				2,459.56		
9731	5610006692	100-5702-56999-				10,050.32		
8002820	11/26/2025	PRINTED	001379	Z A P MANUFACTURING INC	7,220.19			
9658	10240	100-5201-53201-				5,194.49		
9659	10242	100-5201-53201-				732.70		
9660	10241	100-5201-53201-				1,293.00		
8002821	11/26/2025	PRINTED	019435	EVAN ZEISEL	480.00			
9877	PRODEV25/26-3	100-1401-57102-				480.00		
8002822	11/26/2025	PRINTED	001153	ZOLL MEDICAL CORPORATION	5,963.26			
9641	4364510	225-3122-53101-				2,534.24		
9641	4364510	400-3122-80101-				1,520.55		
9815	4371100	225-3122-53101-				1,192.79		
9815	4371100	400-3122-80101-				715.68		
	130 CHECKS	CASH ACCOUNT TOTAL			4,356,188.47	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
130 CHECKS	FINAL TOTAL	4,356,188.47	.00

** END OF REPORT - Generated by Holli Kittleson **

Agenda Item

Orange City Council

Item #: 3.3. 12/9/2025 **File #:** 25-0634

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Approval of minutes of the City of Orange City Council Regular Meeting held on November 12, 2025.

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meeting(s).

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- November 12, 2025 Regular Meeting minutes

Agenda Item

Orange City Council

Item #: 3.3. 12/9/2025 **File #:** 25-0634

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Approval of minutes of the City of Orange City Council Regular Meeting held on November 12, 2025.

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meeting(s).

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- November 12, 2025 Regular Meeting minutes

MINUTES

City of Orange

Orange City Council

November 12, 2025

The City Council of the City of Orange, California convened on Wednesday, November 12, 2025, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

Mayor Slater called Closed Session to order at 5:01 p.m.

1.1 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Absent: Gyllenhammer

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:02 p.m. with all Members present, except Councilmember Gyllenhammer who was absent, to discuss the following:

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
City Negotiators: Jarad Hildenbrand, City Manager; Cody Kleen, Human Resources Assistant Director
Employee Organizations: Part-Time and Limited Duration Employees

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (One potential case)

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

Closed Session was adjourned at 5:40 p.m.

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6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

Mayor Slater called the meeting to order at 6:01 p.m.

1.1 INVOCATION

Given by Pastor Danny Kurimay, Orange Police Chaplain.

1.2 PLEDGE OF ALLEGIANCE

Led by Mayor Dan Slater.

1.3 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Absent: Gyllenhammer

1.4 PRESENTATIONS/ANNOUNCEMENTS

El Modena High School Student Liaison Dylan Platfoot provided Council with a brief update on school happenings.

Orange High School Student Liaison Jacob Gonzalez provided Council with a brief update on school happenings.

1.5 REPORT ON CLOSED SESSION ACTIONS

None

2. PUBLIC COMMENTS

Public Comments:
Greg Arrowsmith spoke about the California Public Employees' Retirement System (CalPERS).
Mel Vernon spoke about the Indivisible Orange County movement and the No Kings Protest held in Orange.
Craig Attanasio spoke about immigration issues.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.

ACTION: Approved.

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3.2. Confirmation of accounts payable warrant registers dated October 2, 9, 16, 17, 23, and 30, 2025 and payroll warrants dated October 10 and 24, 2025.

ACTION: Ratified the accompanying registers.

3.3. Approval of minutes of the City of Orange City Council Regular Meeting held on October 28, 2025.

ACTION: Approved minutes as presented.

3.4. Agreement between the City of Orange and Environmental System Research Institute, Inc. for the Citywide Geographic Information System Small Government Enterprise Agreement Annual Subscription, Enterprise Advantage Program, and Data Interoperability Extension for Desktop ArcGIS.

ACTION: Approved the agreement with Environmental System Research Institute, Inc. in the amount of $541,895 for the Citywide Geographic Information System Enterprise License Agreement, Enterprise Advantage Program, and Data Interoperability Extension for Desktop ArcGIS; and authorized the Mayor and City Clerk to execute on behalf of the city.

3.5. Agreements with C3 Office Solutions, LLC, dba C3 Tech for copier lease and managed print services.

Item 3.5 was removed from the Consent Calendar for separate consideration by Councilmember Dumitru.

Council requested additional information and discussed continuing the item to the next Regular Meeting. Staff confirmed that the services were last publicly bid in 2019.

Public Comments
Mark Leestma, Major Account Executive at Cannon Solutions America, Inc., spoke in opposition of approval.

ACTION: A motion was made by Councilmember Dumitru, seconded by Councilmember Tavoularis, to continue Item 3.5 to the December 9, 2026, Regular meeting. The motion carried by the following vote:
Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Noes: None
Absent: Gyllenhammer

3.6. Agreement with Chattel, Inc. for preparation of a Historic Preservation Ordinance.

Item 3.6 was removed from the Consent Calendar for separate consideration by Councilmember Barrios.

In response to Council's questions, staff stated that the agreement exceeds initial estimated cost as the scope of services increased following Council direction for increased public outreach to staff.

During discussion Councilmember Barrios stated she would have to recuse from the

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item if it included the Mills Act program and requested to bifurcate the item. A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to remove the Mills Act program portion from the agreement.

Following additional discussion and staff clarification, Councilmember Barrios amended her motion to approve the item as recommended. Councilmember Gutierrez concurred with the amendment. The agreement does not include any items that would cause a conflict of interest for Councilmember Barrios or Mayor Slater.

Written Public Comment
A.J. Ricci submitted an eComment in support of approval.

ACTION: A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to approve the agreement with Chattel, Inc. in the amount of $66,317 for preparation of a Historic Preservation Ordinance; and authorize the Mayor and City Clerk to execute on behalf of the City. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Noes: None
Absent: Gyllenhammer

3.7. Professional service agreements for on-call engineering services.

ACTION: Approved on-call professional services agreements with 27 firms for various services, with not-to-exceed amounts of $100,000 or $250,000; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.8. Acceptance and appropriation of $853,000 in Orange County Transportation Authority Congestion Mitigation and Air Quality Improvement Program grant funds, and appropriation of $116,000 in match funds for the Santiago Creek Bike Trail Extension Project.

Item 3.8 was removed from the Consent Calendar for separate consideration by Councilmember Dumitru.

Councilmember Dumitru expressed support for the item and noted enthusiasm for its progress.

Written Public Comment
Janice Brownfield submitted an email in support of approval.

ACTION: A motion was made by Councilmember Dumitru, seconded by Councilmember Gutierrez, to:
1) Accept into the City's Other Federal Grants (399) revenue budget $853,000 in grant funds from the Orange County Transportation Authority Congestion Mitigation and Air Quality Improvement Program:
399-5101-43301-265008-43 Santiago Creek Bike Trail Extension Project
2) Authorize the appropriation of $853,000 to Other Federal Grants (399):
399-5101-87102-265008 Santiago Creek Bike Trail Extension Project
3) Authorize the appropriation of $116,000 from Capital Projects (500) to:
500-5101-87102-265008 Santiago Creek Bike Trail Extension Project

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The motion carried by the following vote:
Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Noes: None
Absent: Gyllenhammer

3.9. Appropriation of $35,829.25 in revenue from the Old Towne West Metrolink Parking Structure parking revenue collected during the Orange International Street Fair.

ACTION: 1) Accepted $35,829.25 of Metrolink Parking Structure revenue into General Fund (100): 100-0000-48999-260001 Street Fair Metrolink Parking
2) Authorized the appropriation of $35,829.25 from the General Fund (100) to:
100-5601-56999-255105 Other Maintenance Metrolink Parking Structure

3.10. Accept donation of 50 Automated External Defibrillators for the Police Department from the Orange Police Foundation.

ACTION: Accepted donation of 50 Automated External Defibrillators from the Orange Police Foundation to the Orange Police Department.

3.11. Award of Contract to All Cities Engineering, Inc. for Annual Pipeline Renewal Project; Bid No. 25-26.04.

ACTION: Approved the contract with All Cities Engineering, Inc. in the amount of $1,309,083, representing an original bid amount of $1,190,075, plus a 10% contingency of $119,008 for the Annual Pipeline Renewal Project; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.12. Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Title 12, Title 16, and Title 17 of the Orange Municipal Code to update duties and responsibilities of the Design Review Committee. Ordinance No. 18-25.

Item 3.12 was removed from the Consent Calendar for separate consideration by Councilmember Barrios. Councilmember Barrios proposed adding a sunset date of June 30, 2026, to the ordinance. Councilmember Dumitru suggested an agendized review of the ordinance in June, and Councilmember Barrios concurred.

A motion was made by Councilmember Dumitru to adopt Ordinance No. 18-25 with the condition that the ordinance be agendized for review on June 9, 2026. The motion failed for lack of a second.

ACTION: A motion was made by Mayor Slater, seconded by Mayor pro tem Bilodeau, to adopt Ordinance No. 18-25. The motion failed by the following vote:
Ayes: Bilodeau, and Slater
Noes: Barrios, Dumitru, Gutierrez, and Tavoularis
Absent: Gyllenhammer

ACTION: A motion was made by Councilmember Barrios, seconded by Mayor Slater, to adopt Ordinance No. 18-25 with the condition that the ordinance is agendized for Council review on June 9, 2026. The motion carried by the following vote:
Ayes: Bilodeau, Barrios, Dumitru, Tavoularis, and Slater
Noes: Gutierrez
Absent: Gyllenhammer

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3.13. Authorize the purchase of various annual hardware and software maintenances from Sidepath, Inc.

ACTION: Approved the purchase of various annual hardware and software maintenances from Sidepath, Inc. for a total amount of $272,355.33.

3.14. Authorization of payment to Valverde Construction, Inc. for the repair of the existing water main, storm drain, and pavement restoration at the intersection of Santiago Boulevard and Meats Avenue.

ACTION: 1) Authorized the appropriation of $118,000 from the Water (600) unreserved fund balance to:
600-5803-56102 Repair/Maint Services - Facility
2) Authorized the payment to Valverde Construction, Inc. for the repair of the existing water main, storm drain, and pavement restoration at the intersection of Santiago Boulevard and Meats Avenue.

3.15. Water rate pass-through notice for Calendar Year 2026.

ACTION: Received and filed.

3.16. Authorization for the Director of Public Works to sign and file a financial assistance application for a financing and grant agreement with the California State Water Resources Control Board for the City of Orange Well 29 per- and polyfluoroalkyl substances treatment system. Resolution No. 11643.

ACTION: Adopted Resolution No. 11643. A Resolution of the City Council of the City of Orange authorizing a representative to sign and file a financial assistance application for a financing and grant agreement with the State Water Resources Control Board for City of Orange Well 29.

Approval of the Consent Calendar

Items 3.5, 3.6, 3.8, and 3.12 were removed from the Consent Calendar and heard separately. All other items were approved as recommended.

A motion was made by Councilmember Dumitru, seconded by Councilmember Tavoularis, to approve the Consent Calendar as recommended. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Noes: None
Absent: Gyllenhammer

END OF CONSENT CALENDAR

* * * * * * * *

4. REPORTS FROM MAYOR SLATER

None

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5. REPORTS FROM COUNCILMEMBERS

Councilmember Barrios reported the Treats in the Streets event, sponsored by the Orange International Street Fair, was successful and expressed appreciation to Public Works staff for their assistance.

Councilmember Tavoularis expressed gratitude to UCI medical staff for treating patients involved in a recent e-scooter accident in Orange.

5.1. Highlight Local Business (Gutierrez)

Councilmember Gutierrez did not have a Local Business to highlight, but instead announced that the Orange Community Historical Society was hosting an event on November 18, 2026, at the mail library.

6. AB 1234 REPORTS

None

7. REPORTS FROM CITY MANAGER

None

8. PUBLIC HEARINGS

8.1. Public Hearing to consider Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Title 15 of the Orange Municipal Code adopting and amending the 2025 editions of the California Building Standards Codes (2025 California Building, the 2025 California Residential Code, the 2025 California Plumbing Code, the 2025 California Green Building Code, and the 2025 California Electrical Code). Ordinance No.16-25.

Mayor Slater opened the Public Hearing at 6:53 p.m.; there being no speakers, Mayor Slater closed the Public Hearing at 6:53 p.m.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Barrios, to adopt Ordinance No. 16-25. An Ordinance of the City Council of the City of Orange amending Title 15 of the Orange Municipal Code adopting and amending the 2025 editions of the California Building Standards Codes and related model codes, with appendices, relating to the building codes. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Noes: None
Absent: Gyllenhammer

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8.2. Public Hearing to consider Second Reading and adoption of an Ordinance of the City Council of the City of Orange adopting the 2025 California Wildland-Urban Interface Code and the 2025 California Fire Code, adding Chapter 15.31 and amending Chapter 15.32 of the Orange Municipal Code. Ordinance No. 17-25.

Mayor Slater opened the Public Hearing at 6:54 p.m.; there being no speakers, Mayor Slater closed the Public Hearing at 6:54 p.m.

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to adopt Ordinance No. 17-25. An Ordinance of the City Council of the City of Orange adding and amending Chapter 15.31, City of Orange Wildland-Urban Interface Code, and deleting Chapter 15.32, City of Orange Fire Code, in its entirety and adding Chapter 15.32, adopting and amending the 2025 California Codes and portions of the 2024 International Codes as the City of Orange Wildland-Urban Interface Code and the City of Orange Fire Code, to Title 15 (Buildings and Construction) of the Orange Municipal Code. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Noes: None
Absent: Gyllenhammer

9. ADMINISTRATIVE REPORTS

9.1. Executive Management and Senior Management employees' classification, compensation, and terms of employment. Resolution No. 11644.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Dumitru, to adopt Resolution No. 11644. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11599 and all amendments thereto and the classification, compensation, and terms of employment of Executive Management and Senior Management employees. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, and Slater
Noes: None
Absent: Gyllenhammer

9.2. Consider changes to Resolution No. 11597 regarding the City's Safe and Sane Fireworks program.

Senior Assistant to the City Manager Jack Morgan provided the staff report and summarized potential changes.

During discussion, Council asked TNT representative, George Urch, to respond to questions.

Public Comments
George Urch, TNT, responded to questions regarding the maximum number of permits and locations of permitted retailers.

There was Council consensus on the following potential changes to the resolution: leave the number of permits at 12, move the application process to January, extend permit to two years, and prohibit qualified organizations from participating in the lottery for one year after having received a permit.

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Staff was directed to return with a revised resolution incorporating the changes for Council's consideration.

10. LEGAL AFFAIRS

10.1. Introduction and First Reading of Ordinance No. 19-25 amending Chapter 2.10 of Title 2 of the Orange Municipal Code relating to controlled committee contributions, as well as the process to incorporate amendments and additional requirements to Chapter 2.10.

Entered into the record: Revised ordinance removing subsections B and C of Section 2.10.240 to align with the City's status as a general law city.

Public Speakers:
Shirley Grindle spoke in support of approval.
Sharon Galasso spoke in support of approval.
Reggie Mundekis spoke in opposition of approval.

Written Public Comment
Judson Brown submitted an eComment in support of approval.

During discussion, Mayor pro tem Bilodeau stated his opposition to the item, citing concerns that it would reduce transparency and impose limitations.

A motion was made by Councilmember Dumitru, seconded by Councilmember Barrios, to introduce and conduct First Reading of Ordinance No. 19-25. An Ordinance of the City Council of the City of Orange amending Sections 2.10.090 and 2.10.240 of the Orange Municipal Code to prohibit transfers of contributions from candidate-controlled committees to City Candidate Committees, to prohibit Candidate-Controlled or Elected Officer-Controlled Committees from making contributions to any committee supporting or opposing a City Candidate for office, and to clarify procedures for amending campaign contribution limitations. The motion carried by the following vote:

Ayes: Barrios, Dumitru, Gutierrez, and Slater
Noes: Bilodeau, and Tavoularis
Absent: Gyllenhammer

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:57 p.m.

The next Regular City Council meeting will be held on Tuesday, December 9, 2025, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary. The November 25, 2025, Regular City Council meeting will be cancelled.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR

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Agenda Item

Orange City Council

Item #: 3.4. 12/9/2025 **File #:** 25-0638

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Sean deMetropolis, Fire Chief**

1. SUBJECT

Agreement with Life Scan Wellness Centers for Cancer, Heart, Vascular, and Disease Ultrasound Screenings for Orange City Fire Department Personnel.

2. SUMMARY

Cancer is the leading cause of firefighter line-of-duty deaths. Implementing comprehensive wellness screenings enables early detection and prevention of serious health issues, enhancing firefighter safety and overall well-being. This proactive approach can help reduce long-term healthcare and workers' compensation costs for the City.

3. RECOMMENDED ACTION

Approve the agreement with Life Scan Wellness Centers the amount of $55,000 for Cancer, Heart, Vascular, and Disease Ultrasound Screenings; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this Agreement is not to exceed $55,000 and will be funded through General Fund (100):

100-3121-55000 Contractual Services

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

Objective1.11: Expand the employee wellness program

6. DISCUSSION AND BACKGROUND

Cancer is the leading occupational threat to firefighters and a primary driver of line-of-duty deaths (LODDs). Between 2002 and 2019, cancer was responsible for 66% of LODDs among career firefighters, while heart disease accounted for 18%. In 2016, cancer caused an even higher proportion-70%-of such fatalities, according to data from the International Association of Fire Fighters (IAFF). Centers for Disease Control and Prevention/National Institute for Occupational Safety and Health (CDC/NIOSH) research shows firefighters have a 9% higher overall cancer incidence and a 14% higher cancer mortality rate than the general U.S. population. Risks are substantially elevated for specific cancers - about double the risk for mesothelioma and testicular cancer; roughly 1.5-1.6 times for multiple myeloma and non-Hodgkin lymphoma; and increased risks for skin (including

melanoma), brain, prostate, colon cancers, and leukemia - reflecting occupational exposures to combustion byproducts, asbestos, diesel exhaust, and contaminated gear. These findings underscore the need for targeted prevention, screening, decontamination, and medical surveillance measures.

For the past 25 years, the Life Scan Wellness Centers have been the Nation's largest provider of enhanced early detection for first responders. All Life Scan services are carefully selected to maintain the overall wellbeing of first responders, including their physical and mental health. The selection of services is based on the National Fire Protection Agency and the Fire Service Joint Labor Management Wellness-Fitness Initiative. These are the governing organizations that establish the health and wellness guidelines to which public safety officers comply. Should the City Council approve this agreement, Life Scan will provide the following services:

- Echocardiogram (Heart Ultrasound)
- Carotid Arteries Ultrasound
- Aorta and Aortic Valve Ultrasounds
- Liver Ultrasound
- Gall Bladder Ultrasound
- Kidneys Ultrasound
- Spleen Ultrasound
- Bladder Ultrasound
- Thyroid Ultrasound
- Men: Prostate and Testicular Ultrasounds
- Women: Ovaries and Uterus Ultrasounds

Overall, to better ensure the health and safety of Orange City Fire Fighters, staff recommends the City Council approve an agreement in an amount not to exceed $55,000 with Life Scan Wellness Centers.

7. ATTACHMENTS

- Professional Service Agreement with Life Scan Wellness Centers

Agenda Item

Orange City Council

Item #: 3.4. 12/9/2025 **File #:** 25-0638

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Sean deMetropolis, Fire Chief**

1. SUBJECT

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2. SUMMARY

Cancer is the leading cause of firefighter line-of-duty deaths. Implementing comprehensive wellness screenings enables early detection and prevention of serious health issues, enhancing firefighter safety and overall well-being. This proactive approach can help reduce long-term healthcare and workers' compensation costs for the City.

3. RECOMMENDED ACTION

Approve the agreement with Life Scan Wellness Centers the amount of $55,000 for Cancer, Heart, Vascular, and Disease Ultrasound Screenings; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this Agreement is not to exceed $55,000 and will be funded through General Fund (100):

100-3121-55000 Contractual Services

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

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Cancer is the leading occupational threat to firefighters and a primary driver of line-of-duty deaths (LODDs). Between 2002 and 2019, cancer was responsible for 66% of LODDs among career firefighters, while heart disease accounted for 18%. In 2016, cancer caused an even higher proportion-70%-of such fatalities, according to data from the International Association of Fire Fighters (IAFF). Centers for Disease Control and Prevention/National Institute for Occupational Safety and Health (CDC/NIOSH) research shows firefighters have a 9% higher overall cancer incidence and a 14% higher cancer mortality rate than the general U.S. population. Risks are substantially elevated for specific cancers - about double the risk for mesothelioma and testicular cancer; roughly 1.5-1.6 times for multiple myeloma and non-Hodgkin lymphoma; and increased risks for skin (including

melanoma), brain, prostate, colon cancers, and leukemia - reflecting occupational exposures to combustion byproducts, asbestos, diesel exhaust, and contaminated gear. These findings underscore the need for targeted prevention, screening, decontamination, and medical surveillance measures.

For the past 25 years, the Life Scan Wellness Centers have been the Nation's largest provider of enhanced early detection for first responders. All Life Scan services are carefully selected to maintain the overall wellbeing of first responders, including their physical and mental health. The selection of services is based on the National Fire Protection Agency and the Fire Service Joint Labor Management Wellness-Fitness Initiative. These are the governing organizations that establish the health and wellness guidelines to which public safety officers comply. Should the City Council approve this agreement, Life Scan will provide the following services:

- Echocardiogram (Heart Ultrasound)
- Carotid Arteries Ultrasound
- Aorta and Aortic Valve Ultrasounds
- Liver Ultrasound
- Gall Bladder Ultrasound
- Kidneys Ultrasound
- Spleen Ultrasound
- Bladder Ultrasound
- Thyroid Ultrasound
- Men: Prostate and Testicular Ultrasounds
- Women: Ovaries and Uterus Ultrasounds

Overall, to better ensure the health and safety of Orange City Fire Fighters, staff recommends the City Council approve an agreement in an amount not to exceed $55,000 with Life Scan Wellness Centers.

7. ATTACHMENTS

- Professional Service Agreement with Life Scan Wellness Centers

PROFESSIONAL SERVICES AGREEMENT
[Ultrasound Screening Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2025 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and LIFE EXTENSION CLINICS INC., a Florida corporation, doing business as LIFE SCAN WELLNESS CENTERS ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FIFTY-FIVE THOUSAND DOLLARS and 00/100 ($55,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders**. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses**. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent**. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons**. Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting**. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force

or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent

caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars ($1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars ($1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of Two Million Dollars ($2,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. **Termination**. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise.

Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including,

without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. **Integration**. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. **Notice**. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice

address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Life Scan Wellness Centers 1011 N Macdill Ave Tampa, FL 33607 Attn.: Rebecca Knecht	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Andy Lauridsen
Telephone: (813) 876-0625 E-Mail: rebecca.knecht@lifescanwellness.com	Telephone: (714) 288-2506 E-Mail: alauridsen@cityoforange.org

25. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"

LIFE EXTENSION CLINICS, INC.,
a Florida corporation, dba LIFE SCAN WELLNESS CENTERS

Todd Leduc
*By:_____
Printed Name: Todd LeSuc
Title: CEO

*By:_____
Printed Name: Rebecca Knecht
Title: 11-21-2025

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney

***NOTE:** **City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.**

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

Document Ref: 8QMJU-QWTIX-CIXQU-8ZW8B

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

Quote

Date Sent: 2025-07-08
Exp. Date: 2026-12-31

Prepared for
Orange City Fire
Orange CA
Member Exams: # TBD
Sean deMetropolis

2025 PRICING	PRICE	QTY	SUBTOTAL
Comprehensive Hands On Physical Includes Mandatory Administrative, EMR, and Data Fee with Behavioral Health Assessments	$425.00	1	$425.00
			$425.00
2026 PRICING			
Comprehensive Hands On Physical Includes Mandatory Administrative, EMR, and Data Fee with Behavioral Health Assessments	$450.00	1	$450.00
			$450.00

This quotation is subject to the following terms and conditions:

1. Minimum of 45 appointments to come on site. Can combine multiple departments or use self pay spouses and retirees to get to this number.

2. Pricing subject to annual increase

3. Pricing is based on 9 patients per day, 45 per week. All scheduled appointments will be billed.

Additional Info:

1. Detailed scope of work can be found on page 2

Orange City Fire

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

Ultrasound Screenings (Early Detection of Heart Disease and Cancer):	
Echocardiogram (Heart Ultrasound)	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasounds	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Men: Prostate and Testicular Ultrasounds	Included
Women: Ovaries and Uterus Ultrasounds	Included

CERTIFICATE *of* SIGNATURE

REF. NUMBER
8QMJU-QWTIX-CIXQU-8ZW8B

DOCUMENT COMPLETED BY ALL PARTIES ON
21 NOV 2025 13:59:55
UTC

SIGNER	TIMESTAMP	SIGNATURE
REBECCA KNECHT EMAIL REBECCA.KNECHT@LIFESCANWELLNESS.COM	SENT 21 NOV 2025 13:45:13 SIGNED 21 NOV 2025 13:45:13	 IP ADDRESS 47.206.201.24 LOCATION WESLEY CHAPEL, UNITED STATES
TODD LEDUC EMAIL TODD.LEDUC@LIFESCANWELLNESS.COM	SENT 21 NOV 2025 13:45:13 VIEWED 21 NOV 2025 13:58:23 SIGNED 21 NOV 2025 13:59:55	 IP ADDRESS 174.211.161.149 LOCATION TAMPA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
21 NOV 2025 13:58:23

Agenda Item

Orange City Council

Item #: 3.5. 12/9/2025 **File #:** 25-0666

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Adam Jevec, Chief of Police**

1. SUBJECT

Agreement with Interior Office Solutions, Inc. for technology-driven workspaces and services for the Police Department.

2. SUMMARY

Office furnishings, design, and installation for the Field Services Division of the Police Department through OMNIA Partners Contract No. 2020000606, with Interior Office Solutions, Inc. for a total of $500,000. The total amount of $500,000 includes furnishings and services of $468,909, plus a contingency of $31,091.

3. RECOMMENDED ACTION

1. Approve the agreement with Interior Office Solutions, Inc. in the amount of $500,000, representing the cost of furnishings and services of $468,909, plus a contingency of $31,091; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of $300,000 from Traffic Safety (450) unreserved fund balance to expenditure account number 450-4011-80101-255019, Traffic Safety - Furniture, Fixture, Equipment.

3. Approve the carryover for the following Fiscal Year 2024-2025 account balances to Fiscal Year 2025-2026:

454-4011-80101-255019	COPS Supplemental Law Enforcement Services	$500,000
570-4011-56101-255019	Developer Impact Fees-Police	$45,000
570-5601-84101-255019	Developer Impact Fees-Police	$211,020
954-5601-84101-255019	Merged 2008 Tax Exempt Bonds	$200,000

4. FISCAL IMPACT

The expense for this agreement is $500,000 and will be funded through COPS Supplemental Law Enforcement Services (454) and Traffic Safety (450):

454-4011-80101-255019 Police Facility Improvements
450-4011-80101-255019 Police Facility Improvements

Upon approval of this appropriation, the estimated Traffic Safety (450) fund balance at June 30, 2026, will be $816,486.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services
Objective1.9: Police facility improvements to the Field and Support Services Division to improve workflow

6. DISCUSSION AND BACKGROUND

During Fiscal Year 2021-2022, the Police Department implemented a three-year plan to implement a technology-driven office solution across key operational areas beginning with the Investigative Services Division which was completed in May 2023. The initiative aims to improve workspace efficiency, officer well-being, and digital integration through ergonomically designed, tech-enabled furniture systems.

The Police Department's operational environment has changed significantly over the past decade, with increased reliance on digital tools, body-worn cameras, real-time crime centers, and integrated communication systems. However, the current office furnishings in use across various divisions are outdated, not ergonomically designed, and lacks compatibility with evolving technological needs such as cable management, docking systems, and multiple monitor setups.

The proposed project will focus on the Field Services Division which includes the following:

- Traffic Bureau
- Bike Patrol & Homeless Engagement Assistance Response Team (HEART)
- Sergeant's Office
- Report Writing Room
- Briefing Room

Technology-driven workspaces will not only improve operational efficiency but also support community-focused policing by improving working environments for officers engaged with the community or collaborating with mental health professionals. Additionally, efficient, and organized workspaces will lead to quicker report turnaround times, more accurate data entry, and better overall service when residents interact with administrative staff. Lastly, a modernized facility creates a welcoming and professional atmosphere that reflects the department's commitment to transparency, accountability, and service.

Based on previous projects with the City, including completion of the Investigative Services Division of the Police Department, quality of work, and consideration of the City's annual budget, staff pursued a proposal from Interior Office Solutions, Inc. dba People Space (People Space). People Space is located in Irvine, CA and currently maintains an OMNIA Partners, Contract No. 2020000606 through Haworth. Included in the OMNIA contract are special pricing incentives beyond the standard discount which is based on volume. Based on a preliminary quote, the most cost-effective purchase price can be obtained through OMNIA Partners Contract No. 202000606, with People Space for a total amount of $500,000.

The current building, housing the Orange Police Department, has been servicing the community for over 30 years. To maximize efficiency and minimize operational disruption, the Police Department recommends replacing cabling, lighting, flooring, and refreshing interior paint before installation of furnishings. This ensures alignment with the modernized workspace and avoids future interruptions. With the assistance of Public Works Facilities, building improvements will be outsourced and

included in a separate staff report at a future date.

Funds in Traffic Safety (450) are available to be used for the procurement of workstations specifically for the Traffic Bureau, Bike Patrol, and HEART areas. Funding is also available in Capital Improvement Project No. 255019 for Police Facility Improvements which requires carryover approval of Fiscal Year 2024-2025 account balances to Fiscal Year 2025-2026.

The Police Department recommends approval of the agreement with People Space for furnishings, design, and installation in the amount of $500,000, representing furnishings and services of $468,909, plus a contingency of $31,091. The manufacturing and assembly of the workstations will take approximately 8 weeks to complete.

7. ATTACHMENTS

- Agreement with Interior Office Solutions, Inc.
- OMNIA Contract No. 2020000606, Amendment No. 14

Agenda Item

Orange City Council

Item #: 3.5. 12/9/2025 **File #:** 25-0666

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Adam Jevec, Chief of Police**

1. SUBJECT

Agreement with Interior Office Solutions, Inc. for technology-driven workspaces and services for the Police Department.

2. SUMMARY

Office furnishings, design, and installation for the Field Services Division of the Police Department through OMNIA Partners Contract No. 2020000606, with Interior Office Solutions, Inc. for a total of $500,000. The total amount of $500,000 includes furnishings and services of $468,909, plus a contingency of $31,091.

3. RECOMMENDED ACTION

1. Approve the agreement with Interior Office Solutions, Inc. in the amount of $500,000, representing the cost of furnishings and services of $468,909, plus a contingency of $31,091; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of $300,000 from Traffic Safety (450) unreserved fund balance to expenditure account number 450-4011-80101-255019, Traffic Safety - Furniture, Fixture, Equipment.

3. Approve the carryover for the following Fiscal Year 2024-2025 account balances to Fiscal Year 2025-2026:

454-4011-80101-255019	COPS Supplemental Law Enforcement Services	$500,000
570-4011-56101-255019	Developer Impact Fees-Police	45,000
570-5601-84101-255019	Developer Impact Fees-Police	211,020
954-5601-84101-255019	Merged 2008 Tax Exempt Bonds	200,000

4. FISCAL IMPACT

The expense for this agreement is $500,000 and will be funded through COPS Supplemental Law Enforcement Services (454) and Traffic Safety (450):

454-4011-80101-255019 Police Facility Improvements
450-4011-80101-255019 Police Facility Improvements

Upon approval of this appropriation, the estimated Traffic Safety (450) fund balance at June 30, 2026, will be $816,486.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services
Objective1.9: Police facility improvements to the Field and Support Services Division to improve workflow

6. DISCUSSION AND BACKGROUND

During Fiscal Year 2021-2022, the Police Department implemented a three-year plan to implement a technology-driven office solution across key operational areas beginning with the Investigative Services Division which was completed in May 2023. The initiative aims to improve workspace efficiency, officer well-being, and digital integration through ergonomically designed, tech-enabled furniture systems.

The Police Department's operational environment has changed significantly over the past decade, with increased reliance on digital tools, body-worn cameras, real-time crime centers, and integrated communication systems. However, the current office furnishings in use across various divisions are outdated, not ergonomically designed, and lacks compatibility with evolving technological needs such as cable management, docking systems, and multiple monitor setups.

The proposed project will focus on the Field Services Division which includes the following:

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- Briefing Room

Technology-driven workspaces will not only improve operational efficiency but also support community-focused policing by improving working environments for officers engaged with the community or collaborating with mental health professionals. Additionally, efficient, and organized workspaces will lead to quicker report turnaround times, more accurate data entry, and better overall service when residents interact with administrative staff. Lastly, a modernized facility creates a welcoming and professional atmosphere that reflects the department's commitment to transparency, accountability, and service.

Based on previous projects with the City, including completion of the Investigative Services Division of the Police Department, quality of work, and consideration of the City's annual budget, staff pursued a proposal from Interior Office Solutions, Inc. dba People Space (People Space). People Space is located in Irvine, CA and currently maintains an OMNIA Partners, Contract No. 2020000606 through Haworth. Included in the OMNIA contract are special pricing incentives beyond the standard discount which is based on volume. Based on a preliminary quote, the most cost-effective purchase price can be obtained through OMNIA Partners Contract No. 202000606, with People Space for a total amount of $500,000.

The current building, housing the Orange Police Department, has been servicing the community for over 30 years. To maximize efficiency and minimize operational disruption, the Police Department recommends replacing cabling, lighting, flooring, and refreshing interior paint before installation of furnishings. This ensures alignment with the modernized workspace and avoids future interruptions. With the assistance of Public Works Facilities, building improvements will be outsourced and

included in a separate staff report at a future date.

Funds in Traffic Safety (450) are available to be used for the procurement of workstations specifically for the Traffic Bureau, Bike Patrol, and HEART areas. Funding is also available in Capital Improvement Project No. 255019 for Police Facility Improvements which requires carryover approval of Fiscal Year 2024-2025 account balances to Fiscal Year 2025-2026.

The Police Department recommends approval of the agreement with People Space for furnishings, design, and installation in the amount of $500,000, representing furnishings and services of $468,909, plus a contingency of $31,091. The manufacturing and assembly of the workstations will take approximately 8 weeks to complete.

7. ATTACHMENTS

- Agreement with Interior Office Solutions, Inc.
- OMNIA Contract No. 2020000606, Amendment No. 14

PROFESSIONAL SERVICES AGREEMENT
[Installation Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2025 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and INTERIOR OFFICE SOLUTIONS, INC., a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Scott Jorgensen, Lieutenant ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FOUR HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED NINE DOLLARS and 00/100 ($468,909.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses except for any additional costs arising from delays, disruptions, or conditions outside Contractor's reasonable control as provided in Section 13.

c. In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City's Project Manager. In anticipation of such contingencies, the sum of THIRTY-ONE THOUSAND NINETY-ONE DOLLARS and 00/100 ($31,091.00) has been added to the total compensation of

this Agreement. City's Project Manager may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as City's Project Manager and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City's Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed FIVE HUNDRED THOUSAND DOLLARS and 00/100 ($500,000.00).

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent**. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons**. Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting**. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion**. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence**. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work and City shall timely provide access to the site, approvals, information, and coordination with other trades reasonably necessary for Contractor to perform the Services.

12. **Reserved**.

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the

cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction for its internal purposes in connection with the project. Notwithstanding the foregoing, Contractor shall retain all right, title and interest in and to Contractor's pre-existing or generic materials, templates, software, methods, processes, and intellectual property, and City is granted a non-exclusive, non-transferable license to use such materials solely as incorporated into the Deliverables for the City's internal use of the project.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects but only to the extent such claims arise out of the acts or omissions of Contractor or its subcontractors and not due to the negligence or willful misconduct of City or any third party not under Contractor's control and

(2) Any claim, loss, injury to or death of persons or damage to tangible property, but only to the extent caused by the negligent acts or omissions or willful misconduct of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, in the performance of the work or services which are the subject of this Agreement; provided that Contractor shall have no obligation to indemnify the Indemnitees for any loss, injury, death or damage to the extent caused by the negligence or willful misconduct of City or any third party not under Contractor's control.. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Reserved.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars ($1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars ($1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

f. **Reserved**.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City to the extent such notice can be provided by Contractor's insurer under applicable law and the insurer's standard practices. Contractor shall request that its insurers provide such notice to City. In the event Contractor receives written notice of cancellation or non-renewal from its insurer, Contractor shall provide City with written notice as soon as practicable thereafter.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to

conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. **Termination**. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, , together with all reasonable, documented demobilization costs and all non-cancelable or committed manufacturer and vendor costs (including restocking charges and freight) incurred by Contractor in reliance on this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. **Maintenance and Inspection of Records**. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement that directly relate to the performance of this Agreement. City's audit rights shall not extend to Contractor's records unrelated to this Agreement or to Contractor's confidential financial information not reasonably necessary to verify amounts charged under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its

offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Agreement, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification

that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. **Integration**. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. **Notice**. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Interior Office Solutions, Inc. 17800 Mitchell North Irvine, CA 92614 Attn.: Trisha Banta-Fox	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Scott Jorgensen, Lieutenant
Telephone: 949-724-9444 E-Mail: tfox@peoplespace.com	Telephone: 714-744-7356 E-Mail: sjorgensen@orangepd.org

25. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"

INTERIOR OFFICE SOLUTIONS, INC., a California corporation

DocuSigned by:
*By: JDB Jesse Bagley
FFBD9B96413F4BD...
Printed Name: JDB Jesse Bagley
Title: CEO

DocuSigned by:
*By: TAF Trisha Fox
1D6EA355088A44A...
Printed Name: TAF Trisha Fox
Title: CIO|CFO

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney

***NOTE:** **City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.**

√

EXHIBIT "A"

SCOPE OF SERVICES

Provide office furniture, design services, and installation services for designated areas within the City of Orange Police Department.

Docusign Envelope ID: 23D8F4B9-DD26-4B1B-B9C0-A5B646CD09F7

Contract#: 2020000606
Amendment#: 14
Vendor#: 304468

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FOURTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

THIS FOURTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Fourteenth Amendment") is made and entered into this 30 of September 2025, by and between Haworth, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Furniture, Installation, and Related Products and Services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide Furniture, Installation, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract to incorporate changes to the pricing sheet and Delivery and Force Majeure Clauses.

C. The parties amended the Contract to add the Tuohy produce line.

D. The parties amended the Contract to make adjustments to commercial pricing.

E. The parties amended the Contract to add the Resonate product line and modify the list of public agencies eligible to register with OMNIA Partners and access the Contract.

F. The parties amended the Contract to incorporate changes to the pricing sheet and additional Federal Contracts Terms.

G. The parties amended the Contract to add the Veda product line.

H. The parties amended the Contract to incorporate changes to the pricing sheet and replace the Commercial Non-Discrimination clause.

I. The parties amended the Contract to make adjustments to commercial pricing.

J. The parties amended the Contract to make adjustments to pricing, to add new product lines, and to incorporate certain other changes.

K. The parties amended the Contract to make pricing adjustments, to add a new product, and to incorporate certain other changes.

L. The parties amended the Contract by adding the first of two (2) one-year renewal terms, to add a new product, and to incorporate certain other changes.

M. The parties amended the Contract to add two new products and to incorporate certain other changes.

N. The parties amended the Contract to make pricing adjustments, to add a new product, and to incorporate certain other changes.

O. The parties now desire to amend the Contract by adding the second of two (2) one-year renewal terms, and to incorporate certain other changes.

Docusign Envelope ID: 23D8F4B9-DD26-4B1B-B9C0-A5B646CD09F7

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

A. The terms of the Contract are restated by and incorporated into this Fourteenth Amendment by reference.

B. Defined terms used in this Fourteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.

C. This Fourteenth Amendment extends the Term of the Contract by the second of two (2) one-year renewal terms to expire on December 31, 2026.

D. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

E. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Thirteenth Amendment to be executed as of the date first written above.

HAWORTH, INC.:

Signed by:
BY: Matthew Corl
4456EC945AEE4AF...
(signature)

PRINT NAME: Matthew Corl

TITLE: Finance Manager - Strategic Pricing

DATE: 08/12/2025

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

DocuSigned by:
BY: Liz Babson
6E8A04CDBC7D437...
(signature)

PRINT NAME: Liz Babson

TITLE: Deputy City Manager

DATE: 9/30/2025

Agenda Item

Orange City Council

Item #: 3.6. 12/9/2025 **File #:** 25-0669

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Steven Scardina, Information Technology Manager**

1. SUBJECT

Agreement with Complete Paperless Solutions, LLC for Laserfiche annual maintenance and dedicated support.

2. SUMMARY

The maintenance and support agreement for Complete Paperless Solutions, LLC, the City's Laserfiche document management platform, expires in March 2026. This purchase will extend the support agreement for three years, which includes technical and software support, maintaining software compliance and consistency as well as upgrades.

3. RECOMMENDED ACTION

Approve the agreement with Complete Paperless Solutions, LLC for a three-year term totaling $312,145.40, paid in three one-year increments of $125,049.66, $90,755.78, and $96,339.96 for Laserfiche support, product updates, and enhancements; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this purchase is $312,145.40 and will be funded in General Fund (100), formerly Information Technology Fund (780):

100-1601-56999 Other Repair / Maintenance Services

$125,049.66 is applicable to FY2025-2026.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City makes heavy use of Laserfiche for document management purposes and considers it the system of record for all City documents. The current Laserfiche Software Assurance Plan renews annually in March. This agreement will provide license renewal and support of Laserfiche as well as training.

The City must be partnered with one of Laserfiche's resellers to support the software. On February 8, 2022, the City Council approved a 1-year agreement with Complete Paperless Solutions, LLC (CPS) after having evaluated competing resellers. On February 14, 2023, the City Council approved a 3-

year agreement with CPS. During the 3-year timeframe CPS implemented a candidate process portal for local elections.

On December 12, 2023, the City Council approved the purchase of Assureon Trusted System and support from CPS. This 3-year agreement contains the continued licensing and support for the trusted system and adds a records management engine component to more comprehensively support the trusted system technology.

Staff are very happy with the partnership and services provided by CPS and recommend approval of the agreement.

7. ATTACHMENTS

- Agreement with Complete Paperless Solutions, LLC

Agenda Item

Orange City Council

Item #: 3.6. 12/9/2025 **File #:** 25-0669

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Steven Scardina, Information Technology Manager**

1. SUBJECT

Agreement with Complete Paperless Solutions, LLC for Laserfiche annual maintenance and dedicated support.

2. SUMMARY

The maintenance and support agreement for Complete Paperless Solutions, LLC, the City's Laserfiche document management platform, expires in March 2026. This purchase will extend the support agreement for three years, which includes technical and software support, maintaining software compliance and consistency as well as upgrades.

3. RECOMMENDED ACTION

Approve the agreement with Complete Paperless Solutions, LLC for a three-year term totaling $312,145.40, paid in three one-year increments of $125,049.66, $90,755.78, and $96,339.96 for Laserfiche support, product updates, and enhancements; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this purchase is $312,145.40 and will be funded in General Fund (100), formerly Information Technology Fund (780):

100-1601-56999 Other Repair / Maintenance Services

$125,049.66 is applicable to FY2025-2026.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City makes heavy use of Laserfiche for document management purposes and considers it the system of record for all City documents. The current Laserfiche Software Assurance Plan renews annually in March. This agreement will provide license renewal and support of Laserfiche as well as training.

The City must be partnered with one of Laserfiche's resellers to support the software. On February 8, 2022, the City Council approved a 1-year agreement with Complete Paperless Solutions, LLC (CPS) after having evaluated competing resellers. On February 14, 2023, the City Council approved a 3-

year agreement with CPS. During the 3-year timeframe CPS implemented a candidate process portal for local elections.

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7. ATTACHMENTS

- Agreement with Complete Paperless Solutions, LLC

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PROFESSIONAL SERVICES AGREEMENT
[Laserfiche Support Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2025 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and COMPLETE PAPERLESS SOLUTIONS, LLC, a California limited liability company ("Contractor"), who agree as follows:

1. **Services**. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Valdemar Chavez, Information Technology Supervisor ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. **Compensation and Fees**.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed THREE HUNDRED TWELVE THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS and 40/100 ($312,145.40) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

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2.1 Term

a. The initial term of this Agreement shall be three (3) years, commencing on March 9, 2026 and expiring on March 8, 2029 (the "Initial Term"). During the Initial Term, Contractor's compensation shall not exceed (i) ONE HUNDRED TWENTY FIVE THOUSAND FORTY NINE DOLLARS and 66/100 ($125,049.66) for the period March 9, 2026 through March 8, 2027, (ii) NINETY THOUSAND SEVEN HUNDRED FIFTY FIVE DOLLARS and 78/100 ($90,755.78) for the period March 9, 2027 through March 8, 2028, and (iii) NINETY SIX THOUSAND THREE HUNDRED THIRTY NINE DOLLARS and 96/100 ($96,339.96) for the period March 9, 2028 through March 8, 2029, in each case without the prior written authorization of City. The foregoing annual limits are included within, and do not increase, the total not-to-exceed amount set forth in Section 2(a).

b. Funding for each year of the Initial Term is expressly conditioned upon and subject to approval and appropriation, in City Council's sole and absolute discretion, of an amount sufficient to pay the applicable annual compensation set forth in Section 2.1(a). If the City Council fails to approve and appropriate funds sufficient to pay such compensation for any year, this Agreement shall automatically terminate as of the last date for which funds were appropriated and shall be of no further force or effect. In such event, City's sole obligation shall be to pay Contractor for services satisfactorily performed and allowable reimbursements incurred in accordance with this Agreement through the effective date of termination, and Contractor shall not be entitled to any additional compensation, damages or lost profits.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

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5. **Licenses**. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent**. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons**. Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting**. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion**. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence**. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

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12. **Reserved**.

13. **Delays and Extensions of Time**. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor**. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity**. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. **Conflicts of Interest**. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

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17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it

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is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Two Million Dollars ($2,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars ($1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

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i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

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21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.b.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not

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change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.d.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Complete Paperless Solutions, LLC 5130 E. La Palma Ave, Suite 206 Anaheim, CA 92807 Attn.: Claude Schott	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Val Chavez
Telephone: (760) 522-5031 E-Mail: cschott@cps247.com	Telephone: (714) 744-2284 E-Mail: vchavez@cityoforange.org

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25. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"

COMPLETE PAPERLESS SOLUTIONS, LLC, a California limited liability company

Signed by:
*By: James Dunn
C788ABA3E25B4E0...
Printed Name: James Dunn
Title: VP of Sales

*By: _____
Printed Name: _____
Title: _____

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney

***NOTE:** **City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.**

√

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EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

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ESTIMATE

Complete Paperless Solutions, LLC
5130 E La Palma Av. Ste 206
Anaheim, CA 92807

cschott@cps247.com
+1 (866) 661-2425

Complete Paperless Solutions

Bill to
Steven Scardina
City of Orange
300 E. Chapman Avenue
Orange, CA 92866

Ship to
Steven Scardina
City of Orange
300 E. Chapman Avenue
Orange, CA 92866

Estimate details
Estimate no.: 2892
Estimate date: 10/07/2025

#	Date	Product or service	SKU	Description	Qty	Rate	Amount
1.				Year 1			
2.		**ENF20B**		Rio Named Full User	125	$177.50	$22,187.50
3.		**EFRMB**		LF Forms for RIO LSAP	125	$17.75	$2,218.75
4.		**EPFRMB**		LF Forms Portal Add-on LSAP	1	$1,762.90	$1,762.90
5.		**QC4B**		LF Quick Field Basic LSAP	2	$551.25	$1,102.50
6.		**EPLS1B**		Public Portal LSAP for 1 Laserfiche Server	1	$9,922.50	$9,922.50
7.		**TKB**		LF SDK LSAP	1	$826.88	$826.88
8.		**ERM**		Laserfiche Records Management Edition DoD 5015.2 Certified	125	$88.75104	$11,093.88
9.		**ERMB**		RIO-Records Management LSAP	125	$17.75	$2,218.75
10.		**VIP Support**		CPS VIP Support	1	$15,590.00	$15,590.00
11.		**Professional Services**		CPS Professional Services: Records Retention Implementation	1	$19,600.00	$19,600.00
12.		**Professional Services**		CPS Professional Services: Velosimo implementation	2	$1,800.00	$3,600.00
13.							

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	AS-EKEL-100	Assureon encryption key escrow license and support for up to 100TB of data. Annual Fee.	15	$1,584.00	$23,760.00
14.	**OSE-ASU**	Annual Enterprise On Site Support, Assureon AXR	1	$9,103.00	$9,103.00
15.	**AS-EKEL-100**	Assureon encryption key escrow license and support for up to 100TB of data. Annual Fee.	1	$2,063.00	$2,063.00
				Year One Total	$125,049.66
16.		Year 2			
17.	**ENF20B**	Rio Named Full User	125	$177.50	$22,187.50
18.	**EFRMB**	LF Forms for RIO LSAP	125	$17.75	$2,218.75
19.	**EPFRMB**	LF Forms Portal Add-on LSAP	1	$1,762.90	$1,762.90
20.	**QC4B**	LF Quick Field Basic LSAP	2	$551.25	$1,102.50
21.	**EPLS1B**	Public Portal LSAP for 1 Laserfiche Server	1	$9,922.50	$9,922.50
22.	**TKB**	LF SDK LSAP	1	$826.88	$826.88
23.	**ERMB**	RIO-Records Management LSAP	125	$17.75	$2,218.75
24.	**VIP Support**	CPS VIP Support	1	$15,590.00	$15,590.00
25.	**AS-HCXR-100**	Assureon Software pay as you go (Priced for 36TB). Monthly subscription including Enhanced Support.	15	$1,584.00	$23,760.00
26.	**OSE-ASU**	Annual Enterprise On Site Support, Assureon AXR	1	$9,103.00	$9,103.00
27.	**AS-EKEL-100**	Assureon encryption key escrow license and support for up to 100TB of data. Annual Fee.	1	$2,063.00	$2,063.00
				Year Two Total	$90,755.78
28.		Year 3			
29.	**ENF20B**	Rio Named Full User	125	$195.25	$24,406.25
30.	**EFRMB**	LF Forms for RIO LSAP	125	$19.53	$2,441.25
31.	**EPFRMB**	LF Forms Portal Add-on LSAP	1	$1,939.19	$1,939.19
32.	**QC4B**	LF Quick Field Basic LSAP	2	$606.338	$1,212.68
33.	**EPLS1B**	Public Portal LSAP for 1 Laserfiche Server	1	$10,914.75	$10,914.75
34.	**TKB**	LF SDK LSAP	1	$909.59	$909.59

35.	**ERMB**	RIO-Records Management LSAP	125	$19.53	$2,441.25
36.	**VIP Support**	CPS VIP Support	1	$17,149.00	$17,149.00
37.	**AS-HCXR-100**	Assureon Software pay as you go (Priced for 36TB). Monthly subscription including Enhanced Support.	15	$1,584.00	$23,760.00
38.	**OSE-ASU**	Annual Enterprise On Site Support, Assureon AXR	1	$9,103.00	$9,103.00
39.	**AS-EKEL-100**	Assureon encryption key escrow license and support for up to 100TB of data. Annual Fee.	1	$2,063.00	$2,063.00
				Year Three Total	$96,339.96
		Total			**$312,145.40**

Accepted date **Accepted by**

Agenda Item

Orange City Council

Item #: 3.7. 12/9/2025 **File #:** 25-0637

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT
First Amendment to Development Agreement No. 0010-24 with OC Reclamation LLC to update the zoning change resale provision of the agreement.

2. SUMMARY
This amendment to Development Agreement 0010-24 removes the provision that gives OC Reclamation LLC the right to purchase the dedicated property for $1.00 in the event the City rezones the property to anything other than “Open Space” or similar.

3. RECOMMENDED ACTION
Approve the amendment to Development Agreement No. 0010-24 with OC Reclamation LLC; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 3: Enhance public communication strategy and quality of life.

6. DISCUSSION AND BACKGROUND
In September 2024, the City Council approved a Development Agreement (“DA”) between the City of Orange and OC Reclamation LLC. The agreement authorized expanded business activities at an existing nursery and included the dedication of the naturalized former “Chandler Pit” sand and gravel pit to the City as permanent open space.

OC Reclamation LLC has requested an amendment to the DA. The amendment would remove a previously negotiated provision that granted OC Reclamation LLC an unconditional and irrevocable right to repurchase the dedicated open-space property for $1.00 if the City were to change the zoning of the property in the future. OC Reclamation LLC now wishes to eliminate this clause in its entirety. Staff recommends approval of the amendment.

7. ATTACHMENTS
- First Amendment to Development Agreement No. 0010-24

Agenda Item

Orange City Council

Item #: 3.7. 12/9/2025 **File #:** 25-0637

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

First Amendment to Development Agreement No. 0010-24 with OC Reclamation LLC to update the zoning change resale provision of the agreement.

2. SUMMARY

This amendment to Development Agreement 0010-24 removes the provision that gives OC Reclamation LLC the right to purchase the dedicated property for $1.00 in the event the City rezones the property to anything other than “Open Space” or similar.

3. RECOMMENDED ACTION

Approve the amendment to Development Agreement No. 0010-24 with OC Reclamation LLC; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance public communication strategy and quality of life.

6. DISCUSSION AND BACKGROUND

In September 2024, the City Council approved a Development Agreement (“DA”) between the City of Orange and OC Reclamation LLC. The agreement authorized expanded business activities at an existing nursery and included the dedication of the naturalized former “Chandler Pit” sand and gravel pit to the City as permanent open space.

OC Reclamation LLC has requested an amendment to the DA. The amendment would remove a previously negotiated provision that granted OC Reclamation LLC an unconditional and irrevocable right to repurchase the dedicated open-space property for $1.00 if the City were to change the zoning of the property in the future. OC Reclamation LLC now wishes to eliminate this clause in its entirety. Staff recommends approval of the amendment.

7. ATTACHMENTS

- First Amendment to Development Agreement No. 0010-24

FIRST AMENDMENT TO

DEVELOPMENT AGREEMENT

by and between

CITY OF ORANGE

and

OC RECLAMATION, LLC

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this "First Amendment") is made and entered into as of _____ (the "Effective Date"), by and between CITY OF ORANGE, a California municipal corporation ("City") and OC RECLAMATION, LLC, a California limited liability company ("OCR"). City and OCR are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. The Parties entered into that certain Development Agreement ("Agreement") dated as of November 10, 2024, and recorded in the Official Records of Orange County as Document Number 2024000295095 after adoption by the City Council.

B. The Agreement governs the development of certain real property formerly owned by OCR within the City, and also provides for the dedication of a portion of that real property to the City, defined as the "Dedicated Property" in Section 6.1 of the Agreement. Consistent with said section, OCR dedicated the Dedicated Property to the City by grant deed dated November 15, 2024, and recorded in the Official Records of Orange County as Document Number 2024000299872.

C. Section 6.1 of the Agreement reserves to OCR the right to purchase the Dedicated Property back from the City for a *de minimis* amount under specified circumstances. OCR now desires to relinquish and extinguish that reserved right in full, and the City desires to accept OCR's relinquishment so that the City shall have unconditional, unrestricted fee ownership of the Dedicated Property.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto state, confirm and agree as follows:

1. Incorporation Into Agreement. This First Amendment is hereby incorporated into the Agreement such that the references to the "Agreement" or the "Development Agreement" in the Agreement's text shall hereafter also include this First Amendment. Unless otherwise set forth or modified herein, all capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement.

2. Amendment to Section 6.1. Section 6.1 is hereby amended and restated in full as follows:

> Concurrently upon execution of this Agreement and issuance and provision of all Project Approvals or other CITY approvals required or necessary in connection with the full use and enjoyment of the Project, OWNER agrees to dedicate its full fee simple interest in the Dedicated Property, commonly known as the "Chandler

Pit," to CITY via one or more grant deeds or similar conveyance instrument approved by the City Attorney. The Dedicated Property shall be conveyed and transferred to CITY in its "AS- IS," "WHERE IS, WITH ALL FAULTS" condition, free of any retained rights of reversion, repurchase, future interests, or other conditions in favor of OCR, and CITY shall thereafter hold the Dedicated Property in its sole and exclusive ownership.

3. **Conveyance**. OCR shall execute a grant deed conveying the remainder of its interest in the Dedicated Property to the City concurrently upon execution of this First Amendment.

4. **Recordation**. This First Amendment shall be recorded by the City Clerk in the Official Records of Orange County within ten (10) days after the Effective Date, as provided in Section 65868.5 of the Development Agreement Act.

5. **Effect of Amendment**. Except as expressly modified herein, the Agreement is unmodified, is hereby ratified and affirmed, and will remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment shall govern and control.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

CITY

THE CITY OF ORANGE,
a California municipal corporation

By:_____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney √

OCR

OC RECLAMATION, LLC,
a California limited liability company

By:_____
Trevor Wood, President

[NOTARY ACKNOWLEDGEMENTS ATTACHED]

Agenda Item

Orange City Council

Item #: 3.8. 12/9/2025 **File #:** 25-0629

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Cody Kleen, Acting Human Resources Director**

1. SUBJECT

Five-Year and Three-Year Subscription Agreements with Governmentjobs.com, Inc. dba NEOGOV for applicant tracking and pre-employment assessment tools.

2. SUMMARY

The City's current one-year subscription with Governmentjobs.com, Inc. dba NEOGOV expires on January 21, 2026. Staff recommends entering into new subscription agreements to continue using NEOGOV's applicant tracking and pre-employment assessment tools.

The agreements include:

- A five-year subscription agreement for Governmentjobs.com/Insight in the total amount of $83,948.93.
- A three-year subscription agreement for eSkill Basic Subscription in the total amount of $30,000.00 ($10,000.00 annually).
- A three-year subscription agreement for eSkill Scale Package Add-On in the total amount of $2,677.63 ($1,000.00 annually, prorated in year one).

3. RECOMMENDED ACTION

1. Approve a five-year agreement with Governmentjobs.com, Inc. dba NEOGOV in the amount of $83,948.93 for the Governmentjobs.com/Insight subscription; and authorize the Mayor and City Clerk to execute the agreement.

2. Approve a three-year agreement with Governmentjobs.com, Inc. dba NEOGOV in the amount of $30,000.00 for the eSkill Basic subscription; and authorize the Mayor and City Clerk to execute the agreement.

3. Approve a three-year agreement with Governmentjobs.com, Inc. dba NEOGOV in the amount of $2,677.63 for the eSkill Scale Package subscription; and authorize the Mayor and City Clerk to execute the agreement.

4. FISCAL IMPACT

The combined cost of these agreements totals $116,626.56 over the respective contract terms and will be funded through the General Fund (100):
100-1401-55999 Human Resources Other Professional/Technical Services

5. STRATEGIC PLAN GOALS

Goal 4: Improve Employee Retention and Recruitment

Objective 4.6: Support change management processes, embrace technology improvements, and digitalization.

6. DISCUSSION AND BACKGROUND

NEOGOV is the City's applicant tracking and recruitment platform, used for posting job announcements, managing applications, and processing hiring workflows. Continuing this subscription ensures consistency in recruitment operations and maintains access to applicant tracking data.

eSkill integrates with NEOGOV to provide pre-employment testing, skills assessments, and automated exam scoring. The Scale Package add-on allows customized test questions and configuration flexibility tailored to specific job classifications. By automating exam creation, scoring, and candidate result tracking, the system significantly reduces manual staff workload-eliminating time spent administering written exams, grading responses, and compiling scoring spreadsheets. This streamlined process improves consistency, accelerates hiring timelines, and frees HR and department staff to focus on higher-value tasks.

7. ATTACHMENTS

- Agreement with Governmentjobs.com, Inc. dba NEOGOV (Governmentjobs.com/Insight)
- Agreement with Governmentjobs.com, Inc. dba NEOGOV (eSkill Basic Subscription)
- Agreement with Governmentjobs.com, Inc. dba NEOGOV (eSkill Scale Package Subscription)

Agenda Item

Orange City Council

Item #: 3.8. 12/9/2025 **File #:** 25-0629

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Cody Kleen, Acting Human Resources Director**

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3. RECOMMENDED ACTION

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2. Approve a three-year agreement with Governmentjobs.com, Inc. dba NEOGOV in the amount of $30,000.00 for the eSkill Basic subscription; and authorize the Mayor and City Clerk to execute the agreement.

3. Approve a three-year agreement with Governmentjobs.com, Inc. dba NEOGOV in the amount of $2,677.63 for the eSkill Scale Package subscription; and authorize the Mayor and City Clerk to execute the agreement.

4. FISCAL IMPACT

The combined cost of these agreements totals $116,626.56 over the respective contract terms and will be funded through the General Fund (100):
100-1401-55999 Human Resources Other Professional/Technical Services

5. STRATEGIC PLAN GOALS

Goal 4: Improve Employee Retention and Recruitment

Objective 4.6: Support change management processes, embrace technology improvements, and digitalization.

6. DISCUSSION AND BACKGROUND

NEOGOV is the City's applicant tracking and recruitment platform, used for posting job announcements, managing applications, and processing hiring workflows. Continuing this subscription ensures consistency in recruitment operations and maintains access to applicant tracking data.

eSkill integrates with NEOGOV to provide pre-employment testing, skills assessments, and automated exam scoring. The Scale Package add-on allows customized test questions and configuration flexibility tailored to specific job classifications. By automating exam creation, scoring, and candidate result tracking, the system significantly reduces manual staff workload-eliminating time spent administering written exams, grading responses, and compiling scoring spreadsheets. This streamlined process improves consistency, accelerates hiring timelines, and frees HR and department staff to focus on higher-value tasks.

7. ATTACHMENTS

- Agreement with Governmentjobs.com, Inc. dba NEOGOV (Governmentjobs.com/Insight)
- Agreement with Governmentjobs.com, Inc. dba NEOGOV (eSkill Basic Subscription)
- Agreement with Governmentjobs.com, Inc. dba NEOGOV (eSkill Scale Package Subscription)

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-641732	**Order #:**	Q-416585
Customer:	Orange, City of (CA)	**Valid Until:**	1/22/2026
Effective Employee Count:	675		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Orange, City of (CA) Cody Kleen	**Shipping Contact :**	Orange, City of (CA) Cody Kleen
Billing Address:	300 E. Chapman Ave. Orange, CA 92866	**Shipping Address:**	300 E. Chapman Ave. Orange, CA 92866
Billing Contact Email:	ckleen@cityoforange.org	**Shipping Contact Email:**	ckleen@cityoforange.org
Billing Phone:	(714)744-7258	**Shipping Phone:**	(714)744-7258

Payment Terms			
Payment Term:	Net 60	**Notes:**	
PO Number:			

Subscription Service

January 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	1/22/2026	1/21/2027	675	Employee Based	$1,507.43
Insight Subscription	Recurring	1/22/2026	1/21/2027	675	Employee Based	$15,407.66
					January 2026 TOTAL:	$16,915.09

January 2027

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	1/22/2027	1/21/2028	675	Employee Based	$1,493.47
Insight Subscription	Recurring	1/22/2027	1/21/2028	675	Employee Based	$15,264.99
					January 2027 TOTAL:	$16,758.46

January 2028

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	1/22/2028	1/21/2029	675	Employee Based	$1,493.47

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Insight Subscription	Recurring	1/22/2028	1/21/2029	675	Employee Based	$15,264.99
					January 2028 TOTAL:	$16,758.46

January 2029

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	1/22/2029	1/21/2030	675	Employee Based	$1,493.47
Insight Subscription	Recurring	1/22/2029	1/21/2030	675	Employee Based	$15,264.99
					January 2029 TOTAL:	$16,758.46

January 2030

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	1/22/2030	1/21/2031	675	Employee Based	$1,493.47
Insight Subscription	Recurring	1/22/2030	1/21/2031	675	Employee Based	$15,264.99
					January 2030 TOTAL:	$16,758.46

Total: | $83,948.93

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Orange, City of (CA)

Signature: _____

Printed Name: Daniel R. Slater

Title: Mayor

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney √

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

    a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

    b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

    c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

    d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

    e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Docusign Envelope ID: 99B9D153-EBEB-4470-A274-7005810265D9

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-641732	**Order #:**	Q-411265
Customer:	Orange, City of (CA)	**Valid Until:**	9/30/2025
Effective Employee Count:	675		
Sales Rep:	Jonny Carver	**Start Date:**	Last signature date

Customer Contact			
Billing Contact:	Orange, City of (CA) Monica Espinoza	**Shipping Contact :**	Orange, City of (CA) Eric Figueroa
Billing Address:	300 E. Chapman Ave. Orange, CA 92866	**Shipping Address:**	300 E. Chapman Ave. Orange, CA 92866
Billing Contact Email:	mespinoza@cityoforange.org	**Shipping Contact Email:**	efigueroa@cityoforange.org
Billing Phone:	714-744-7255	**Shipping Phone:**	7147447261

Payment Terms

Payment Term: Net 30 **Notes:**
PO Number:

Subscription Service

Year 1 eSkill Growth Package - including up to 1,000 results/year

Item	Type	Term (Months)	Qty.	License Type	Total (USD)
Online Exams/Testing Integration Subscription - eSkill Pre-Employment	Recurring	12	1	Quantity Based	$0.00
eSkill Integration Setup	Services	12	1	Quantity Based	$0.00
eSkill Basic Subscription	Recurring	12	675	Employee Based	$10,000.00
				Year 1 TOTAL:	$10,000.00

Year 2 eSkill Growth Package - including up to 1,000 results/year

Item	Type	Term (Months)	Qty.	License Type	Total (USD)
Online Exams/Testing Integration Subscription - eSkill Pre-Employment	Recurring	12	1	Quantity Based	$0.00
eSkill Basic Subscription	Recurring	12	675	Employee Based	$10,000.00
				Year 2 TOTAL:	$10,000.00

Year 3 eSkill Growth Package - including up to 1,000 results/year

Item	Type	Term (Months)	Qty.	License Type	Total (USD)
Online Exams/Testing Integration Subscription - eSkill Pre-Employment	Recurring	12	1	Quantity Based	$0.00

Docusign Envelope ID: 99B9D153-EBEB-4470-A274-7005810265D9

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2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Item	Type	Term (Months)	Qty.	License Type	Total (USD)
eSkill Basic Subscription	Recurring	12	675	Employee Based	$10,000.00
				Year 3 TOTAL:	$10,000.00

Total: | $30,000.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Subscription allows for up to 1,000 completed test results per year and a 10% overage buffer. Annual usage in excess of 1,100 completed assessments results will be charged at a rate of $20/test result at the time of the next renewal.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Orange, City of (CA)

Signature: _____

Printed Name: Daniel R. Slater

Title: Mayor

Date _____

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney √

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

    a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

    b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

    c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

    d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

    e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-641732	**Order #:**	Q-425697
Customer:	Orange, City of (CA)	**Valid Until:**	12/31/2025
Effective Employee Count:	675		
Sales Rep:	Jonny Carver		

Customer Contact			
Billing Contact:	Orange, City of (CA) Monica Espinoza	**Shipping Contact :**	Orange, City of (CA) Eric Figueroa
Billing Address:	300 E. Chapman Ave. Orange, CA 92866	**Shipping Address:**	300 E. Chapman Ave. Orange, CA 92866
Billing Contact Email:	mespinoza@cityoforange.org	**Shipping Contact Email:**	efigueroa@cityoforange.org
Billing Phone:	714-744-7255	**Shipping Phone:**	7147447261

Payment Terms

Payment Term: Net 30 **Notes:**
PO Number:

Subscription Service

Year 1 - Prorated eSkill Scale Package Subscription only includes eSkill Author.

Item	Type	Start Date	End Date	Qty.	Price	License Type	Total (USD)
eSkill Scale Package Subscription	Recurring	1/1/2026	9/4/2026	1	$1,000.01	User Count Based	$677.63
						Year 1 - Prorated TOTAL:	$677.63

Year 2 eSkill Scale Package Subscription only includes eSkill Author.

Item	Type	Start Date	End Date	Qty.	Price	License Type	Total (USD)
eSkill Scale Package Subscription	Recurring	9/5/2026	9/4/2027	1	$1,000.00	User Count Based	$1,000.00
						Year 2 TOTAL:	$1,000.00

Year 3 eSkill Scale Package Subscription only includes eSkill Author.

Item	Type	Start Date	End Date	Qty.	Price	License Type	Total (USD)
eSkill Scale Package Subscription	Recurring	9/5/2027	9/4/2028	1	$1,000.00	User Count Based	$1,000.00
						Year 3 TOTAL:	$1,000.00

Total: |	$2,677.63

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Orange, City of (CA)

Signature: _____

Printed Name: Daniel R. Slater

Title: Mayor

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney √

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

    a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

    b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

    c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

    d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

    e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Agenda Item

Orange City Council

Item #: 3.9. 12/9/2025 **File #:** 25-0657

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community & Library Services Director**

1. SUBJECT

Appropriation of $45,000 in designated donation funding received from the Friends of Orange Public Library.

2. SUMMARY

Donation funds from the Friends of Orange Public Library will be used to enhance and expand the Library's resources.

3. RECOMMENDED ACTION

1. Accept into the City's General Fund (100) revenue budget $45,000 in donation funds from the Friends of Orange Public Library to:

   100-2101-48101-262105-48 Donations

2. Authorize the appropriation of $45,000 to General Fund (100) as follows:

100-2101-53101-262105-20	Operating Materials & Supplies	$5,000
100-2102-80101-262105-20	Furniture, Machinery & Equipment	$40,000

4. FISCAL IMPACT

There is no direct fiscal impact to the City. The additional revenue received from the Friends of Orange Public Library will fund the expense for these services.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The Friends of Orange Public Library (Friends) are donating $45,000 toward the purchase of books and technology, which include computers and laptops for the public at the Orange Public Library & History Center as well as the El Modena and Taft Branch Libraries. The Orange Public Library will publicize the Friends' contribution in a variety of ways, including bookplates and signage where appropriate, and give credit for support on the Library's website and social media.

7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 3.9. 12/9/2025 **File #:** 25-0657

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community & Library Services Director**

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Goal 5: Improve Infrastructure, Mobility, and Technology

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7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 3.10. 12/9/2025 **File #:** 25-0658

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Appropriation of $23,450 in designated donation funding received from the Orange Public Library Foundation.

2. SUMMARY

Donation funds from the Orange Public Library Foundation will be used to enhance and expand the Library's resources.

3. RECOMMENDED ACTION

1. Accept into the City's General Fund (100) revenue budget $23,450 in donation funds from the Orange Public Library Foundation to:

   100-2101-48101-262102-48 Donations

2. Authorize the appropriation of $23,450 to General Fund (100):

   100-2102-80101-262102-20 Furniture, Machinery & Equipment

4. FISCAL IMPACT

There is no direct fiscal impact to the City. The additional revenue received from the Orange Public Library Foundation will fund the expense for these services.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The Orange Public Library Foundation (Foundation) is donating $23,450 toward the purchase of computers and laptops for the public at the Orange Public Library & History Center as well as the El Modena and Taft Branch Libraries. A portion of these funds was donated during the "Raise Your Paddle" portion of the Foundation's 2025 Mystery Author Panel & Luncheon fundraiser to support the Library's technology needs. The Orange Public Library will publicize the Foundation's contribution in a variety of ways, including signage as well as giving credit for the support on the Library's website and social media. The Foundation will make a check presentation to the Library at the January 27, 2026, City Council meeting.

7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 3.10. 12/9/2025 **File #:** 25-0658

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

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Goal 5: Improve Infrastructure, Mobility, and Technology

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7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 3.11. 12/9/2025 **File #:** 25-0632

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Award of Contract to Doane and Hartwig Water Systems, Inc. for purchase and installation of mixers at Reservoirs 2 and 10A.

2. SUMMARY

Bids for purchase and installation of mixers at Reservoirs 2 and 10A were solicited. Four bidders responded, and Doane and Hartwig Water Systems, Inc. of Oceanside was the apparent low bidder in the amount of $55,429.

3. RECOMMENDED ACTION

Approve the contract with Doane and Hartwig Water Systems, Inc. in the amount of $60,972 representing an original bid amount of $55,429, plus a 10% contingency of $5,543 for purchase and installation of mixers at Reservoirs 2 and 10A; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this contract is $60,972 and will be funded through Water (600):
600-5802-56101- Repair/Maint Services - Equip

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Over the last few years, the Public Works Department Water Division has successfully utilized mixers to enhance constant mixing and eliminate stratification of the water in the reservoirs. This prevents negative water quality issues in the system, especially during the hot summer months. Existing mixers at Reservoirs 2 and 10A, installed in 2012 have reached the end of their service life and need to be replaced with new equipment.

Through an informal bid process, the Public Works Water Division met with contractors and requested bids for these replacements. Four bids were received as follows:

1. Doane and Hartwig Water Systems, Inc., Oceanside, CA $55,429
2. K.B Construction, La Verne, CA $60,718

3. Naz Electric and Controls, Inc., Whittier, CA $65,000

4. Newman Regency Group, Oklahoma City, OK $70,950

The Public Works Water Division has worked with Doane and Hartwig Water Systems, Inc. in the past and has found them to be responsive to our requests for technical and customer service. Their mixers are also being used widely by other local water agencies with excellent results. Therefore, staff recommends that Doane and Hartwig Water Systems, Inc. be awarded the contract in the amount of $60,972 representing an original bid amount of $55,429, plus a 10% contingency of $5,543.

7. ATTACHMENTS

- Contract with Doane and Hartwig Water Systems, Inc.

Agenda Item

Orange City Council

Item #: 3.11. 12/9/2025 **File #:** 25-0632

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

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2. SUMMARY

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3. RECOMMENDED ACTION

Approve the contract with Doane and Hartwig Water Systems, Inc. in the amount of $60,972 representing an original bid amount of $55,429, plus a 10% contingency of $5,543 for purchase and installation of mixers at Reservoirs 2 and 10A; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

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5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

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7. ATTACHMENTS

- Contract with Doane and Hartwig Water Systems, Inc.

CONTRACT
[Purchase and Installation of Mixers for Reservoirs 2 and 10A]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2025_("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and DOANE and HARTWIG WATER SYSTEMS, INC., a California corporation ("Contractor"), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the "Work") described in:

(1) The latest edition of the "City of Orange Standard Plans and Specifications" (the "Orange Book") with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(2) The "Standard Specifications for Public Works Construction" (the "Greenbook"), and all amendments thereto, except the definition of "Subcontractor" in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: "Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;"

(3) Contractor's Bid Proposal, which is on file with City's Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth

in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Public Works Director, City's Senior Civil Engineer, Tuan Cao ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

ARTICLE 2
Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within Thirty (30) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3
Compensation

a. Contractor agrees to receive and accept an amount not to exceed FIFTY-FIVE THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS and 32/100 ($55,428.32) as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them.

Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of FIVE THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS and 83/100 ($5,542.83) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed SIXTY THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS and 15/100 ($60,971.15).

ARTICLE 4
Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5
Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6
Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7
Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor

shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8
Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against

any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. "Increased costs" as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9
Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10
Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12
Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

(1)	General Liability	$2,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2)	Automobile Liability	$1,000,000	per accident for bodily injury and property damage.
(3)	Workers' Compensation		as required by the State of California.
(4)	Employer's Liability	$1,000,000	per accident for bodily injury or disease.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13
Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14
Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15
Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16
Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17
Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code**.]**

ARTICLE 18
Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Doane and Hartwig Water Systems, Inc. 603 Seagaze Drive #241 Oceanside, CA 92054	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn: Dan Hartwig	Attn: Tuan Cao
Telephone: (760) 516-8603 E-Mail: adam@dandhwatersystems.com	Telephone: (714) 288-2475 E-Mail: tcao@cityoforange.org

ARTICLE 19

Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20
Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE APPROVED BY:

_____
Nathalie Adourian, City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

DOANE AND HARTWIG WATER SYSTEMS, INC., a California corporation

By:_____
Printed Name: DAVID HARTWIG
Title: PRESIDENT

[Note: Signature of Chairman of the Board, President or Vice President is required]

By:_____
Printed Name: BRIAN DOANE
Title: SECRETARY

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

√

If a LIMITED LIABILITY COMPANY, insert full name of company:

_____

[Note: Signature of Managing Member or Person(s) Authorized to bind LLC is (are) required]

By:_____
Printed Name:_____
Title:_____

By:_____
Printed Name:_____
Title:_____

If a SOLE PROPRIETORSHIP, insert full name of owner and any fictitious business name:

_____,
doing business as _____

By:_____
Printed Name:_____
Title:_____

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE
SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars ($400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar 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 provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars ($10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does 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).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars ($25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "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) 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.

(B) 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.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(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 their 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.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) 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; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Agenda Item

Orange City Council

Item #: 3.12. 12/9/2025 **File #:** 25-0659

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Award of Contract to Farwest Corrosion Control Company for Reservoir 5 Exterior Cathodic Protection System Installation Project; Bid No. 25-26.06.

2. SUMMARY

Two bids for Reservoir 5 Exterior Cathodic Protection System Installation Project (Project No. W-704) were received and opened on November 13, 2025. The apparent low bidder is Farwest Corrosion Control Company in the amount of $183,174.44.

3. RECOMMENDED ACTION

Approve the contract with Farwest Corrosion Control Company in the amount of $201,491.88, representing an original bid amount of $183,174.44, plus a 10% contingency of $18,317.44, for Reservoir 5 Exterior Cathodic Protection System Installation Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this contract is $201,491.88 and will be funded through Water (600):

600-5803-85106-255084 Exterior Cathodic Protection Systems

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Constructed in 1968, Reservoir 5 is a five-million-gallon welded steel water storage tank located at 694 N. Cannon Street in the southeastern portion of Orange. This partially buried tank requires complete internal and external Cathodic Protection (CP) systems to prevent corrosion to the metal shell and structural elements. Recent annual monitoring surveys completed by the City's authorized contractor have identified that the reservoir's existing external CP system has reached its service life and is not able to provide sufficient protection as originally designed.

The City retained Corrpro Companies, Inc. to prepare plans and specifications for a new external CP system to replace the existing system. The project scope of work includes installation of a new exterior CP system rectifier, drilling and installation of six new anode beds comprised of silicone cast

iron anodes with accompanying anode junction boxes and three test stations around the reservoir perimeter. The project will also include pavement trenching and restoration for new electrical conduits, wires, and reconnection to the existing power panel and meter.

The City Council previously approved advertisement of bids for the Reservoir 5 Exterior Cathodic Protection System Installation Project on October 14, 2025. The project was advertised on October 16, 2025, and October 30, 2025 for a period of four weeks and bids were received and opened on November 13, 2025, with two bidders responding as follows:

CONTRACTOR	AMOUNT
1. Farwest Corrosion Control Company, Downey, CA	$ 183,174.44
2. Exaro Technologies Corporation, Burlingame, CA	$ 357,918.00

Farwest Corrosion Control Company is the apparent responsive low bidder. Staff conducted reference checks and received positive feedback on Farwest Corrosion Control Company performance. Staff recommends that Farwest Corrosion Control Company be awarded the contract for the Reservoir 5 External Cathodic Protection System Project in the amount of $201,491.88, representing an original bid amount of $183,174.44, plus a 10% contingency of $18,317.44. Construction is scheduled to begin in February 2026 and is expected to be completed within 120 calendar days.

7. ATTACHMENTS

- Contract with Farwest Corrosion Control Company

Agenda Item

Orange City Council

Item #: 3.12. 12/9/2025 **File #:** 25-0659

TO: **Honorable Mayor and Members of the City Council**

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FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Award of Contract to Farwest Corrosion Control Company for Reservoir 5 Exterior Cathodic Protection System Installation Project; Bid No. 25-26.06.

2. SUMMARY

Two bids for Reservoir 5 Exterior Cathodic Protection System Installation Project (Project No. W-704) were received and opened on November 13, 2025. The apparent low bidder is Farwest Corrosion Control Company in the amount of $183,174.44.

3. RECOMMENDED ACTION

Approve the contract with Farwest Corrosion Control Company in the amount of $201,491.88, representing an original bid amount of $183,174.44, plus a 10% contingency of $18,317.44, for Reservoir 5 Exterior Cathodic Protection System Installation Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this contract is $201,491.88 and will be funded through Water (600):

600-5803-85106-255084 Exterior Cathodic Protection Systems

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Constructed in 1968, Reservoir 5 is a five-million-gallon welded steel water storage tank located at 694 N. Cannon Street in the southeastern portion of Orange. This partially buried tank requires complete internal and external Cathodic Protection (CP) systems to prevent corrosion to the metal shell and structural elements. Recent annual monitoring surveys completed by the City's authorized contractor have identified that the reservoir's existing external CP system has reached its service life and is not able to provide sufficient protection as originally designed.

The City retained Corrpro Companies, Inc. to prepare plans and specifications for a new external CP system to replace the existing system. The project scope of work includes installation of a new exterior CP system rectifier, drilling and installation of six new anode beds comprised of silicone cast

iron anodes with accompanying anode junction boxes and three test stations around the reservoir perimeter. The project will also include pavement trenching and restoration for new electrical conduits, wires, and reconnection to the existing power panel and meter.

The City Council previously approved advertisement of bids for the Reservoir 5 Exterior Cathodic Protection System Installation Project on October 14, 2025. The project was advertised on October 16, 2025, and October 30, 2025 for a period of four weeks and bids were received and opened on November 13, 2025, with two bidders responding as follows:

CONTRACTOR	AMOUNT
1. Farwest Corrosion Control Company, Downey, CA	$ 183,174.44
2. Exaro Technologies Corporation, Burlingame, CA	$ 357,918.00

Farwest Corrosion Control Company is the apparent responsive low bidder. Staff conducted reference checks and received positive feedback on Farwest Corrosion Control Company performance. Staff recommends that Farwest Corrosion Control Company be awarded the contract for the Reservoir 5 External Cathodic Protection System Project in the amount of $201,491.88, representing an original bid amount of $183,174.44, plus a 10% contingency of $18,317.44. Construction is scheduled to begin in February 2026 and is expected to be completed within 120 calendar days.

7. ATTACHMENTS

- Contract with Farwest Corrosion Control Company

CONTRACT
[Reservoir 5 Exterior Cathodic Protection System Project (Bid No. 25-26.06)]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2025 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and FARWEST CORROSION CONTROL COMPANY, a Texas corporation ("Contractor"), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the "Work") described in:

(1) The Construction Plans for Reservoir 5 Exterior Cathodic Protection System Project (Bid No. 25-26.06; Drawing W-704 prepared by Corrpro and approved by the "Engineer" (as defined herein below), and consisting of sheets numbered 1 through 6, inclusive (the "Plans");

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the "Orange Book") with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(3) The "Standard Specifications for Public Works Construction" (the "Greenbook"), and all amendments thereto, except the definition of "Subcontractor" in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: "Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;"

(4) The "City of Orange Standard Special Provisions;"

(5) The Standard Plans; and

(6) Contractor's Bid Proposal, which is on file with City's Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges

that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Public Works Director, City's Water Manager, Sonny Tran ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

g. Contractor agrees that it has an obligation to reset all permanent survey markers as stated in the Orange Book, Part 4, Section 400-2, "Permanent Survey Markers," and obtain the approval for pre- and post-construction centerline tie sheets and Corner Records from the County of Orange and deliver said approved documents to City as soon as they are received. This obligation extends to any of its subcontractors that have performed work in this regard. This subsection survives completion of the Work, the Notice of Completion, and final payment and shall be an enforceable obligation until fulfilled.

ARTICLE 2
Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within One Hundred Twenty (120) calendar days from such date, unless legal extension

is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3
Compensation

a. Contractor agrees to receive and accept an amount not to exceed ONE HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED SEVENTY-FOUR DOLLARS and 44/100 ($183,174.44) unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of EIGHTEEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS and 44/100 ($18,317.44) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed TWO HUNDRED ONE THOUSAND FOUR HUNDRED NINTY-ONE DOLLARS and 88/100 ($201,491.88).

ARTICLE 4
Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this

Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5
Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6
Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from

cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7
Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8
Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. "Increased costs" as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9
Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10
Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11
Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12
Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection

with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

(1)	General Liability	$2,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2)	Automobile Liability	$1,000,000	per accident for bodily injury and property damage.
(3)	Workers' Compensation		as required by the State of California.
(4)	Employer's Liability	$1,000,000	per accident for bodily injury or disease.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu

of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13
Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor.

Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14
Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15
Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16
Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17
Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code**.**

ARTICLE 18
Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party

in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Farwest Corrosion Control Company 12029 Regentview Avenue Downey, CA 90241	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn: Kenji Gailey, President	Attn: Sonny Tran, Water Manager
Telephone: (310) 532-9524 E-Mail: KGailey@farwestcorrosion.com	Telephone: (714) 288-2497 E-Mail: STran@cityoforange.org

ARTICLE 19
Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20
Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE APPROVED BY:

ATTEST:

_____
Nathalie Adourian, City Attorney

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

FARWEST CORROSION CONTROL COMPANY, a Texas corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By: _____
Printed Name: Kenji Bailey
Title: President

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By: _____
Printed Name: Brent Shemet
Title: Secretary/Treasurer

√

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE
SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars ($400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar 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 provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars ($10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does 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).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars ($25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "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) 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.

(B) 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.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(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 their 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.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) 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; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Agenda Item

Orange City Council

Item #: 3.13. 12/9/2025 **File #:** 25-0549

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Notice of Completion and Acceptance for Grijalva Area Lighting Replacement Project; Bid No. 24-25.06.

2. SUMMARY

The City entered into a contract with Bear Electrical Solutions, LLC (Agreement No. 7770), to complete the removal and appropriate disposal of all existing light poles and luminaries, modify existing in-ground foundations, install new poles and luminaries per approved plans and specifications, and compact and re-establish existing grade at Grijalva Park. The work has been completed to the satisfaction of the Community and Library Services Department.

3. RECOMMENDED ACTION

1. Accept the Grijalva Area Lighting Replacement project (Project 20477) as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's.

4. ATTACHMENTS

- Notice of Completion and Acceptance

Agenda Item

Orange City Council

Item #: 3.13. 12/9/2025 **File #:** 25-0549

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

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3. RECOMMENDED ACTION

1. Accept the Grijalva Area Lighting Replacement project (Project 20477) as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's.

4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[*Space above this line for Recorder's use only.]*

THIS DOCUMENT IS RECORDED AT THE REQUEST AND FOR THE BENEFIT OF THE CITY OF ORANGE AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Grijalva Area Lighting Replacement (AGR-7770)" (herein referred to as the 'Project'), for the owner, the City of Orange, a municipal corporation (herein referred to as the 'City'), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on December 9, 2025 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project was performed at Grijalva Park, 368 N. Prospect St., in the City of Orange. The Contractor who performed (or caused to be performed) said public work and improvements was Bear Electrical Solutions, LLC, with its principal office at 1252 State Street, Alviso, CA 95002.

The name of the surety on the payment bond for the Project is 'Harco National Insurance Company' performance bond. Bond No. 0676497 in the amount of $630,000.00.

DATED as of the 9th day of December 2025.

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Daniel R. Slater, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 9th day of December 2025.

_____
Daniel R. Slater, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Daniel R. Slater is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 3.14. 12/9/2025 **File #:** 25-0649

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Sections 2.10.090 and 2.10.240 of the Orange Municipal Code to prohibit transfers of contributions from candidate-controlled committees to City Candidate-Committees, and to clarify procedures for amending campaign contribution limitations. Ordinance No. 19-25.

2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on November 12, 2025.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Barrios, Dumitru, Gutierrez, Slater
	NOES:	Bilodeau, Tavoularis
	ABSENT:	Gyllenhammer

3. RECOMMENDED ACTION

Adopt Ordinance No. 19-25.

4. ATTACHMENTS

- Ordinance No. 19-25

Agenda Item

Orange City Council

Item #: 3.14. 12/9/2025 **File #:** 25-0649

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Sections 2.10.090 and 2.10.240 of the Orange Municipal Code to prohibit transfers of contributions from candidate-controlled committees to City Candidate-Committees, to prohibit Candidate-Controlled or Elected Officer-Controlled Committees from making contributions to any committee supporting or opposing a City Candidate for office, and to clarify procedures for amending campaign contribution limitations. Ordinance No. 19-25.

2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on November 12, 2025.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Barrios, Dumitru, Gutierrez, Slater
	NOES:	Bilodeau, Tavoularis
	ABSENT:	Gyllenhammer

3. RECOMMENDED ACTION

Adopt Ordinance No. 19-25.

4. ATTACHMENTS

- Ordinance No. 19-25

ORDINANCE NO. 19-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING SECTIONS 2.10.090 AND 2.10.240 OF THE ORANGE MUNICIPAL CODE TO PROHIBIT TRANSFERS OF CONTRIBUTIONS FROM CANDIDATE-CONTROLLED COMMITTEES TO CITY CANDIDATE COMMITTEES, AND TO CLARIFY PROCEDURES FOR AMENDING CAMPAIGN CONTRIBUTION LIMITATIONS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

Section 2.10.090 of the Orange Municipal Code, "Administration and Personnel – Campaign Reform -- Contributions from Committees," is hereby amended to read as follows:

2.10.090 – Contributions from Committees.

A. Inter-Candidate Transfers. No contributions shall be accepted by any City Candidate or Elective City Officer, or their controlled committees, from any other committee controlled by a federal, state, or local candidate or office holder.

B. Intra-Candidate Transfers. If a City Candidate has more than one controlled committee, any transfers into that Candidate's City Candidate Committee shall be governed by the following rules:

1. Transferred contributions shall be deemed contributed during the election cycle in which they are transferred to the receiving City Candidate Committee.

2. Transferred contributions shall be attributed to each contributor on a last in-first out (LIFO) basis and shall be aggregated with any contributions made by such contributor directly to the City Candidate Committee in the same election cycle and shall be subject to the contribution limits of this chapter. Transferred contributions shall be itemized on Schedule A of Form 460 or any successor form, and shall identify the transferor committee for those contributions being transferred.

3. A one-time transfer shall be made at the time the City Candidate forms his/her controlled committee. Subsequent contributions received by the transferor committee on or after the date the City Candidate formed a committee to run for City office may not be transferred to the transferee committee established for that City office.

C. No person or committee shall accept or make any contribution that is conditioned upon all or part of the contribution being transferred to a City Candidate Committee or otherwise violates Government Code Section 84301. Any contributions received in violation of this subsection shall be paid by the City Candidate to the City's general fund within 60 days of discovery of the violation.

SECTION II:

Section 2.10.240 of the Orange Municipal Code, "Administration and Personnel – Campaign Reform – Amendments and Additional Requirements," is hereby amended to read as follows:

2.10.240 – Amendments and Additional Requirements.

The City Council may review the contribution limitations contained in this chapter at any time and determine whether such limitations shall be increased, decreased, or remain the same. In the event the City Council determines that such limitations should be amended, it shall do so by holding a public hearing and adopting an ordinance reflecting such amendments. No adjustments may take effect ninety (90) days prior to election or ninety (90) days after an election.

SECTION III:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION IV:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this _____ day of _____, 2025.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 12th day of November, 2025, and thereafter at the regular meeting of said City Council duly held on the ___ day of _____, 2025 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 3.15. 12/9/2025 **File #:** 25-0648

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT
Submittal of annual financial reports for development impact fees for Fiscal Year 2024-2025.

2. SUMMARY
In accordance with Section 66006 of California Government Code, the City is required to annually report on the status of development impact fees, including the collection of revenue and expenditures of these funds. This report summarizes the required financial information for Fiscal Year 2024-2025. All reported funds are in compliance and no refunds are required.

3. RECOMMENDED ACTION
Receive and file the annual financial reports relating to Transportation System Improvement Program Fees, Park Infill Fees, Fire Protection Facility Fees, Police Facility Development Fees, and Library Facilities Development Fees.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND
The California Government Code Sections 66000 through 66006 contain certain procedural requirements that apply to the collection of development impact fees and the expenditure of these revenues. Section 66006 of the California Government Code specifies accountability and annual reporting requirements pertaining to development impact fees. SB 1693 modified this government code section as of January 1, 1997. The report must include a description of the fee type in the account, the amount of the fee, beginning and ending balances, fee and interest income, expenditures by improvement, a description of interfund loans or transfers, including purpose, interest rate and term, and any refunds. The report must also determine whether funds are available to construct improvements while also identifying construction dates for projects with adequate funding.

This report presents a review only of the development impact fee activity, by account, for the fiscal year. It does not include any recommendations for any fee changes. However, any fee changes that

have occurred during the year have been incorporated into this report.

This report analyzes unexpended revenues (i.e., fund balances) to determine if more than the prior five years of collections have been exceeded. If the analysis shows that the balance on hand exceeds five years of collections less costs of projects identified in the 5-year Capital Improvement Program (CIP) Budget, then per the California Government Code Section 66001 (d), the City is required to refund the “excess”.

The report must be made available within 180 days after the end of the current fiscal year and it must be reviewed at the next regularly scheduled public meeting, but not less than 15 days after the information becomes available.

All reported funds, which include fees for Transportation System Improvement Program, Park Infill, Fire Protection Facilities, Police Facilities Development, and Library Facilities Development, are in compliance and no refunds are required.

7. ATTACHMENTS

- Attachment A - Annual Report for Transportation System Improvement Program Fees
- Attachment B - Annual Report for Park Infill Fees
- Attachment C - Annual Report for Fire Protection Facility Fees
- Attachment D - Annual Report for Police Facility Development Fees
- Attachment E - Annual Report for Library Facilities Development Fees

Agenda Item

Orange City Council

Item #: 3.15. 12/9/2025 **File #:** 25-0648

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3. RECOMMENDED ACTION
Receive and file the annual financial reports relating to Transportation System Improvement Program Fees, Park Infill Fees, Fire Protection Facility Fees, Police Facility Development Fees, and Library Facilities Development Fees.

4. FISCAL IMPACT
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5. STRATEGIC PLAN GOALS
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND
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All reported funds, which include fees for Transportation System Improvement Program, Park Infill, Fire Protection Facilities, Police Facilities Development, and Library Facilities Development, are in compliance and no refunds are required.

7. ATTACHMENTS

- Attachment A - Annual Report for Transportation System Improvement Program Fees
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- Attachment C - Annual Report for Fire Protection Facility Fees
- Attachment D - Annual Report for Police Facility Development Fees
- Attachment E - Annual Report for Library Facilities Development Fees

City of Orange
Annual Report for Transportation System Improvement Program (TSIP) Fees
For The Year Ended June 30, 2025

I. Findings:

The fee provides for the construction of the traffic circulation system improvements identified by the City Council and made necessary by increased transportation demands in the City. In September 2020, the City consolidated three existing program areas to establish a single citywide fee. The relationship between the fee and the purpose for which it is charged is described in the 2020 TSIP fee study, with amendments, which is incorporated by reference herein. The City's 5-Year Capital Improvement Plan adopted in June 2023 identifies all sources of funding anticipated to complete financing of incomplete improvements and designates approximate dates on which the funding is expected to be deposited into the fund. Per the California Government Code Section 66001 (d), the City is required to refund the unexpended revenues that are more than the revenues collected in the prior five years less the projected expenditures of future projects. All the TSIP funds are in compliance and no refunds need to be made. All documents and amendments incorporated by reference herein are on file with the City Clerk's Office. The purpose and authorization to impose the fees are described in Orange Municipal Code Section 15.41.010.

II. TSIP Fee Schedule:

	Fund 287 **City-Wide TSIP**
Fees:	
Residential - Single-Family (per unit)	$1,498.78
Residential - Apartments/Multi-Family (per unit)	$1,000.45
Hotel/ Motel (per room/ per unit)	$1,511.79
General Office (per sq. ft)	$1.77
Medical Office (per sq. ft.)	$6.30
Industrial (per sq. ft.)	$0.91
Retail / Commercial (per sq. ft.)	$4.49
Atypical Uses (per trip end-daily)	$181.05

III. Summary of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

	FY 2024-25 Fund 287 City-Wide TSIP	
	Budget	**Actual**
Revenues and Transfers In		
Interest on Investments	-	152,120
TSIP Fees	-	143,319
Sale of Real & Personal Property	-	-
Total Revenues	**-**	**295,439**
Expenditures and Transfers Out		
13115 Pavement Management Program Survey (ongoing)	90,880	7,468
13120 Pavement Management Program (ongoing)	201,214	122,507
20353 Chapman & Grand Left Turn Signal Modification	525,000	-
20354 Chapman & Cambridge Left Turn Signal Modification	491,294	-
20379 Batavia/Taft Signal Network Extension	170,000	-
20380 Glassell St Signal Network Extension	230,000	-
20382 Katella Signal Network Extension	1,333,958	-
20425 Tustin St Signal Synchronization	79,061	6,136
30115 Glassell & Palmyra Signal Installation	250,000	-
30174 Cannon Street Widening	317,776	31,105
30247 - Citywide Active Transportation Plan	308,000	-
Total Expenditures	**3,997,183**	**167,215**
Net Increase(Decrease)		128,224
Beginning Fund Balance		3,998,194
Ending Fund Balance		**4,126,418**

Projected future projects:

	Estimated Expenditures
13115 Pavement Management Program Survey	260,000
30241 Ball Rd/Taft Ave RTSSP	120,000
20353 Chapman & Grand Left Turn Signal Modification	75,000
20354 Chapman & Cambridge Left Turn Signal Modification	75,000
20378 Katella & Batavia Signal Network Extension	150,000
20379 Batavia & Taft Signal Network Extension	170,000
20380 Glassell St Signal Network Extension	100,000
20382 Katella Ave Signal Network Extension	1,300,000
20425 Tustin St Signal Synchronization	52,000
20525 Santiago Canyon Road Signal Network Extension	250,000
30247 Citywide Active Transportation Plan	42,000
Total Estimated Expenditures	**2,594,000**

City of Orange
Annual Report for Park Infill Fees
For The Year Ended June 30, 2025

I. Findings:

The fee provides for residential development projects to finance the cost of park facilities and improvements required by new residential development. The relationship between the fee and the purpose for which it is charged is described in the April 2000 City of Orange Quimby Ordinance Background Report, with amendments, which is incorporated herein by reference. The City's 5-year Capital Improvement Plan adopted in June 2023 identifies all sources and amounts of funding anticipated to complete financing of incomplete improvements and designates approximate dates on which the funding is expected to be deposited into the fund. Per the California Government Code Section 66001 (d), the City is required to refund the unexpended revenues that are more than the revenues collected in the prior five years less the projected expenditures of future projects. Fund 510 Park Acquisition - Infill is in compliance and no refunds need to be made. All documents and amendments incorporated herein by reference are on file with the City Clerk's Office. The purpose of this fee is described in Orange Municipal Code Section 3.40.010.

II. Park Infill Fee Schedule:

	Fund 510 **Park Acquisition Infill**
Fees:	
Residential	$16,616

III. Summary of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

	FY 2024-25 Fund 510 Park Aquisition Infill Budget	FY 2024-25 Fund 510 Park Aquisition Infill Actual
Revenues and Transfers In		
Interest on Investments	-	323,054
Park Acquisition Fees	-	137,597
Admin Fee	-	73,652
Total Revenues	**-**	**534,303**
Expenditures and Transfers Out		
20315 Hart Park Pickleball & Fitness Circuit	673,083	5,918
20321 Girjlava Park master Plan Update	100,000	-
20437 Park Signage Installation	278,277	3,019
20477 Park Area Lighting Replacement	430,314	1,000
20506 Ball Field Netting Renovation	200,000	-
20513 New Park in West Orange	170,905	52,010
20520 Cerro Villa Open Space Improvements	34,143	4,976
20521 Yorba Dog Park Improvements	239,820	5,825
20544 Serrano Lodge Pole Fencing	39,000	-
20551 Grijalva Court Resurfacing	27,600	23,259
30133 Hart Park Ball Field Netting	168,647	10,468
Total Expenditures	**2,361,789**	**106,474**
Net Increase(Decrease)		427,829
Beginning Fund Balance		8,860,560
Ending Fund Balance		**9,288,389**

Projected future projects:

	Estimated Expenditures
20476 El Modena Basin Area Improvements Design	2,730,000
20521 Yorba Dog Park Improvements	114,000
20552 Park Restroom Interior Renovations	490,000
20553 Sports Court Resurfacing	300,000
20554 Parks Master Plan	270,000
20555 Hart Park Bandshell Roof Renovation	36,000
20557 Rampart Riverwalk (Park)	1,250,000
30048 El Modena Park Area Renovation	424,125
30053 Parking Lot Pavement Rehabilitation	45,000
Total Estimated Expenditures	**5,659,125**

City of Orange
Annual Report For Fire Protection Facilities Fees
For The Year Ended June 30, 2025

I. Findings:

The fee provides for fire facility construction and improvements to existing fire facilities. The relationship between the fee and the purpose for which it is charged is described in the 1988 Fire Protection Facilities Fee Study, with amendments, which are incorporated herein by reference. The City's 5-Year Capital Improvement Plan adopted in June 2023 identifies all sources and amounts of funding anticipated to complete financing of incomplete improvements and designates approximate dates on which the funding is expected to be deposited into the fund. Per the California Government Code Section 66001 (d), the City is required to refund the unexpended revenues that are more than the revenues collected in the prior five years less the projected expenditures of future projects. Fund 560 Fire Facilities Fees are in compliance, and no refunds need to be made. All documents and amendments incorporated herein by reference are on file with the City Clerk's Office. The purpose of this fee is described in Orange Municipal Code Section 15.38.010.

II. Fire Protection Facilities Fee Schedule:

	FIRE
Fees:	
Residential (Single Family/Multi-Family)	$1,467
Dormitory	$1,171/unit
Commercial/Industrial	$1.07/sq. ft.
Hospital	$1.65/sq. ft.

III. Summary of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

	FY 2024-25 Fund 560 Fire Budget	FY 2024-25 Fund 560 Fire Actual
Revenues and Transfers In		
Interest on Investments	12,200	32,654
Fire Facilities & Equipment Fees	-	17,116
Admin Fee	5,200	3,037
Total Revenues	**17,400**	**52,807**
Expenditures and Transfers Out		
12406 Signal Pre-emption Installation	55,000	47,434
12955 Mobile Data Computers	150,000	61,110
20124 Turnout Equipping and Replacement	105,000	99,277
20334 Fire Station Repairs	50,000	1,541
20384 Vehicle Extrication Equipment	85,000	-
20393 Defibrilator, AED, & Battery Replacement	250,000	-
30032 Welness Exercise Equipment Replacement	45,000	17,650
Total Expenditures	**535,000**	**227,013**
Net Increase(Decrease)		(174,206)
Beginning Fund Balance		943,442
Ending Fund Balance		**769,237**

Projected future projects:

	Estimated Expenditures
12406 Signal Pre-Emption Installation (ongoing)	350,000
20334 Fire Station Maintenance (ongoing)	220,000
Total Estimated Expenditures	**570,000**

City of Orange
Annual Report for Police Facility Development Fees
For The Year Ended June 30, 2025

I. Findings:

The fee provides for the acquisition and development of the new police headquarters and improvements to existing Civic Center Facilities. The relationship between the fee and the purpose for which it is charged is described in the August 1989 Police Facility Fee Study, with amendments, which is incorporated herein by reference. The City's 5-Year Capital Improvement Plan adopted in June 2023 identifies all sources and amounts of funding anticipated to complete financing of incomplete improvements and designates approximate dates on which the funding is expected to be deposited into the fund. Per the California Government Code Section 66001 (d), the City is required to refund the unexpended revenues that are more than the revenues collected in the prior five years less the projected expenditures of future projects. Fund 570 Police Facility Fees is in compliance and no refunds need to be made. All documents and amendments incorporated herein by reference are on file with at the City Clerk's Office. The purpose of this fee is described in Orange Municipal Code Section 3.13.060.

II. Police Facility Protection Fee Schedule:

	Fund 570 **POLICE**
Fees:	
Residential (Single Family/Multi-Family)	$727.04/unit
Non-Residential	$0.29/sq. ft.

III. Summary of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

	FY 2024-25 Fund 570 Police Budget	FY 2024-25 Fund 570 Police Actual
Revenues and Transfers In		
Interest on Investments	11,100	31,833
Police Facility Fees	-	34,185
Admin Fee	-	835
Total Revenues	11,100	66,853
Expenditures and Transfers Out		
Repairs to Buildlings and Fixed Equipment	20,000	-
19809 City Facility Improvements	25,000	-
20483 Police Facility Improvements	256,020	-
Total Expenditures	301,020	-
Net Increase(Decrease)		66,853
Beginning Fund Balance		847,944
Ending Fund Balance		**914,797**

Projected future projects:

	Estimated Expenditures
12982 Corporate Yard Renovations	50,000
Total Estimated Expenditures	**50,000**

City of Orange
Annual Report for Library Facilities Development Fees
For The Year Ended June 30, 2025

I. Findings:

The fee provides for new library facilities and other capital acquisition costs required, incrementally, by new residential development within the City of Orange. The relationship between the fee and the purpose for which it is charged is described in the "City of Orange Library impact Fee Study", dated April 2, 2003, prepared by Maximus, Inc. the City's 5-year Capital Improvement Plan adopted in June 2025 identifies sources and amounts of funding anticipated to complete financing of incomplete improvements and designates approximate dates on which the funding is expected to be deposited into the fund. Per the California Government Code Section 66001 (d), the City is required to refund the unexpended revenues that are more than the revenues collected in the prior five years less the projected expenditures of future projects. Fund 573 Library Facilities Fees is in compliance and no refunds need to be made. All documents and amendments incorporated herein by reference are on file with the City Clerk's Office. The purpose of this fee is described in Orange Municipal Code 3.50.010.

II. Library Facilities Fee Schedule:

	Fund 573 Library Facility Fees
Fees:	
Residential	$1,370.44/unit
Commercial	$0.080/sq. ft.

III. Summary of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

	FY 204-25 Fund 573 Library Budget	FY 204-25 Fund 573 Library Actual
Revenues and Transfers In		
Interest on Investments	11,400	25,508
Library Impact Fees	-	57,020
Admin Fee	-	1,332
Grant Matching Funds	-	133,651
Total Revenues	11,400	217,511
Expenditures and Transfers Out		
20461 Main Library Improvements	725	876
30056 HVAC Replacement - Library	419,331	119,454
Total Expenditures	420,056	120,330
Net Increase(Decrease)		97,181
Beginning Fund Balance		757,514
Ending Fund Balance		**854,695**

Projected future projects:

	Estimated Expenditures
20461 Main Library Facility Improvements	147,906
20462 Taft Library Facility Improvements	26,345
20463 El Modena Library Facility Improvements	47,875
Total Estimated Expenditures	**222,126**

Agenda Item

Orange City Council

Item #: 3.16. 12/9/2025 **File #:** 25-0643

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Authorization to submit a transportation improvement project application to the Orange County Transportation Authority for funding under Measure M2 of the Comprehensive Transportation Funding Program. Resolution No. 11645.

2. SUMMARY

Resolution No. 11645 authorizes the City of Orange to apply for $6,105,092 in grant funding under the Orange County Transportation Authority's Measure M2 Comprehensive Transportation Funding Program. The total project cost is $8,140,123, inclusive of the required 25% match.

3. RECOMMENDED ACTION

Adopt Resolution No. 11645. A Resolution of the City Council of the City of Orange approving the submittal of transportation improvement projects to the Orange County Transportation Authority for funding under the renewed Measure M2 of Comprehensive Transportation Funding Program.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Renewed Measure M (M2), approved by voters in 2006, is a 30-year multi-billion dollar program extension of the original Measure M (approved in 1990), with a new slate of planned projects and programs. These projects and programs include improvements to the County freeway system, streets and road network, expansion of the Metrolink system, transit services for the senior and disabled community, as well as funding for the cleanup of roadway storm water runoff.

The Orange County Transportation Authority has issued a call for projects for the three Regional Capacity Programs: Arterial Capacity Enhancement (ACE), Intersection Capacity Enhancement (ICE), and Freeway Arterial/Street Transitions (FAST).

The Public Works Department has identified the Cannon Street widening (from Santiago Canyon Road to Serrano Avenue) as a project that meets the minimum criteria for Arterial Capacity Enhancement category of funding. On June 29, 2021, The City of Orange received funding approval

for the Preliminary Engineering phase of this project. The Public Works Department has since completed the Preliminary Engineering phase and is ready to move forward to the construction phase. The City is seeking Fiscal Year 2027-2028 funding for the construction phase of the project, which is estimated at $8,140,123. The total grant amount would be $6,105,092 with a 25% city match requirement of $2,035,031. The City will likely utilize the City's Transportation System Improvement Program fee for the 25% City match.

Because the Comprehensive Transportation Funding Program is structured to be competitive with all agencies in Orange County, it is not known at this time if the project will be approved.

7. ATTACHMENTS

- Resolution No. 11645
- Location Map

Agenda Item

Orange City Council

Item #: 3.16. 12/9/2025 **File #:** 25-0643

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

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2. SUMMARY

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3. RECOMMENDED ACTION

Adopt Resolution No. 11645. A Resolution of the City Council of the City of Orange approving the submittal of transportation improvement projects to the Orange County Transportation Authority for funding under the renewed Measure M2 of Comprehensive Transportation Funding Program.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Renewed Measure M (M2), approved by voters in 2006, is a 30-year multi-billion dollar program extension of the original Measure M (approved in 1990), with a new slate of planned projects and programs. These projects and programs include improvements to the County freeway system, streets and road network, expansion of the Metrolink system, transit services for the senior and disabled community, as well as funding for the cleanup of roadway storm water runoff.

The Orange County Transportation Authority has issued a call for projects for the three Regional Capacity Programs: Arterial Capacity Enhancement (ACE), Intersection Capacity Enhancement (ICE), and Freeway Arterial/Street Transitions (FAST).

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for the Preliminary Engineering phase of this project. The Public Works Department has since completed the Preliminary Engineering phase and is ready to move forward to the construction phase. The City is seeking Fiscal Year 2027-2028 funding for the construction phase of the project, which is estimated at $8,140,123. The total grant amount would be $6,105,092 with a 25% city match requirement of $2,035,031. The City will likely utilize the City's Transportation System Improvement Program fee for the 25% City match.

Because the Comprehensive Transportation Funding Program is structured to be competitive with all agencies in Orange County, it is not known at this time if the project will be approved.

7. ATTACHMENTS

- Resolution No. 11645
- Location Map

RESOLUTION NO. 11645

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING THE SUBMITTAL OF TRANSPORTATION IMPROVEMENT PROJECTS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE RENEWED MEASURE M2 OF THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM.

WHEREAS, the City of Orange desires to implement the transportation improvements noted on the attached map; and

WHEREAS, the City of Orange has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive Measure M2 "Fair Share" funds; and

WHEREAS, the City's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

WHEREAS, the City of Orange will not use Measure M2 funds to supplant Developer Fees or other commitments; and

WHEREAS, the City must include all projects funded by Net Revenues in the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors.; and

WHEREAS, the City of Orange will provide a minimum in 25% in matching funds for the project as required by the Orange County Comprehensive Transportation Funding Program Guidelines; and

WHEREAS, the Orange County Transportation Authority intends to allocate funds for transportation improvement projects within the incorporated cities and the County; and

WHEREAS, the City 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.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Orange hereby requests the Orange County Transportation Authority allocate funds in the amounts specified in the City's application to said City from the Comprehensive Transportation Programs. Said funds shall be matched by funds from said City as required and shall be used

as supplemental funding to aid the City in the improvement of the streets as noted on the attached map.

ADOPTED this 9th day of December, 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

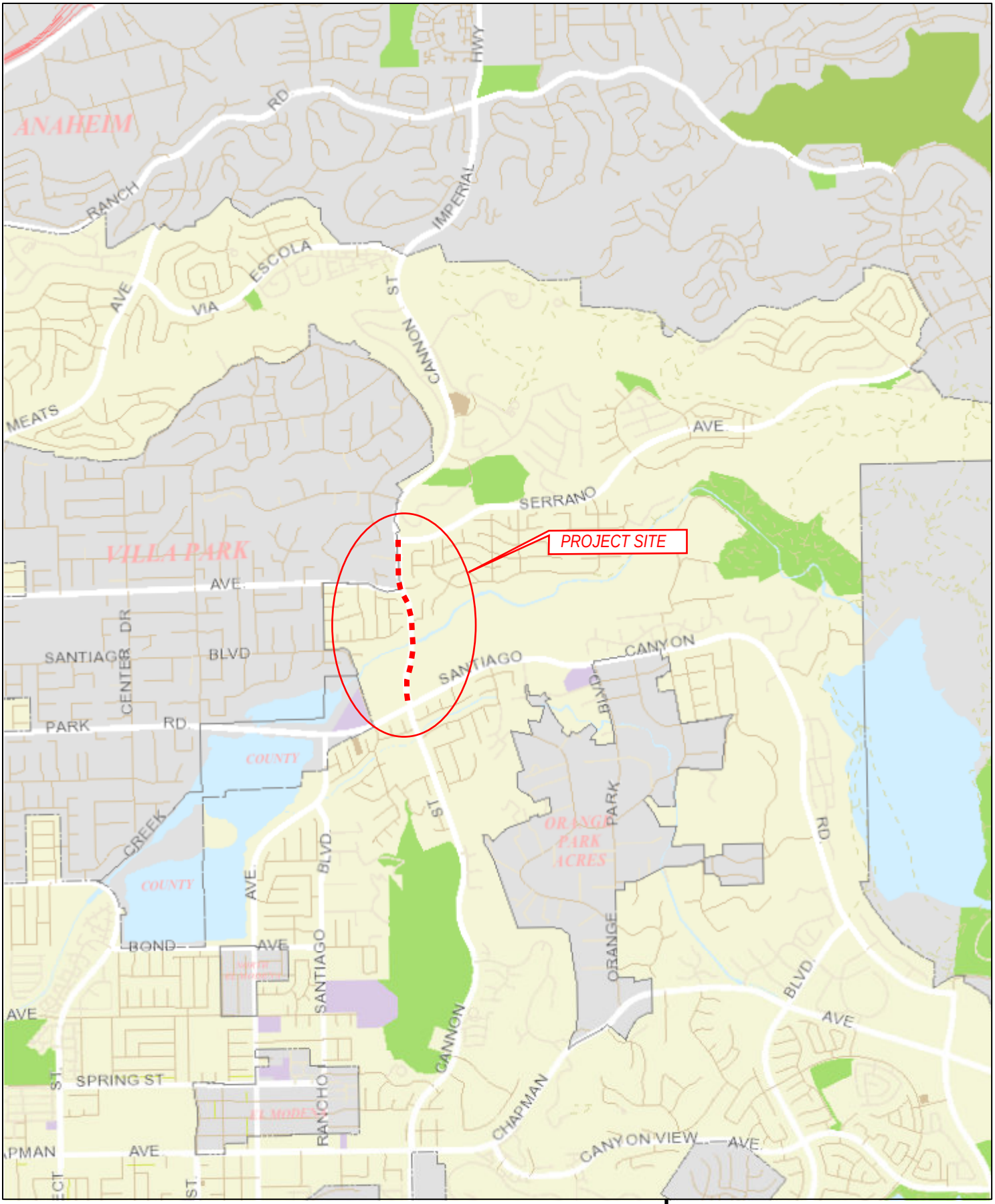
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, Pamela Coleman, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 9th day of December 2025, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Pamela Coleman, City Clerk, City of Orange



PUBLIC WORKS - ENGINEERING

CANNON ST WIDENING - SANTIAGO CANYON RD TO SERRANO AVE

City of Orange

NOT TO SCALE

Agenda Item

Orange City Council

Item #: 3.17. 12/9/2025 **File #:** 25-0645

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Adoption of Fiscal Year Ended June 30, 2025, Measure M2 Expenditure Report. Resolution No. 11646.

2. SUMMARY

Orange County Transportation Authority - OCTA - requires forms for tracking M2 expenditures and net revenues that all public agencies must use to be in compliance with the Renewed Measure M Eligibility Guidelines.

3. RECOMMENDED ACTION

Adopt Resolution No. 11646. A Resolution of the City Council of the City of Orange concerning the Fiscal Year ended June 30, 2025, Measure M2 Expenditure Report for the City of Orange.

4. FISCAL IMPACT

Adopting Resolution No. 11646 will allow the City to receive Measure M2 funding for transportation projects.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

The Measure M2 Eligibility Guidelines require that local jurisdictions who receive Measure M2 money must adopt and provide an annual expenditure report to the Orange County Transportation Authority (OCTA). The report accounts for the receipt, interest earned, and the use of Measure M2 and other funds, and funds expended by the jurisdiction to satisfy maintenance of effort (MOE) requirements.

OCTA requires the annual report to be provided within six (6) months of the jurisdiction's fiscal year end. Staff prepared the attached Measure M2 Expenditure Report for the Fiscal Year Ended June 30, 2025, in accordance with OCTA guidelines. The report was reviewed in draft form by OCTA staff, and the information provided was determined to be acceptable.

7. ATTACHMENTS

- Resolution No. 11646
- City of Orange M2 Expenditure Report for the FY Ended June 30, 2025

Agenda Item

Orange City Council

Item #: 3.17. 12/9/2025 **File #:** 25-0645

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Adoption of Fiscal Year Ended June 30, 2025, Measure M2 Expenditure Report. Resolution No. 11646.

2. SUMMARY

Orange County Transportation Authority - OCTA - requires forms for tracking M2 expenditures and net revenues that all public agencies must use to be in compliance with the Renewed Measure M Eligibility Guidelines.

3. RECOMMENDED ACTION

Adopt Resolution No. 11646. A Resolution of the City Council of the City of Orange concerning the Fiscal Year ended June 30, 2025, Measure M2 Expenditure Report for the City of Orange.

4. FISCAL IMPACT

Adopting Resolution No. 11646 will allow the City to receive Measure M2 funding for transportation projects.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

The Measure M2 Eligibility Guidelines require that local jurisdictions who receive Measure M2 money must adopt and provide an annual expenditure report to the Orange County Transportation Authority (OCTA). The report accounts for the receipt, interest earned, and the use of Measure M2 and other funds, and funds expended by the jurisdiction to satisfy maintenance of effort (MOE) requirements.

OCTA requires the annual report to be provided within six (6) months of the jurisdiction's fiscal year end. Staff prepared the attached Measure M2 Expenditure Report for the Fiscal Year Ended June 30, 2025, in accordance with OCTA guidelines. The report was reviewed in draft form by OCTA staff, and the information provided was determined to be acceptable.

7. ATTACHMENTS

- Resolution No. 11646
- City of Orange M2 Expenditure Report for the FY Ended June 30, 2025

RESOLUTION NO. 11646

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CONCERNING THE FISCAL YEAR ENDED JUNE 30, 2025, MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF ORANGE

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Orange does hereby inform OCTA that:

a) The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of fiscal year.

b) The M2 Expenditure Report is hereby adopted by the City of Orange.

c) The City of Orange Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2025.

ADOPTED this _____ day of _____, 2025

_____

Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____, 2025 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

M2 Expenditure Report
Fiscal Year Ended June 30, 2025
Report Checks

Schedule 1 Check

Project	Description	Ending Balance Check	Ending Balance Interest Check
A-M	Freeway Projects	$ -	$ -
O	Regional Capacity Program (RCP)	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	$ -	$ -
Q	Local Fair Share	$ -	$ -
R	High Frequency Metrolink Service	$ -	$ -
S	Transit Extensions to Metrolink	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical	$ -	$ -
V	Community Based Transit/Circulators	$ -	$ -
W	Safe Transit Stops	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	$ -	$ -

Schedule 2 Check

Project	Description	Revenue/Expenses Check	Revenue/Expenses Interest Check
All	Total	$ -	$ -

Schedule 3 Check

Project	Description	Expenses Check	Interest Check
O	Regional Capacity Program (RCP)	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	$ -	$ -
Q	Local Fair Share	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	$ -	$ -
A-M, R, S, T,U, V, W	Other M2 Projects (A-M, R, S, T,U, V, W)	$ -	$ -
Other	Expenses Not M2 Related	$ -	

Schedule 4 Check

Project	Description	Expenses Check
Q	Local Fair Share	$ -

M2 Expenditure Report

Fiscal Year Ended June 30, 2025

Beginning and Ending Balances

	Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2	$ (517,742.33)	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	$ 656,277.12	$ -
Q	Local Fair Share	4	$ 4,389,502.32	$ -
R	High Frequency Metrolink Service	5	$ -	$ -
S	Transit Extensions to Metrolink	6	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ 291,816.98	$ -
V	Community Based Transit/Circulators	9	$ (58,402.91)	$ -
W	Safe Transit Stops	10	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	11	$ 92,693.72	$ -
	Other*	12	$ 162,248.23	$ -
Balances at Beginning of Fiscal Year		13	$ 5,016,393.13	$ -
	Monies Made Available During Fiscal Year	14	$ 5,905,582.69	$ 152,143.74
Total Monies Available (Sum Lines 13 & 14)		15	$ 10,921,975.82	$ 152,143.74
	Expenditures During Fiscal Year	16	$ 3,552,356.74	$ 152,143.74
Balances at End of Fiscal Year				
A-M	Freeway Projects	17	$ -	$ -
O	Regional Capacity Program (RCP)	18	$ (605,369.01)	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	19	$ 568,769.26	$ -
Q	Local Fair Share	20	$ 6,237,864.14	$ -
R	High Frequency Metrolink Service	21	$ -	$ -
S	Transit Extensions to Metrolink	22	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	24	$ 199,517.31	$ -
V	Community Based Transit/Circulators	25	$ (58,402.91)	$ -
W	Safe Transit Stops	26	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	27	$ 841,642.06	$ -
	Other*	28	$ 185,598.23	$ -

* Please provide a specific description

* Other - beginning balance includes Project 14040 Main/Chapman to Orangewood Trafic Improvement

City of Orange

M2 Expenditure Report

Schedule 2

Fiscal Year Ended June 30, 2025

Sources and Uses

	Description	Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	$ -	$ -
Q	Local Fair Share	4	$ 4,531,813.52	$ 149,662.12
R	High Frequency Metrolink Service	5	$ -	$ -
S	Transit Extensions to Metrolink	6	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ 205,616.17	$ 2,481.62
V	Community Based Transit/Circulators	9	$ -	$ -
W	Safe Transit Stops	10	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	11	$ 1,144,803.00	$ -
	Other*	12	$ 23,350.00	$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	$ 5,905,582.69	$ 152,143.74
Expenditures:				
A-M	Freeway Projects	14	$ -	$ -
O	Regional Capacity Program (RCP)	15	$ 87,626.68	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	$ 87,507.86	$ -
Q	Local Fair Share	17	$ 2,683,451.70	$ 149,662.12
R	High Frequency Metrolink Service	18	$ -	$ -
S	Transit Extensions to Metrolink	19	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	$ 297,915.84	$ 2,481.62
V	Community Based Transit/Circulators	22	$ -	$ -
W	Safe Transit Stops	23	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	24	$ 395,854.66	$ -
	Other*	25	$ -	$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	$ 3,552,356.74	$ 152,143.74
TOTAL BALANCE (Subtract line 26 from 13)		27	$ 2,353,225.95	$ -

* Please provide a specific description
* Other revenues include Project 14040 Main/Chapman to Orangewood Trafic Improvement
* Local Fair Share revenue is reduced by $8,000 for audit fees
* Environmental Cleanup Program revenue includes the accrued revenue of $436,000 received in October 2025.

M2 Expenditure Report

Fiscal Year Ended June 30, 2025

Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees+	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2[2]	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	$ 76,515.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 76,515.00
Construction & Right-of-Way															
New Street Construction	2	$ 2,332.85	$ -	$ 87,626.68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 89,959.53
Street Reconstruction	3a	$ 19,632.18	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,632.18
Street Reconstruction - Pavement	3b	$ 471,172.33	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 471,172.33
Signals, Safety Devices, & Street Lights	4	$ 370,916.70	$ -	$ -	$ -	$ 87,507.86	$ -	$ 75,264.31	$ -	$ -	$ -	$ -	$ -	$ -	$ 533,688.87
Pedestrian Ways & Bikepaths	5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Drains	6	$ 86,612.56	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 86,612.56
Storm Damage	7a	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Damage - Pavement	7b	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction[1] (Sum Lines 2 to 7b)	8	$ 950,666.62	$ -	$ 87,626.68	$ -	$ 87,507.86	$ -	$ 75,264.31	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,201,065.47
Right of Way Acquisition	9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction & Right-of-Way (Sum Lines 8 & 9)	10	$ 950,666.62	$ -	$ 87,626.68	$ -	$ 87,507.86	$ -	$ 75,264.31	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,201,065.47
Maintenance															
Patching	11	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Overlay & Sealing	12	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,313,018.98	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,313,018.98
Street Lights & Traffic Signals	13	$ 1,813,436.94	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,813,436.94
Storm Damage	14	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Street Purpose Maintenance	15a	$ 1,228,382.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 395,854.66	$ -	$ -	$ -	$ -	$ 1,624,236.66
Other Street Purpose Maintenance - Pavement	15b	$ -	$ -	$ -	$ -	$ -	$ -	$ 288,635.19	$ 149,662.12	$ -	$ -	$ -	$ -	$ -	$ 438,297.31
Total Maintenance[1] (Sum Lines 11 to 15b)	16	$ 3,041,818.94	$ -	$ -	$ -	$ -	$ -	$ 2,601,654.17	$ 149,662.12	$ 395,854.66	$ -	$ -	$ -	$ -	$ 6,188,989.89
Other	17		$ -	$ -	$ -	$ -	$ -	$ 6,533.22	$ -	$ -	$ -	$ 297,915.84	$ 2,481.62	$ -	$ 306,930.68
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	$ 4,069,000.56	$ -	$ 87,626.68	$ -	$ 87,507.86	$ -	$ 2,683,451.70	$ 149,662.12	$ 395,854.66	$ -	$ 297,915.84	$ 2,481.62	$ -	$ 7,773,501.04
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: _____													

[1] Includes direct charges for staff time

[2] Other M2 includes A-M, R,S,T,U,V, and W

+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

M2 Expenditure Report

Fiscal Year Ended June 30, 2025

Local Fair Share Project List

PROJECT NAME	TYPE OF EXPENDITURE	AMOUNT	INTEREST
20329 (255009) - Chapman Batavia Left Turn Mod	CON - Signals, Safety Devices, & Street Lights	$ 27,626.48	
20374 (255012) - Streetlight Pole Replacement	CON - Signals, Safety Devices, & Street Lights	$ 11,910.34	
16302 (255072) - Minor Traffic Control Devices	CON - Signals, Safety Devices, & Street Lights	$ 35,727.49	
13120 (255702) - Pavement Management Program	Maintenance - Overlay & Sealing	$ 2,313,018.98	
14040 (255780) - 292. N Main, Main/Chapman to Orangewood	Other	$ 6,533.22	
000000 - Other Street Purpose Maintenance	Other Street Purpose Maintenance - Pavement	$ 288,635.19	$ 149,662.12
	TOTAL PROJECT Q EXPENDED	$ 2,683,451.70	$ 149,662.12

GRAND TOTAL PROJECT Q EXPENDED	$ 2,833,113.82

M2 Expenditure Report
Fiscal Year Ended June 30, 2025

I hereby certify that:

☐ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;

☐ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;

☐ The City/County of ___Orange___ is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;

☐ The City/County's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and

☐ The City/County of ___Orange___ has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceeding the FY 2024-25 MOE benchmark dollar amount [11].

Trang Nguyen
Director of Finance (Print Name)

Date

Signature

[11] Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.

Agenda Item

Orange City Council

Item #: 3.18. 12/9/2025 **File #:** 25-0617

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Cody Kleen, Acting Human Resources Director**

1. SUBJECT

Part-Time and Limited Duration employees' classification, compensation, and terms of employment for the period of January 1, 2026, through December 31, 2026, and Citywide Pay Schedule. Resolution Nos. 11650 and 11651.

2. SUMMARY

Resolution No. 11650 amends the compensation and terms of employment for the City's Part-Time and Limited Duration employees for the period of January 1, 2026, through December 31, 2026.

Resolution No. 11651 amends the Citywide Pay Schedule in accordance with the requirements of the California Code Regulations, Title 2, Section 570.5.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11650. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11587 and all amendments thereto and approving provisions relating to the classification, compensation, and terms of employment of Part-Time and Limited Duration employees effective January 1, 2026, through and including December 31, 2026.

2. Adopt Resolution No. 11651. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11639 and amending the Citywide Pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

4. FISCAL IMPACT

The total cost is $18,280 and will be funded through the General Fund. These adjustments are covered by vacancies in the Fiscal Year 2025-2026 budget.

5. STRATEGIC PLAN GOALS

Goal 4: Improve Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

There are currently 51 active part-time and limited duration employees on payroll who are covered by this Resolution. The vast majority of these employees serve in positions that are either limited duration, seasonal (summer only), or part-time with a work schedule of 19 hours per week or less. Employees covered by the City's Part-time and Limited Duration Resolution are considered unrepresented and therefore do not bargain collectively for salary, benefits, and other terms and conditions of employment.

Effective January 1, 2026, a minimum wage increase will be triggered by the rate of inflation in the State of California, setting a new minimum wage from $16.50 to $16.90 per hour. Four of our classifications are paid less than the new minimum wage. Staff therefore recommends adjusting salary levels for those impacted positions and their associated classifications with an effective date of December 28, 2025, to comply with the new mandate.

The following changes will be implemented should Council approve the attached Resolution:

Minimum Wage Increases

a) Ambulance Operator (from $2,868 to $2,940 per month, $16.55 to $16.96 per hour);

b) Police Reserve Series: Police Reserve Officer III (from $16.55 to $16.96 per hour), Police Reserve Officer II (from $17.74 to $18.19 per hour), and Police Reserve Officer I (from $21.66 to $22.21 per hour);

c) Recreation Services Leader Series: Recreation Services Leader I (from $16.55 to $16.96 per hour), Recreation Services Leader II (from $18.28 to $18.74 per hour), and Recreation Services Leader III (from $20.20 to $20.71 per hour); and

d) Swimming Attendant (from $16.55 to $16.96 per hour).

Other Additional Changes

a) Increase Medical Contribution for the Family Plan by $100 per month.

b) Add the holidays of Martin Luther King Jr. Day and increase Christmas Eve from a Half Day to a Full Day.

c) Incorporates language clean-up that conforms to current practices; i.e. Update/modification to the Public Employees' Medical and Hospital Care Act statutory rate (adjusted annually by the California Public Employees' Retirement System) and medical insurance eligibility.

7. ATTACHMENTS

- Resolution No. 11650
- Resolution No. 11651

Agenda Item

Orange City Council

Item #: 3.18. 12/9/2025 **File #:** 25-0617

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Cody Kleen, Acting Human Resources Director**

1. SUBJECT

Part-Time and Limited Duration employees' classification, compensation, and terms of employment for the period of January 1, 2026, through December 31, 2026, and Citywide Pay Schedule. Resolution Nos. 11650 and 11651.

2. SUMMARY

Resolution No. 11650 amends the compensation and terms of employment for the City's Part-Time and Limited Duration employees for the period of January 1, 2026, through December 31, 2026.

Resolution No. 11651 amends the Citywide Pay Schedule in accordance with the requirements of the California Code Regulations, Title 2, Section 570.5.

3. RECOMMENDED ACTION

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2. Adopt Resolution No. 11651. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11639 and amending the Citywide Pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

4. FISCAL IMPACT

The total cost is $18,280 and will be funded through the General Fund. These adjustments are covered by vacancies in the Fiscal Year 2025-2026 budget.

5. STRATEGIC PLAN GOALS

Goal 4: Improve Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

There are currently 51 active part-time and limited duration employees on payroll who are covered by this Resolution. The vast majority of these employees serve in positions that are either limited duration, seasonal (summer only), or part-time with a work schedule of 19 hours per week or less. Employees covered by the City's Part-time and Limited Duration Resolution are considered unrepresented and therefore do not bargain collectively for salary, benefits, and other terms and conditions of employment.

Effective January 1, 2026, a minimum wage increase will be triggered by the rate of inflation in the State of California, setting a new minimum wage from $16.50 to $16.90 per hour. Four of our classifications are paid less than the new minimum wage. Staff therefore recommends adjusting salary levels for those impacted positions and their associated classifications with an effective date of December 28, 2025, to comply with the new mandate.

The following changes will be implemented should Council approve the attached Resolution:

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d) Swimming Attendant (from $16.55 to $16.96 per hour).

Other Additional Changes

a) Increase Medical Contribution for the Family Plan by $100 per month.

b) Add the holidays of Martin Luther King Jr. Day and increase Christmas Eve from a Half Day to a Full Day.

c) Incorporates language clean-up that conforms to current practices; i.e. Update/modification to the Public Employees' Medical and Hospital Care Act statutory rate (adjusted annually by the California Public Employees' Retirement System) and medical insurance eligibility.

7. ATTACHMENTS

- Resolution No. 11650
- Resolution No. 11651

RESOLUTION NO. 11650

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RESCINDING RESOLUTION NO. 11587 AND ALL AMENDMENTS THERETO AND APPROVING PROVISIONS RELATING TO THE CLASSIFICATION, COMPENSATION, AND TERMS OF EMPLOYMENT OF PART-TIME AND LIMITED DURATION EMPLOYEES EFFECTIVE JANUARY 1, 2026 THROUGH AND INCLUDING DECEMBER 31, 2026

WHEREAS, the City Council of the City of Orange wishes to set forth the wages, hours and conditions of employment effective January 1, 2026 through December 31, 2026 for the employees described herein; and

WHEREAS, the State of California is increasing minimum wage to $16.90 per hour effective January 1, 2026, affecting four of the City's classifications; and

WHEREAS, the City Council has consulted with the City Manager and Human Resources Director concerning the proposed employment terms contained herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Orange hereby adopts the wages, hours and conditions of employment for the period of January 1, 2026 through December 31, 2026 for Part-Time and Limited Duration Employees contained in Appendix A, as fully set forth herein.

ADOPTED this 9th day of December 2025.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 9th day of December 2025 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Attachment: Exhibit A

Exhibit A

PART-TIME AND LIMITED DURATION EMPLOYEE RESOLUTION

JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

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SECTION 1. BASIC COMPENSATION PLAN AND DEFINITIONS. A basic compensation plan is established for Part-Time and Limited Duration Employees of the City of Orange who are now employed or will in the future be employed in any of the classifications of employment listed in this Resolution and its Appendix. Nothing contained herein shall guarantee to any employee a specified number of hours per day or days per week or weeks per month or months per year of work.

A. Whenever the term "part-time" is used in this Resolution, it shall be understood to include an employee regularly scheduled to work less than the full-time equivalent of forty (40) hours in a week or less than two thousand eighty (2,080) hours in a fiscal year.

B. Whenever the term "seasonal" is used in this Resolution, it shall be understood to include an employee who is appointed to a temporary position which may offer recurring periodic employment, such as every summer, but that does not exceed one thousand (1,000) hours in a fiscal year.

C. Whenever the term "temporary" is used in this Resolution, it shall be understood to include an employee who is appointed to a position for a limited duration not to exceed one thousand (1,000) hours in a fiscal year.

D. Whenever the term "probationary employee" is used in this Resolution, it shall be understood to be an employee regularly scheduled to work at least twenty (20) hours per week, but less than forty (40) hours per week on a year-round basis initially appointed or promoted to a classification serving a probationary period during which time the employee shall have an opportunity to demonstrate suitability for the job.

E. Whenever the term "regular employee" is used in this Resolution, it shall be understood to be an employee regularly scheduled to work at least twenty (20) hours per week, but less than forty (40) hours per week on a year-round basis who has successfully completed a probationary period.

F. Whenever the term "at-will" is used in this Resolution, it shall be understood to include all part-time employees scheduled to work nineteen (19) hours or less per week, probationary, seasonal, and limited duration employees. The City reserves the right to terminate the employment relationship at any time, with or without cause, for all employees covered by this resolution.

G. When the term "benefited" is used in this Resolution, it shall be understood to include only the part-time employees regularly scheduled to work an average of twenty (20) hours per week, but less than forty (40) per work week on a year-round basis. Benefited employees shall be entitled to receive the fringe benefits acknowledged in this Resolution.

H. When the term "non-benefited" is used in this Resolution, it shall be understood to include the part-time, seasonal and/or temporary employees working less than one thousand (1,000) hours in a fiscal year. Non-Benefited employees shall not be entitled to receive any fringe benefits provided for in this Resolution or in any resolution of the City, unless otherwise provided by Federal and/or State law.

I. As an exception to the statements and definitions used in this Section and this Resolution, the classifications of Police Recruit and Ambulance Operator are deemed limited duration, full-time classifications eligible for the fringe benefits provided by this Resolution for benefited employees. Full-time Ambulance Operators shall be subject to an employment agreement.

SECTION 2. SALARY AND WAGE SCHEDULES. Salaries effective December 28, 2025 for employees covered by this Resolution are listed in Appendix A.

SECTION 3. BEGINNING RATES. A new employee of the City shall be paid the rate shown in Step A in the range assigned to the classification for which the employee has been hired, except that on request of the Department Head under whom the employee will serve, and with the authorization of the Human Resources Director, such employee may be placed at any step depending on the employee's qualifications.

SECTION 4. SERVICE. The word "service" as used in this Resolution shall be defined to mean continuous, service in an employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements.

A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employee for the purpose of this Resolution. An employee re-entering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment. For seasonal employees, service shall be consecutive seasonal employment with the City.

SECTION 5. PERFORMANCE EVALUATIONS. The City shall maintain an employee performance rating system designed to give a fair evaluation of the quantity and quality of work performed by an employee.

A. Performance evaluation reports shall be prepared and recorded in the employee's personnel file for all probationary part-time, regular part-time, and seasonal employees as follows:

    1) For probationary part-time employees, at or near the completion of one thousand forty (1,040) hours and upon the completion of the probationary period at two thousand eighty (2,080) hours.

    2) For regular part-time employees, at or near the completion of every two thousand eighty (2,080) hours after the successful completion of the probationary period.

    3) For seasonal employees, at the end of the season and upon the completion of two thousand eighty (2,080) hours.

    4) For Ambulance Operators, at or near completion of twenty-six (26) pay periods.

B. Prior to the performance evaluation report becoming part of the employee's personnel file, the supervisor and the employee must review the evaluation.

C. When a performance evaluation is recorded in the employee's personnel file a copy of the evaluation shall be given to the employee.

SECTION 6. ADVANCEMENT WITHIN SALARY RANGES. The following regulations shall govern salary advancements within ranges for employees in Appendix A:

A. Merit Advancement. An employee shall be considered for advancement through the salary range based on continuous, meritorious, and efficient service, continued improvement by the employee in the effective performance of the duties of the position, and the completion of two thousand eighty (2,080) hours of service in the classification. A merit increase shall become effective on the first (1st) day of the next pay period following the completion of the length of service required for such advancement, and shall require the following:

1) The Department Head in the department which the employee is employed shall file with the Human Resources Director a Personnel Action Form and a completed Performance Evaluation Form recommending the granting or denial of the merit increase and supporting such recommendation with specific reasons, therefore. If denied by the Human Resources Director, the reason(s) for denial will be provided to the Department Head.

B. Special Merit Advancement. When an employee demonstrates exceptional ability and proficiency in the performance of duties, the Department Head may recommend to the Human Resources Director that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this Resolution. The Human Resources Director may, on the basis of a Department Head's recommendation, approve and effect such an advancement.

C. Length of Service Required When Advancement is Denied. When an employee is not approved for advancement to the next higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same action as provided in Subsection 6A.

D. Ineligibility for a Step Increase and/or a Delay in Step Increase. An employee is ineligible to receive a step increase while on a leave of absence without pay. Step increases shall be delayed by the amount of time an employee is out on leave without pay status.

SECTION 7. REDUCTION IN SALARY STEPS. Any employee who is paid on a salary step higher than Step A may be reduced by one (1) or more steps upon the recommendation of the Department Head with the approval of the Human Resources Director. Procedure for such reduction shall follow the same procedure as outlined for merit advancement in Section 6, and such employee may be considered for re-advancement under the same provisions as contained in Section 6.

SECTION 8. PROBATION. An employee scheduled in the duly adopted budget to work at least twenty (20) hours per week on a year-round basis initially appointed or promoted to a classification shall serve a probationary period during which time the employee shall have an opportunity to demonstrate suitability for the job. Employees regularly scheduled twenty (20) hours or more per week shall serve a probationary period of twenty-six (26) consecutive pay periods. Under certain conditions, with approval of the Human Resources Director, the Department Head may extend the probationary period. The employee shall attain regular status in the classification upon successful completion of the probationary period.

Employees serving an initial probationary period are not eligible to compete for a closed/promotional recruitment process.

SECTION 9. PROMOTION. When an employee is promoted to a position in a higher classification, the employee may be assigned to the step in the new salary range which provides for at least a five percent (5.0%) increase. With the approval of the Department Head and Human Resources Director, the employee

may be placed in the step in the new salary range as will grant the employee an increase of at least one (1), but not more than three (3) salary steps, at the discretion of the Department Head and the Human Resources Director.

SECTION 10. DEMOTION. When an employee is demoted to a position in a lower classification, the salary rate shall be fixed in the appropriate salary range for the lower classification in accordance with the following provisions:

A. The salary rate shall be reduced by at least one (1) step; and

B. The new salary rate must be within the salary range for the classification to which demoted.

SECTION 11. REASSIGNMENT OF COMPENSATION RANGES. Any employee who is employed in a classification which is allocated to a different pay range shall retain the same salary step in the new range as previously held in the prior range, and shall retain credit for length of service acquired in the previously held step toward advancement to the next higher step in the new salary range; provided, however:

A. That if such retention shall result in the advancement of more than one (1) step, the Human Resources Director may, at the time of reassignment, place the employee in a step which will result in an increase of only one (1) step.

B. That if the reassignment is to a lower compensation range, the B or C Step of which shall be lower than the existing rate of pay at the time of reassignment, the employee shall continue to be paid at the existing rate of pay until such time as the new classification shall be reassigned to a compensation schedule which will allow for further salary advancement, or until such time as the employee is promoted to a position assigned to a higher compensation range.

C. That if the reassignment is to a lower compensation range, the B or C Step of which is higher than the existing rate of pay of the employee, the employee shall be placed on that step of the lower compensation range which is equivalent to the employee's existing rate of pay. If there is no equivalent rate of pay, the employee shall be placed on the next highest step. The employee shall retain credit for length of service previously acquired in such step toward advancement to the next higher step.

SECTION 12. WORKING OUT OF CLASS. The City may work employees out of classification for up to ten (10) consecutive working days without additional compensation. An employee shall receive acting time pay at A Step of the higher class, or five percent (5.0%) above the employee's regular salary, whichever is greater, for work performed in the higher classification on the 11th consecutive day out of class, and for each consecutive day thereafter an employee works out of class. The Department Head or a duly authorized designee shall assign the employee to work out of classification but shall notify the Human Resources Director prior to the assignment.

During the ten (10) consecutive working day eligibility period before an employee is entitled to receive acting time pay, absence for compensatory time and/or vacation shall break consecutiveness and cause the ten (10) consecutive working day eligibility period to start over. Absences for regularly scheduled holidays, regular days off, jury duty, and/or verifiable sick leave shall not constitute a break in consecutiveness or acting pay eligibility.

A. Temporary Upgrade Pay. When an employee is working out of classification due to an incumbent's approved leave of absence, said employee shall receive Temporary Upgrade Pay. Temporary Upgrade Pay, as defined by California Code of Regulations 571(a)(3), is "compensation to employees who are required by their employer or governing board or body to work in an upgraded position/classification of limited duration."

The above form of compensation shall be reported to CalPERS as special compensation and therefore compensation earnable. However, Temporary Upgrade Pay will not be reported to CalPERS as pensionable compensation for "New Members" hired on or after January 1, 2013, as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA).

B. Out-of-Class Appointment. Out-of-class appointments shall only be made for positions vacated due to voluntary resignation, promotion, demotion or termination. Government Code Section 20480 of the Public Employees' Retirement Law (PERL) defines an "out-of-class appointment" to mean an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. For purposes of this Section, a "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence.

SECTION 13. OVERTIME/COMPENSATORY TIME.

A. COMPENSATORY TIME. A benefited employee covered by this Resolution shall be entitled to compensatory time for all hours worked in excess of forty (40) hours within the employee's Fair Labor Standards Act (FLSA) work period. Compensatory time shall be accumulated at the rate of one-quarter (¼) hour of compensatory time for each one-quarter (¼) hour of overtime worked. As an exception to this Section, the classification of Ambulance Operator may elect to receive compensatory time for time worked for overtime shifts outside the employee's regularly scheduled shifts.

B. PREMIUM (TIME AND ONE-HALF) OVERTIME. Only time actually worked (i.e., not holiday, vacation, sick leave, or compensatory time) over forty (40) hours in an FLSA work period shall be paid at the premium rate (time and one-half) either in the form of pay or compensatory time. FLSA exempt seasonal employees are not entitled to receive premium overtime compensation.

C. COMPENSATORY TIME ACCUMULATION. Compensatory time shall be accumulated to the nearest one-quarter (¼) hour increment. Where a benefited employee works less than one-quarter (¼) hour per day of overtime, the employee shall not receive compensatory time, and such time shall not count toward the computation of overtime.

D. ELIGIBILITY. In order to be entitled to compensatory time, such compensatory time must be authorized by the Department Head or a duly authorized designee.

E. MAXIMUM COMPENSATORY TIME ACCRUAL. A benefited employee shall not be entitled to accumulate compensatory time more than eighty (80) hours during any calendar year. Any accumulated compensatory time accrued in excess of eighty (80) hours per calendar year shall be automatically paid on the first (1st) pay period of the new calendar year.

F. USE OF COMPENSATORY TIME.

1) Payment of Compensatory Time. Compensatory time shall be paid at the regular rate of pay or equal time off, when authorized by the Department Head or a duly authorized designee.

2) Payment Upon Termination. Employees shall be entitled to receive payment for all accumulated compensatory time upon their termination or upon promotion into another bargaining unit.

SECTION 14. CALL BACK COMPENSATION. If benefited employees are required to report back to work after completing a normal work shift and have left the City premises and/or work location, they shall be compensated in cash or as compensatory time off at the straight time rate for the actual hours of work with a minimum of two (2) hours call back compensation, regardless of whether the employee works less than two (2) hours. This provision shall be applicable to employees although the employee's regular work week is not completed, but shall not apply to employees who are continuing on duty.

SECTION 15. HOLIDAYS. Benefited employees covered by this Resolution shall receive paid holidays, based upon proration of their employment status if less that a full-time employee.

1) January 1st (New Year's Day)
2) Third Monday of January (Martin Luther King Jr. Day)
3) Third Monday in February (Presidents' Day)
4) Last Monday in May (Memorial Day)
5) July 4th (Independence Day)
6) First Monday in September (Labor Day)
7) November 11th (Veterans' Day)
8) Fourth Thursday in November (Thanksgiving Day)
9) Fourth Friday in November (Day after Thanksgiving)
10) December 24th (Christmas Eve), if it falls on a Monday through Thursday
11) December 25th (Christmas Day)

A. HOLIDAYS ON CERTAIN DAYS OF THE WEEK. In the event any of the above holidays, except one-half (½) day before Christmas, fall on a Sunday, the following day will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays fall on a Saturday, except one-half (½) day before Christmas, the preceding day will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays fall on an employee's regularly scheduled day off, except one-half (½) day before Christmas, forty (40) hour benefited employees will be credited with nine (9) hours of holiday compensatory time. Benefited employees will receive holiday pay for the holidays in this Section based upon the employee's full-time equivalency from the current Personnel Action Form. Accumulated holiday compensatory time must be used by the employee by June 30th of the same fiscal year in which it was accumulated or be forfeited. In addition, employees shall be entitled to receive payment for all accumulated holiday compensatory time upon their termination or upon promotion into another bargaining unit.

B. ELIGIBILITY TO RECEIVE HOLIDAY PAY. In order to be eligible to receive holiday pay, a benefited employee must have worked, or be deemed to have worked because of an approved absence (e.g., sick leave, vacation, or compensatory time), the benefited employee's regularly scheduled day before and regularly scheduled day after the holiday. Probationary benefited

employees are provided with and are eligible to use floating holiday hours, according to the guidelines established in this Section, and/or with approval of the Human Resources Director.

C. HOLIDAY DURING VACATION. Should any of the holidays listed above fall during an employee's vacation period, or while an employee is on an excused absence with pay, the employee shall receive holiday pay and no charge shall be made against the employee's accumulated vacation.

D. FLOATING HOLIDAY. Notwithstanding the above, floating holiday hours shall be taken at the convenience of the City with approval of the Department Head or a duly authorized designee. For purposes of this benefit, employees will have credited nine (9) hours of floating holiday as of January 1st. Benefited employees will receive floating holiday hours in this Section based upon the employee's full-time equivalency from the current Personnel Action Form. This floating holiday shall be taken as time off from work no later than December 31st of the same year. The floating holiday is not accumulative and shall be forfeited should it not be taken during the year it was earned. Benefitted employees under this Section who are promoted to another bargaining unit or who terminate their employment with the City prior to using the floating holiday shall receive cash reimbursement for said holiday.

E. COMPENSATION FOR HOURS WORKED ON OBSERVED CITY HOLIDAYS. All benefited employees required to work on a holiday listed above, with the approval of their supervisor, shall receive holiday pay plus straight time pay for hours worked on the holiday, or time off equal to the number of hours the employee actually worked on the holiday. Benefited employees who work in excess of their regular number of scheduled hours on a holiday listed above, shall receive double time pay for all such hours actually worked. Employees shall receive no other compensation whatsoever for working on a holiday.

SECTION 16. VACATION.

A. VACATION ACCRUAL. Benefited employees who have one (1) year's continuous service, shall receive the following vacation hours per year, based upon proration of their employment status if less than a full-time employee.

Years of Service	Vacation Hours Per Year
1 thru 4	80
5 thru 10	120
11	128
12	136
13	144
14	152
15 thru 24	160
25 or more	200

B. VACATION USAGE AND ACCUMULATION. Vacation shall be taken at the convenience of the City with the approval of the Department Head or a duly authorized designee. Where possible, such vacation should be taken annually and not accumulated from year to year. Vacation hours not in excess of the equivalent number of hours earned in the immediately preceding twenty-four (24) month period may be accumulated with the permission of the Department Head and the Human Resources Director. Employees shall not accumulate vacation in excess of the equivalent

number of hours earned in the immediately preceding twenty-four (24) month period. All vacation hours in excess of the equivalent number of hours earned in the immediately preceding twenty-four (24) month period not taken by the employee shall be forfeited. Probationary benefited employees accrue vacation, but may not use vacation until successful completion of an initial probation period, except in the event of a City Hall holiday closure, with approval of the Human Resources Director.

C. VACATION CONVERSION. An employee may convert up to fifty percent (50%) of their current annual vacation accrual into pay in lieu of time off with pay. An employee requesting such a conversion must meet the eligibility requirements as set forth in Subsection 16B and may so convert twice during each fiscal year. Employees serving their initial probationary period shall not be eligible for vacation conversion.

   On or before December 15, 2025, and every December 15th thereafter, a qualified employee who elects to cash out accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

   The City shall administer the cash out twice annually, starting in June 2026 and every June and December thereafter. The City shall make the cash outs in the second pay period in June and December. Such cash outs shall be paid at the employee's net salary hourly rate of pay.

D. VACATION PAY-OUT UPON TERMINATION. Eligible employees who terminate their employment with the City shall be paid for all accrued vacation, if any, and the prorated portion of their final accrual. Prorated vacation shall be on the basis of one-twelfth (1/12) of the employee's annual vacation pay for each full month of service.

SECTION 17. ELIGIBILITY FOR FRINGE BENEFITS.

A. ENTITLEMENT TO FRINGE BENEFITS UPON PRORATION OF HOURS. Benefited employees shall receive fringe benefits based upon the employee's full-time equivalency from the current Personnel Action Form. This formula of proration shall apply to holiday pay, vacation, sick leave, medical insurance contribution, disability insurance contribution, jury duty and retirement contribution.

B. NON-BENEFITED EMPLOYEES. Non-benefited employees shall not be entitled to receive any fringe benefits provided for in this Resolution or in any resolution of the City, unless otherwise provided by Federal and/or State law.

SECTION 18. LEAVES OF ABSENCE.

A. LEAVE OF ABSENCE WITHOUT PAY. For all regular employees as described herein, the following Leave Without Pay procedure shall apply:

   1) After all available leave benefits, including vacation, compensatory time, sick leave, and other leave benefits have been completely used, a regular employee, not under suspension, may make written application to the Department Head for leave without pay. No such leave will be considered absent a written application from the employee requesting leave.

a. The classification of Ambulance Operator is authorized to take up to a six (6) month leave of absence without pay to attend the fire academy and/or fire paramedic school without exhausting all accruals.

2) If the Department Head and the Human Resources Director agree that such leave is merited and in the interest of the City, leave may be granted for a period not to exceed six (6) months following the date of expiration of all other allowable leave benefits.

3) No employment or fringe benefits such as sick leave, vacation, health insurance, retirement, or any other benefits shall accrue to any employee on leave of absence without pay except as denoted under the Family and Medical Leave Act (FMLA) Section below. During such leave in excess of five (5) working days, no seniority shall be accumulated.

4) Subject to and consistent with the conditions of the group health, life or disability plan, coverage may be continued during a leave, provided direct payment of the total premium by the employee is made through and as prescribed by the Payroll Division of the City. The City will pay up to six (6) months of the Flexible Benefit Plan contribution for employees who are on long-term disability leave.

5) At the end of such leave, if the employee desires additional leave, written application must be made through the Department Head to the Human Resources Director at least ten (10) days before the end of the six (6) month period, stating the reasons why the additional leave is required and why it would be in the best interests of the City to grant such leave of absence. If such additional leave is merited and would still preserve the best interests of the City, the Human Resources Director may approve such extension of the leave of absence for a period up to but not to exceed an additional six (6) months.

6) If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated employment with the City.

7) An employee on leave must give the City at least seven (7) days' written notice of intent to return to work prior to returning to work.

8) Any employee who engages in outside employment during said leave of absence without prior notification and approval of the Human Resources Director and Department Head may be subject to termination.

9) Any employee who falsifies the reason for the request for said leave of absence may be terminated for falsifying a request for leave of absence or extension thereof.

10) Such leave shall be granted on the same basis for pregnancy, childbirth, and other medically related conditions, except that such an employee shall retain his seniority rights.

11) Forms setting forth the benefits available and other pertinent information shall be maintained for distribution in the Human Resources Department.

B. JURY DUTY AND WITNESS SERVICE FOR THE CITY.

A. Jury Duty. When required to serve on a jury, benefited employees shall have time off for a period not to exceed ten (10) calendar days for each jury duty summons which an employee responds to per calendar year. Employees shall receive their regular pay for period of actual service required on the jury, provided all jury fees paid to the individual employee are turned over to the City, with the exception of automobile expenses allowed.

B. If an employee is required to call in for jury service and the court does not need the employee's service, the employee is expected to report to work. Once an employee has completed jury service, the Certificate of Jury Service must be provided to the immediate supervisor to qualify for jury duty compensation.

C. Witness Service for the City. If an employee is called as a witness, on behalf of the City, the employee shall receive normal pay for time spent by the employee serving as a witness for the City. Employees shall be required to pay any witness fees that accrue to the employee for witness service to the City as a condition of receiving normal pay while serving as a witness for the City.

C. MILITARY LEAVE OF ABSENCE. If a benefited employee is deployed or required to attend military training, the employee shall be entitled to military leave of absence under the provisions of State law found in applicable sections of the California Military and Veterans' Code. Employees must provide a copy of their military orders, and Leave and Earnings Statements (LES) if requested, to the Human Resources Department to qualify for military leave of absence. Any exceptions to this provision shall be considered on a case-by-case basis, with final approval of the Human Resources Director.

D. SICK LEAVE. Sick leave with pay shall be allowed, credited, and accumulated in accordance with the following:

1) For employees working a regular forty (40) hour week, eight (8) hours of sick leave will accrue for each month of continuous service. Sick leave for benefited part-time employees will be prorated under this Section based upon the employee's full-time equivalency from the current Personnel Action Form. Probationary employees may use accrued sick leave during their probation period.

2) All non-benefited employees shall receive sick leave as required by State law.

3) Sick leave will be charged at the rate of one-quarter (¼) hour for each one-quarter (¼) hour an employee is absent.

4) Any employee eligible for sick leave with pay may use such leave for the following reasons:

i. Medical and dental office appointments during work hours when authorized by the Department Head or a duly authorized designee; and/or

ii. Personal illness or physical incapacity resulting from causes beyond the employee's control; in addition to pregnancy, childbirth and other medically related conditions.

iii. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).

iv. Family Leave. In accordance with the California Family Leave Act, all benefited employees may use up to one-half (½) of their annual sick leave accrual, per calendar year, for family leave purposes.

5) Sick Leave Application. Sick leave may be applied only to absence caused by illness or injury of an employee and may not extend to absence caused by illness or injury of a member of the employee's family except as provided in Subsection 18C(6) below.

6) Sick Leave Charged. In any instance involving use of a fraction of a day's sick leave, the minimum charged to the employee's sick leave account shall be one-quarter (¼) hour, while additional actual absence of over one-quarter (¼) hour shall be charged to the nearest one-half (½) hour. Sick leave shall only be used for the purposes stated**,** and the Department Head shall be responsible for control of employee abuse of sick leave. Employees may, upon prior notice, be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory written evidence of any subsequent illness.

7) Maximum Accumulation of Sick Leave. Employees shall be allowed to accumulate sick leave to a maximum of nine hundred sixty (960) hours. Sick leave hours in excess of such maximum shall be forfeited.

8) Retirement from City Service and Entering the California Public Employees' Retirement System. Upon retiring from City service and entering the California Public Employees' Retirement System as a Retired Annuitant, an employee shall receive no pay for the first sixty (60) days of accrued sick leave (0 to 480 hours), but shall receive twenty-five percent (25%) pay for the first thirty (30) days of accrued sick leave after the first sixty (60) days of accrued sick leave (481 to 720 hours), and fifty percent (50%) of all accrued sick leave thereafter (721 hours to 960 hours).

9) Death of an Employee. Upon the death of an employee while employed by the City, one hundred percent (100%) of all accrued sick leave benefits shall be paid to the beneficiary of the deceased employee. Payment will be made when proper authorization for payment is received from the estate of the decedent employee.

E. FAMILY LEAVE. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, employees are allowed up to one-half (½) of their annual accrual of sick leave per calendar year for family related illness or injury, which shall be charged against the employee's accumulated sick leave. Family as used in this Subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee's household (living at the same address); and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, brother, sister, grandchild or grandparent of the employee, or "designated person" pursuant to AB1041,

regardless of place of residence. Benefited part-time employees are allowed to use up to one-half (½) of their annual accrual of sick leave.

F. BEREAVEMENT LEAVE. Benefited employees shall be entitled to take up to the following amount of paid bereavement leave per incident on the following terms and conditions:

1) Bereavement leave may only be used upon the death, or critical illness where death appears to be imminent, in the employee's immediate family. "Immediate family" as used in this Subsection, shall be limited to any relation by blood, marriage or adoption, who is a member of the employee's household (living at the same address) and any parent, legal guardian, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, spouse, child, brother, sister, or registered domestic partner of the employee regardless of residence.

2) Days of absence due to bereavement leave shall not exceed three (3) working days per incident and shall not be deducted from the employee's accumulated sick leave. An additional two (2) days of leave may be taken from any existing leave accruals, for a maximum of five (5) days total per incident. An employee on bereavement leave shall inform their immediate supervisor of the fact and the reasons therefore as soon as possible. Failure to inform their immediate supervisor, within a reasonable period of time, may be cause for denial of bereavement leave with pay for the period of absence.

G. WORKERS' COMPENSATION Employees who incur a work-related injury or illness will be eligible to receive Workers' Compensation benefits according to the State of California's Division of Workers' Compensation (DWC) laws, regulations, and benefits provided pursuant to this MOU.

1) Temporary Disability. An employee shall be granted Temporary Disability in accordance with the current State Workers' Compensation laws and regulations.

2) Claims Pending Compensation Determination. When a claim is pending a compensability decision while in a delayed or denied status, and the employee is losing time off from work, the employee can use their own accruals (sick, vacation, compensatory time, etc.). If the claim is accepted, the employee's accruals will be credited based on the dates that meet the Temporary Disability criteria under the State of California's Division of Workers' Compensation.

3) Physician Pre-Designation. Before a work-related injury, an employee may elect to pre-designate a qualified medical provider if done in accordance with the State of California's Division of Workers' Compensation laws and regulations.

4) Fringe Benefits. If eligible, a benefited employee receiving Temporary Disability benefits will continue to receive the City's contribution to the employee's medical, dental, vision, and other applicable insurances. All authorized deductions will continue as though the employee is on regular work status. If the employee has exhausted Temporary Disability benefits, the employee shall be responsible for paying the full premium for the employee's medical, dental, vision, and other applicable insurances.

An employee receiving temporary disability payments in accordance with the current State of California Division of Workers' Compensation laws and regulations may use a prorated amount of accumulated leave (including sick leave, vacation, compensatory time, etc.) to supplement temporary disability payments to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero (0). At that time, the employee would commence an unpaid leave of absence.

SECTION 19. LIFE INSURANCE. The City shall contribute the full premium towards a forty thousand dollar ($40,000.00) life insurance policy for each benefited employee.

SECTION 20. LONG-TERM DISABILITY INSURANCE. The City shall contribute the full premium toward a long-term disability plan covering eligible benefited employees that pays sixty percent (60%) of salary after a sixty (60) day elimination period, up to a maximum benefit of three thousand dollars ($3,000.00) per month.

SECTION 21. HEALTH BENEFITS. The City contracts with the California Public Employees' Retirement System (CalPERS) to make available those health insurance benefits provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).

A. FLEXIBLE BENEFITS PLAN. The City shall provide a Section 125 Flexible Benefits Plan for active full-time and part-time benefited employees and pay the following monthly amounts to provide funds for optional health plans, dental plans, vision plans, health care reimbursement, dependent care, or cash as established by the Internal Revenue Service. The following amounts include the minimum amount required under PEMHCA, which is one hundred sixty-two dollars ($162.00) per month. This contribution shall be adjusted annually each January 1st to the amount set by the CalPERS Board of Administration.

Effective Date	Single	2-Party	Family
January 1, 2025	$960.00	$1485.00	$1960.00

B. Any costs in excess of the amounts designated in Subsection 21A necessary to maintain benefits under any benefit plans selected by the employee shall be borne by the employee.

C. An employee cannot be enrolled in the CalPERS Health Benefits Plan if a spouse is enrolled in the same agency or enrolled in an agency with CalPERS Health, unless the employee (or the spouse) is enrolled without being covered as a family member.

D. An employee may choose to not be enrolled in a CalPERS Health Benefits Plan. If an employee chooses not to be enrolled, the employee must provide proof of group medical insurance coverage (e.g., coverage under a spouse's employer's plan) that is compliant with the Affordable Care Act (ACA), as approved by the Human Resources Director. Insurance obtained through the State of California marketplace or a County health system will not be deemed comparable medical insurance.

Based on determination that group medical insurance coverage is in full force and effect, employees hired prior to January 1, 2020 shall receive seven hundred eighty-five dollars ($785.00) per month toward the Flexible Benefits Plan. Employees hired after January 1, 2020 who elect to waive the City's medical insurance shall receive four hundred dollars ($400.00) per month.

E. In the event the benefited employee loses eligibility (with documentation) the employee may enroll in the CalPERS Health Benefits Plan pursuant to their rules and regulations. Failure to do so within sixty (60) days, shall result in the City seeking reimbursement of said contributions.

F. RETIRED ANNUITANT CONTRIBUTION. The City shall contribute toward the payment of the premiums under the CalPERS Health Benefits Plan to each eligible retired annuitant of CalPERS to the extent required by law, a contribution of one hundred sixty-two dollars ($162.00) per month. This contribution shall be adjusted annually each January 1st to the amount set by the CalPERS Board of Administration.

G. The City Manager, or a duly authorized designee, reserves the right to adjust the flexible benefits plan contributions for employees covered by the Resolution at any time during the life of this Resolution to reflect insurance contributions provided to employees in the Orange Municipal Employees' Association (OMEA) unit.

SECTION 22. RETIREMENT.

A. NON-BENEFITED EMPLOYEES. All non-benefited employees not covered under the CalPERS shall participate in a defined contribution retirement plan in lieu of Social Security contributions. The City shall contribute three and three-fourths percent (3.75%) of the employee's eligible earnings toward the retirement plan. Employees shall contribute three and three-fourths percent (3.75%) of their eligible earnings toward the retirement plan.

B. NEW MEMBERS. Miscellaneous employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2% @ age 62 retirement formula as set forth in California Government Code Section 7522.20. The New Members are subject to the three (3) year final compensation measurement period as set forth in California Government Code Section 7522.32. These New Members shall contribute half of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30. In all other respects, New Members shall be subject to the terms and requirements of PEPRA.

C. CLASSIC MEMBERS. Miscellaneous employees who are not defined as New Members as outlined in Section B above are defined as Classic Members of CalPERS and are subject to the 2.7% @ age 55 retirement formula set forth on Section 21362.2 of the California Government Code. These Classic Members are subject to the one-year final compensation measurement period set forth in California Government Code Section 20042. These Classic Members shall contribute eight percent (8.0%) of their compensation earnable, on a pre-tax basis.

D. 1959 CALPERS SURVIVOR BENEFIT. The City provides the 1959 CalPERS Survivor Benefit at the Fourth Level Option (California Government Code Section 21574) for all covered employees. Employees shall pay their two dollar ($2.00) monthly contribution through payroll deduction. The City shall pay the employer portion subject to the following limit: six dollars ($6.00) per month. Employees shall pay any portion of the employer portion that exceeds six dollars ($6.00) per month.

E. CALPERS RETIRED ANNUITANTS. Pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA), the City is prohibited from providing a CalPERS retired annuitant with any

benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate. Accordingly, the City will not enroll retired annuitants in the IRS Section 457 OBRA deferred compensation plan. Further, since participation in a deferred compensation plan is considered a benefit, retired annuitants are not permitted to voluntarily enroll in any of the City's other Section 457 deferred compensation plans.

SECTION 23. DIRECT DEPOSIT. City employees are required to participate in the City's direct paycheck deposit program.

SECTION 24. GRIEVANCE PROCEDURE.

A. DEFINITION OF GRIEVANCE. A grievance shall be defined as a timely complaint by an employee or group of employees concerning the interpretation or application of specific provisions of this Resolution of the Rules and Regulations governing personnel practices or working conditions of the City. Grievances shall not include disciplinary actions taken against "At-Will" employees.

B. BUSINESS DAYS. Business days means those days in which the City's administrative offices are open.

C. TIME LIMITS FOR FILING WRITTEN FORMAL GRIEVANCES. The time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced, in writing, and signed by a duly authorized designee of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance. Failure of the City to comply with the time limits set forth in this Section shall automatically move the grievance to the next level in the Grievance Procedure.

D. INFORMAL GRIEVANCE PROCESS. An employee must first attempt to resolve a grievance on an informal basis by discussion with an immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution to the grievance by these informal means at the most immediate level of supervision. At no time may the informal process go beyond the division head concerned. In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than ten (10) business days elapse from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance and the filing of a written formal grievance with the Human Resources Director of the City, with a copy to the Department Head in which the employee works. Should the grievant fail to file a written grievance within ten (10) business days from the date of the incident giving rise to the grievance, or when grievant knew or should have reasonably become aware of the facts giving rise to the grievance, the grievance shall be barred and waived.

E. FORMAL GRIEVANCE PROCESS, HUMAN RESOURCES DIRECTOR, DEPARTMENT HEAD. If the grievance is not resolved through the informal process, and the written grievance is filed within the time limits set forth above, the grievant shall discuss the grievance with the Human Resources Director and the Department Head within ten (10) business days. The Human Resources Director and the Department Head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to the grievant within five (5) business days after receiving the grievance.

F. FORMAL GRIEVANCE PROCESS, CITY MANAGER. If the grievance is not resolved in Subsection E above, or if no answer has been received from the Human Resources Director and Department Head within fifteen (15) business days from the presentation of the written grievance to the Human Resources Director and Department Head, the written grievance shall be presented to the City Manager, or a duly authorized designee, within ten (10) business days, for determination. Failure of the grievant to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the last Management grievance response. The City Manager, or a duly authorized designee, shall render a final decision on the merits of the grievance and comments, in writing, and return them to the grievant within ten (10) business days after receiving the grievance. After this procedure is exhausted, the grievant and the City shall have rights and remedies to pursue said grievance under the law. The City shall instruct its supervisors on the proper use and implementation of this grievance procedure and every reasonable effort shall be made by the employee and the supervisor to resolve the grievance at the informal step.

SECTION 25. TRAVEL EXPENSE ALLOWANCE. The City has established a Travel and Business Expense Reimbursement policy (Administrative Policy Number 4.13) to reimburse City employees when conducting City business, attending business or professional conferences, training seminars, or other travel on authorized City business.

Any employee who is required to travel in the performance of their duties or to attend an authorized meeting or conference or otherwise incurs expenses relating to the conduct of City business shall be reimbursed for reasonable expenses incurred for transportation, meals, lodging, and incidentals as outlined in the Finance Policy referenced above.

SECTION 26. EFFECTIVE DATES. This Resolution shall become effective on January 1, 2026 through December 31, 2026 unless otherwise amended.

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APPENDIX A

PART-TIME AND LIMITED DURATION
SALARY RANGES

EFFECTIVE DECEMBER 29, 2024

CLASSIFICATION TITLE	SALARY TYPE	RANGE	STEP A	STEP B	STEP C
Ambulance Operator	Monthly	418	2868	3015	3168
Assistant Pool Manager	Hourly	482	22.77	23.93	25.15
Assistant Recreation Services Coordinator	Hourly	509	26.05	27.38	28.78
Engineering Intern	Hourly	456	20.00	21.02	22.09
Lifeguard/Swim Instructor	Hourly	462	20.61	21.66	22.76
Management Intern	Hourly	456	20.00	21.02	22.09
Parking Control Officer I	Hourly	442	18.65	19.60	20.61
Parks and Facilities Attendant	Hourly	460	20.40	21.45	22.54
Police Cadet I	Hourly	430	17.57	18.47	19.40
Police Cadet II	Hourly	450	19.41	20.40	21.44
Police Recruit	Monthly	574	6245	N/A	N/A
Police Reserve Officer I	Hourly	472	21.66	22.77	23.93
Police Reserve Officer II	Hourly	432	17.74	18.65	19.60
Police Reserve Officer III	Hourly	418	16.55	17.39	18.28
Pool Manager	Hourly	502	25.16	26.45	27.79
Recreation Services Activity Specialist	Hourly	489	23.58	24.78	26.05
Recreation Services Leader I	Hourly	418	16.55	17.39	18.28
Recreation Services Leader II	Hourly	438	18.28	19.22	20.20
Recreation Services Leader III	Hourly	458	20.20	21.23	22.32
Swimming Attendant	Hourly	418	16.55	17.39	18.28

APPENDIX A (CONTINUED)

PART-TIME AND LIMITED DURATION
SALARY RANGES

EFFECTIVE DECEMBER 28, 2025

CLASSIFICATION TITLE	SALARY TYPE	RANGE	STEP A	STEP B	STEP C
Ambulance Operator	Monthly	423	2940	3091	3248
Assistant Pool Manager	Hourly	482	22.77	23.93	25.15
Assistant Recreation Services Coordinator	Hourly	509	26.05	27.38	28.78
Engineering Intern	Hourly	456	20.00	21.02	22.09
Lifeguard/Swim Instructor	Hourly	462	20.61	21.66	22.76
Management Intern	Hourly	456	20.00	21.02	22.09
Parking Control Officer I	Hourly	442	18.65	19.60	20.61
Parks and Facilities Attendant	Hourly	460	20.40	21.45	22.54
Police Cadet I	Hourly	430	17.57	18.47	19.40
Police Cadet II	Hourly	450	19.41	20.40	21.44
Police Recruit	Monthly	574	6245	N/A	N/A
Police Reserve Officer I	Hourly	477	22.21	23.34	24.53
Police Reserve Officer II	Hourly	437	18.19	19.12	20.09
Police Reserve Officer III	Hourly	423	16.96	17.83	18.74
Pool Manager	Hourly	502	25.16	26.45	27.79
Recreation Services Activity Specialist	Hourly	489	23.58	24.78	26.05
Recreation Services Leader I	Hourly	423	16.96	17.83	18.74
Recreation Services Leader II	Hourly	443	18.74	19.70	20.71
Recreation Services Leader III	Hourly	463	20.71	21.77	22.88
Swimming Attendant	Hourly	423	16.96	17.83	18.74

RESOLUTION NO. 11651

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RESCINDING RESOLUTION NO. 11639 AND AMENDING THE CITYWIDE PAY SCHEDULE IN ACCORDANCE WITH THE REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City of Orange, ("City"), contracts with the California Public Employees' Retirement System to provide retirement benefits for its employees; and

WHEREAS, per California Code of Regulations, Title 2, Section 570.5 ("Regulation 570.5"), the amount of "compensation earnable" pursuant to the Government Code is limited to the payrate listed on a pay schedule that meets certain requirements; and

WHEREAS, the attached Citywide Pay Schedule meets the following requirements of Regulation 570.5: (1) is duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws; (2) identifies the position title of every employee; (3) shows the pay rate for each position; (4) indicates the time base for each pay rate; (5) is posted at the office of the employer or immediately accessible for public review during normal business hours or posted on the employer's internet website; (6) indicates an effective date and date of any revisions; (7) is retained by the employer and available for public inspection for a period not less than five years; and (8) does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, on November 12, 2025, the City Council approved Resolution No. 11644, relating to the classification, compensation, and terms of employment of Executive Management and Senior Management Employees, with an effective date of June 29, 2025; and

WHEREAS, on December 9, 2025, the City Council approved Resolution No. 11650, relating to the classification, compensation, and terms of employment of Part-Time and Limited Duration Employees, with an effective date of December 28, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that Resolution No. 11639 is here by rescinded and the attached revised Citywide Pay Schedule is approved and incorporated.

ADOPTED this 9th day of December 2025.

_____

Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 9th day of December 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Attachment:
Attachment A - Citywide Pay Schedule – June 29, 2025
Attachment B - Citywide Pay Schedule – December 28, 2025

Attachment A

City of Orange
Citywide Pay Schedule - Revision Effective June 29, 2025
Approved by City Council on December 9, 2025

Classification Title	Group	Effective	Salary Type	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Accountant	OMEA	6/29/2025	Monthly	577	6,339	6,663	7,002	7,359	7,735	8,129		
Accounting Manager	SM	6/29/2025	Monthly	652	9,214	9,686	10,178	10,697	11,244	11,816		
Administrative Analyst I	SM	6/29/2025	Monthly	572	6,183	6,498	6,830	7,178	7,544	7,929		
Administrative Analyst II	SM	6/29/2025	Monthly	592	6,831	7,181	7,545	7,931	8,336	8,760		
Administrative Assistant	OMEA	6/29/2025	Monthly	525	4,891	5,141	5,403	5,678	5,968	6,272		
Administrative Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Administrative Services Director	EM	6/29/2025	Monthly	758	15,635	16,434	17,269	18,152	19,077	20,050		
Administrative Specialist	OMEA	6/29/2025	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Ambulance Operator	PT&LD	12/29/2024	Monthly	418	2,868	3,015	3,168					
Assistant City Attorney I	SM	6/29/2025	Monthly	698	11,590	12,183	12,802	13,456	14,143	14,864		
Assistant City Attorney II	SM	6/29/2025	Monthly	708	12,183	12,806	13,457	14,145	14,866	15,624		
Assistant City Manager	EM	6/29/2025	Monthly	767	16,353	17,189	18,063	18,986	19,954	20,971		
Assistant Community Devel. Director	SM	6/29/2025	Monthly	706	12,062	12,679	13,324	14,004	14,718	15,469		
Assistant Community Services Director	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Assistant Engineer	OMEA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Assistant Field Services Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Assistant Finance Director	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Assistant Human Resources Director	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Assistant Library Services Director	SM	6/29/2025	Monthly	652	9,214	9,686	10,178	10,697	11,244	11,816		
Assistant Planner	OMEA	6/29/2025	Monthly	564	5,941	6,244	6,563	6,897	7,249	7,619		
Assistant Pool Manager	PT&LD	12/4/2022	Hourly	482	22.77	23.93	25.15					
Assistant Public Works Director	SM	6/29/2025	Monthly	718	12,806	13,461	14,145	14,868	15,626	16,423		
Assistant Recreation Services Coordinator	PT&LD	7/1/2022	Hourly	509	26.05	27.38	28.78					
Assistant to the City Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Assistant Water Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Associate Civil Engineer	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Associate Engineer	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Associate Planner	OMEA	6/29/2025	Monthly	599	7,074	7,436	7,814	8,213	8,632	9,071		
Budget Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Budget Officer	SM	6/29/2025	Monthly	632	8,340	8,766	9,211	9,682	10,176	10,694		
Building and Safety Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Building Inspection Supervisor	OMA	6/29/2025	Monthly	605	7,289	7,662	8,051	8,462	8,894	9,347		
Building Inspector	OMEA	6/29/2025	Monthly	565	5,971	6,275	6,596	6,931	7,285	7,657		
Business License Inspector	OMEA	6/29/2025	Monthly	553	5,624	5,911	6,212	6,529	6,862	7,212		
Buyer	OMEA	6/29/2025	Monthly	561	5,853	6,152	6,465	6,795	7,142	7,505		
Chemical Sprayer	IBEW-M&C	12/31/2023	Monthly	503	4,383	4,606	4,841	5,088	5,348	5,620		
Chief Building Official	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
City Attorney	EM	6/29/2025	Monthly	N/A	23,375.00					26,520		
City Clerk Services Director	EM	6/29/2025	Monthly	662	9,685	10,181	10,698	11,244	11,818	12,420		
City Council/ Mayor - Elected	N/A	12/15/2022	Monthly	N/A	600							
City Manager	EM	6/29/2025	Monthly	N/A	26,678.24					27,200.00		
Civilian Investigative Officer	COPA	6/29/2025	Monthly	545P	5,404	5,680	5,969	6,274	6,594	6,930	7,207	
Code Compliance Manager	OMA	6/29/2025	Monthly	649	9,078	9,542	10,027	10,539	11,077	11,641		
Code Compliance Officer	OMEA	6/29/2025	Monthly	559	5,795	6,090	6,401	6,727	7,070	7,431		
Code Compliance Supervisor	OMA	6/29/2025	Monthly	605	7,289	7,662	8,051	8,462	8,894	9,347		
Combination Building Inspector	OMEA	6/29/2025	Monthly	575	6,276	6,596	6,933	7,286	7,658	8,049		
Community Development Director	EM	6/29/2025	Monthly	748	14,873	15,634	16,428	17,268	18,148	19,073		
Community Services Director	EM	6/29/2025	Monthly	743	14,507	15,249	16,024	16,842	17,701	18,604		
Construction Inspection Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Construction Inspector I	OMEA	6/29/2025	Monthly	546	5,431	5,708	5,999	6,305	6,627	6,965		
Construction Inspector II	OMEA	6/29/2025	Monthly	566	6,001	6,307	6,629	6,966	7,322	7,695		
Contract Administrator	OMEA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Court Liaison Officer	COPA	6/29/2025	Monthly	535P	5,141	5,403	5,679	5,969	6,273	6,593	6,856	
Crime Analyst	SM	6/29/2025	Monthly	590	6,764	7,109	7,470	7,852	8,253	8,673		
Crime Prevention Specialist	COPA	6/29/2025	Monthly	553P	5,624	5,911	6,212	6,529	6,862	7,212	7,501	
Custodian	IBEW-M&C	12/31/2023	Monthly	461	3,554	3,736	3,926	4,127	4,337	4,558		
Deputy City Clerk	SM	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Deputy City Manager	SM	6/29/2025	Monthly	706	12,062	12,679	13,324	14,004	14,718	15,469		
Deputy Public Works Director	SM	6/29/2025	Monthly	708	12,183	12,806	13,457	14,145	14,866	15,624		
Development Project Manager	OMA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Digital Marketing Coordinator	OMA	6/29/2025	Monthly	580	6,435	6,763	7,108	7,470	7,851	8,252		
Economic Development Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Economic Development Project Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Emergency Manager	SM	6/29/2025	Monthly	657	9,448	9,930	10,435	10,968	11,528	12,114		
Emergency Medical Services Manager	OFMA	6/29/2025	Monthly	657	9,448	9,930	10,435	10,968	11,528	12,114		
Employee Benefits Analyst	SM	6/29/2025	Monthly	585	6,597	6,934	7,287	7,659	8,050	8,461		
Engineering Intern	PT&LD	12/3/2023	Hourly	456	20.00	21.02	22.09					
Engineering Technician I	OMEA	6/29/2025	Monthly	535	5,141	5,403	5,679	5,969	6,273	6,593		
Engineering Technician II	OMEA	6/29/2025	Monthly	555	5,680	5,970	6,274	6,595	6,930	7,284		
Environmental Compliance Specialist	OMEA	6/29/2025	Monthly	559	5,795	6,090	6,401	6,727	7,070	7,431		
Environmental Program Manager	OMA	6/29/2025	Monthly	658	9,494	9,980	10,487	11,022	11,585	12,175		
Environmental Scientist	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Equipment Maint Leadworker	IBEW-M&C	12/31/2023	Monthly	548	5,485	5,766	6,059	6,369	6,693	7,035		
Equipment Maintenance Supervisor	OMA	6/29/2025	Monthly	604	7,253	7,624	8,011	8,420	8,850	9,300		
Equipment Mechanic I	IBEW-M&C	12/31/2023	Monthly	518	4,723	4,964	5,217	5,483	5,763	6,057		
Equipment Mechanic II	IBEW-M&C	12/31/2023	Monthly	538	5,219	5,485	5,765	6,059	6,368	6,692		

Attachment A (Continued)

City of Orange
Citywide Pay Schedule - Revision Effective June 29, 2025
Approved by City Council on December 9, 2025

Classification Title	Group	Effective	Salary Type	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Equipment Operator	IBEW-M&C	12/31/2023	Monthly	530	5,015	5,270	5,540	5,822	6,118	6,431		
Equipment Parts Technician	IBEW-M&C	12/31/2023	Monthly	518	4,723	4,964	5,217	5,483	5,763	6,057		
Executive Assistant	SM	6/29/2025	Monthly	539	5,245	5,512	5,794	6,089	6,400	6,725		
Executive Assistant to the Chief	SM	6/29/2025	Monthly	559	5,795	6,090	6,401	6,727	7,070	7,431		
Facilities Maintenance Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Field Services Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Finance Assistant	OMEA	6/29/2025	Monthly	538	5,219	5,485	5,765	6,059	6,368	6,692		
Finance Clerk	OMEA	6/29/2025	Monthly	503	4,383	4,606	4,841	5,088	5,348	5,620		
Finance Coordinator	OMA	6/29/2025	Monthly	581	6,467	6,796	7,144	7,508	7,890	8,293		
Finance Director	EM	6/29/2025	Monthly	748	14,873	15,634	16,428	17,268	18,148	19,073		
Finance Manager	SM	6/29/2025	Monthly	624	8,014	8,423	8,851	9,303	9,779	10,276		
Finance Supervisor	OMA	6/29/2025	Monthly	601	7,145	7,510	7,892	8,295	8,718	9,162		
Financial Analyst	SM	6/29/2025	Monthly	596	6,969	7,325	7,697	8,091	8,504	8,937		
Fire Battalion Chief	OFMA	6/29/2025	Monthly	718.5	12,838	13,495	14,181	14,905	15,665	16,464		
Fire Captain	Local 2384	6/29/2025	Monthly	F669.5	11,975	11,975	11,975	11,975	11,975			
Fire Chief	EM	6/29/2025	Monthly	773	16,851	17,712	18,613	19,563	20,561	21,609		
Fire Engineer	Local 2384	6/30/2024	Monthly	F638.5	8,439	8,861	9,304	9,769	10,257			
Fire Inspector/Investigator	Local 2384	6/30/2024	Monthly	F657.5	11,278	11,278	11,278	11,278	11,278			
Fire Safety Specialist	Local 2384	6/30/2024	Monthly	F619.5	7,675	8,059	8,462	8,885	9,329			
Firefighter	Local 2384	6/30/2024	Monthly	F613.5	7,448	7,821	8,212	8,622	9,054			
Forensic Services Specialist	COPA	6/29/2025	Monthly	545P	5,404	5,680	5,969	6,274	6,594	6,930	7,207	
GIS Analyst	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Hazardous Materials Spec	Local 2384	6/30/2024	Monthly	F639.5	8,481	8,905	9,350	9,818	10,309			
Historic Preservation Planner	OMA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Homeless Outreach Specialist	COPA	6/29/2025	Monthly	541P	5,297	5,568	5,851	6,150	6,463	6,793	7,065	
Housing Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Housing Specialist	OMEA	6/29/2025	Monthly	559	5,795	6,090	6,401	6,727	7,070	7,431		
Human Resources Analyst I	SM	6/29/2025	Monthly	577	6,339	6,663	7,002	7,359	7,735	8,129		
Human Resources Analyst II	SM	6/29/2025	Monthly	604	7,253	7,624	8,011	8,420	8,850	9,300		
Human Resources Director	EM	6/29/2025	Monthly	743	14,507	15,249	16,024	16,842	17,701	18,604		
Human Resources Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Human Resources Technician	OMEA	6/29/2025	Monthly	533	5,090	5,350	5,623	5,909	6,211	6,527		
Information Technology Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Information Technology Project Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Information Technology Specialist	OMA	6/29/2025	Monthly	580	6,435	6,763	7,108	7,470	7,851	8,252		
Information Technology Supervisor	OMA	6/29/2025	Monthly	605	7,289	7,662	8,051	8,462	8,894	9,347		
Intergovernmental & Comm Affairs Mgr	SM	6/29/2025	Monthly	684	10,809	11,361	11,939	12,549	13,189	13,861		
Internal Audit Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Investment/Revenue Officer	SM	6/29/2025	Monthly	612	7,548	7,934	8,337	8,763	9,210	9,679		
Landscape Coordinator	OMA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Lead Business License Inspector	OMEA	6/29/2025	Monthly	563	5,911	6,213	6,530	6,863	7,213	7,581		
Lead Custodian	IBEW-M&C	12/31/2023	Monthly	491	4,129	4,339	4,560	4,793	5,037	5,293		
Lead Finance Clerk	OMEA	6/29/2025	Monthly	563	5,911	6,213	6,530	6,863	7,213	7,581		
Legal Assistant	OMA	6/29/2025	Monthly	553	5,624	5,911	6,212	6,529	6,862	7,212		
Librarian I	OMEA	6/29/2025	Monthly	541	5,297	5,568	5,851	6,150	6,463	6,793		
Librarian II	OMEA	6/29/2025	Monthly	561	5,853	6,152	6,465	6,795	7,142	7,505		
Librarian III	OMEA	6/29/2025	Monthly	581	6,467	6,796	7,144	7,508	7,890	8,293		
Library Assistant	OMEA	6/29/2025	Monthly	501	4,339	4,561	4,793	5,038	5,295	5,565		
Library Clerk	OMEA	6/29/2025	Monthly	455	3,450	3,626	3,810	4,005	4,209	4,423		
Library Literacy Coordinator	OMEA	6/29/2025	Monthly	541	5,297	5,568	5,851	6,150	6,463	6,793		
Library Manager I	OMA	6/29/2025	Monthly	609	7,436	7,816	8,213	8,633	9,073	9,535		
Library Manager II	OMA	6/29/2025	Monthly	619	7,817	8,216	8,633	9,074	9,538	10,023		
Library Page	OMEA	6/29/2025	Monthly	426	2,985	3,138	3,297	3,466	3,642	3,828		
Library Services Director	EM	6/29/2025	Monthly	713	12,491	13,129	13,797	14,502	15,241	16,018		
Library Support Services Assistant	OMEA	6/29/2025	Monthly	501	4,339	4,561	4,793	5,038	5,295	5,565		
Library Tech & Support Services Mgr	OMA	6/29/2025	Monthly	619	7,817	8,216	8,633	9,074	9,538	10,023		
Library Technology Assistant	OMEA	6/29/2025	Monthly	501	4,339	4,561	4,793	5,038	5,295	5,565		
Library Technology Coordinator	OMEA	6/29/2025	Monthly	561	5,853	6,152	6,465	6,795	7,142	7,505		
Library Technology Specialist	OMEA	6/29/2025	Monthly	541	5,297	5,568	5,851	6,150	6,463	6,793		
Library Volunteer Coordinator	OMEA	6/29/2025	Monthly	525	4,891	5,141	5,403	5,678	5,968	6,272		
Lifeguard/Swim Instructor	PT&LD	12/4/2022	Hourly	462	20.61	21.66	22.76					
Maintenance Worker	IBEW-M&C	12/31/2023	Monthly	480	3,907	4,107	4,316	4,537	4,768	5,011		
Management Intern	PT&LD	12/3/2023	Hourly	456	20.00	21.02	22.09					
Manager of Trans Svcs/City Traffic Eng	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Network/Security Analyst	SM	6/29/2025	Monthly	623	7,974	8,381	8,807	9,257	9,730	10,225		
Office Assistant	OMEA	6/29/2025	Monthly	475	3,812	4,006	4,210	4,425	4,650	4,887		
Parking Control Officer I	PT&LD	12/4/2022	Hourly	442	18.65	19.60	20.61					
Parking Control Officer II	COPA	6/29/2025	Monthly	512P	4,583	4,818	5,063	5,322	5,594	5,878	6,113	
Parks and Facilities Attendant	PT&LD	12/4/2022	Hourly	460	20.40	21.45	22.54					
Parks and Facilities Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Parks Maint Leadworker	IBEW-M&C	12/31/2023	Monthly	538	5,219	5,485	5,765	6,059	6,368	6,692		
Parks Maintenance Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Parks Maintenance Worker I	IBEW-M&C	12/31/2023	Monthly	480	3,907	4,107	4,316	4,537	4,768	5,011		
Parks Maintenance Worker II	IBEW-M&C	12/31/2023	Monthly	500	4,317	4,538	4,770	5,013	5,268	5,537		
Payroll Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Payroll Specialist	OMA	6/29/2025	Monthly	573	6,214	6,530	6,864	7,214	7,582	7,969		
Payroll Technician	OMEA	6/29/2025	Monthly	563	5,911	6,213	6,530	6,863	7,213	7,581		

Attachment A (Continued)

City of Orange
Citywide Pay Schedule - Revision Effective June 29, 2025
Approved by City Council on December 9, 2025

Classification Title	Group	Effective	Salary Type	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Permit Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Permit Technician	OMEA	6/29/2025	Monthly	525	4,891	5,141	5,403	5,678	5,968	6,272		
Plan Check Engineer	OMEA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Plan Examiner	Local 2384	6/30/2024	Monthly	F639.5	8,481	8,905	9,350	9,818	10,309			
Planning Technician	OMEA	6/29/2025	Monthly	534	5,116	5,376	5,651	5,939	6,242	6,560		
Planning Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Police Administrative Assistant	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Armorer	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Cadet I	PT&LD	12/4/2022	Hourly	430	17.57	18.47	19.40					
Police Cadet II	PT&LD	12/4/2022	Hourly	450	19.41	20.40	21.44					
Police Captain	PMA	6/29/2025	Monthly	763C	16,029	16,848	17,705	18,609	19,558	20,555	21,377	
Police Chief	EM	6/29/2025	Monthly	794	18,714	19,671	20,671	21,726	22,835	23,999		
Police Clerk	COPA	6/29/2025	Monthly	504P	4,405	4,629	4,865	5,114	5,374	5,648	5,874	
Police Code Enforcement Officer	COPA	6/29/2025	Monthly	578P	6,371	6,696	7,037	7,396	7,773	8,170	8,497	
Police Communications Manager	PMA	6/29/2025	Monthly	633PM	8,381	8,810	9,258	9,731	10,227	10,748	11,124	
Police Dispatch Shift Supervisor	COPA	6/29/2025	Monthly	582P	6,499	6,831	7,179	7,545	7,930	8,335	8,668	
Police Dispatcher	COPA	6/29/2025	Monthly	564P	5,941	6,244	6,563	6,897	7,249	7,619	7,924	
Police Jailer	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Lieutenant	PMA	6/29/2025	Monthly	723SL	13,130	13,801	14,503	15,243	16,021	16,837	17,847	18,561
Police Officer	COPA	6/29/2025	Monthly	627P	8,134	8,550	8,985	9,443	9,926	10,431	10,849	
Police Records Clerk	COPA	6/29/2025	Monthly	504P	4,405	4,629	4,865	5,114	5,374	5,648	5,874	
Police Records Manager	PMA	6/29/2025	Monthly	632PM	8,340	8,766	9,212	9,682	10,176	10,694	11,069	
Police Records Shift Supervisor	COPA	6/29/2025	Monthly	564P	5,941	6,244	6,563	6,897	7,249	7,619	7,924	
Police Recruit	PT&LD	12/4/2022	Monthly	574	6,245							
Police Reserve Officer I	PT&LD	12/29/2024	Hourly	472	21.66	22.77	23.93					
Police Reserve Officer II	PT&LD	12/29/2024	Hourly	432	17.74	18.65	19.60					
Police Reserve Officer III	PT&LD	12/29/2024	Hourly	418	16.55	17.39	18.28					
Police Sergeant	PMA	6/29/2025	Monthly	681SL	10,648	11,193	11,762	12,362	12,994	13,655	14,474	15,053
Police Services Officer	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Subpoenas & Warrants Specialist	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Training Coordinator	COPA	6/29/2025	Monthly	535P	5,141	5,403	5,679	5,969	6,273	6,593	6,856	
Police Volunteer Coordinator	COPA	6/29/2025	Monthly	553P	5,624	5,911	6,212	6,529	6,862	7,212	7,501	
Pool Manager	PT&LD	12/4/2022	Hourly	502	25.16	26.45	27.79					
Principal Civil Engineer	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Principal Planner	SM	6/29/2025	Monthly	662	9,685	10,181	10,698	11,244	11,818	12,420		
Project Development Coordinator	OMA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Project Engineer	OMEA	6/29/2025	Monthly	616	7,700	8,094	8,505	8,940	9,396	9,874		
Property Officer	COPA	6/29/2025	Monthly	539P	5,245	5,512	5,794	6,089	6,400	6,725	6,995	
Public Affairs & Information Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Public Works Administrator	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Public Works Director	EM	6/29/2025	Monthly	748	14,873	15,634	16,428	17,268	18,148	19,073		
Public Works Maintenance Leadworker	IBEW-M&C	12/31/2023	Monthly	538	5,219	5,485	5,765	6,059	6,368	6,692		
Public Works Maintenance Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Public Works Maintenance Worker I	IBEW-M&C	12/31/2023	Monthly	480	3,907	4,107	4,316	4,537	4,768	5,011		
Public Works Maintenance Worker II	IBEW-M&C	12/31/2023	Monthly	500	4,317	4,538	4,770	5,013	5,268	5,537		
Purchasing Officer	SM	6/29/2025	Monthly	624	8,014	8,423	8,851	9,303	9,779	10,276		
Records Coordinator	OMA	6/29/2025	Monthly	566	6,001	6,307	6,629	6,966	7,322	7,695		
Recreation Services Activity Specialist	PT&LD	7/1/2022	Hourly	489	23.58	24.78	26.05					
Recreation Services Coordinator	OMEA	6/29/2025	Monthly	542	5,324	5,595	5,881	6,181	6,496	6,827		
Recreation Services Leader I	PT&LD	12/29/2024	Hourly	418	16.55	17.39	18.28					
Recreation Services Leader II	PT&LD	12/29/2024	Hourly	438	18.28	19.22	20.20					
Recreation Services Leader III	PT&LD	12/29/2024	Hourly	458	20.20	21.23	22.32					
Recreation Services Manager	SM	6/29/2025	Monthly	663	9,734	10,232	10,752	11,300	11,878	12,482		
Recreation Services Supervisor	OMA	6/29/2025	Monthly	599	7,074	7,436	7,814	8,213	8,632	9,071		
Risk Management Analyst	SM	6/29/2025	Monthly	575	6,276	6,596	6,933	7,286	7,658	8,049		
Risk Manager	SM	6/29/2025	Monthly	677	10,438	10,972	11,529	12,118	12,736	13,386		
School Crossing Guard	PT&LD	12/4/2022	Hourly	430	17.57	18.47	19.40					
School Crossing Guard Supervisor	PT&LD	12/4/2022	Hourly	470	21.45	22.54	23.69					
Senior Accountant	OMA	6/29/2025	Monthly	597	7,004	7,362	7,736	8,131	8,546	8,981		
Senior Administrative Analyst	SM	6/29/2025	Monthly	622	7,934	8,340	8,763	9,211	9,681	10,174		
Senior Assistant City Attorney	SM	6/29/2025	Monthly	728	13,461	14,149	14,869	15,628	16,425	17,263		
Senior Assistant to the City Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Senior Buyer	OMA	6/29/2025	Monthly	581	6,467	6,796	7,144	7,508	7,890	8,293		
Senior Civil Engineer	OMA	6/29/2025	Monthly	658	9,494	9,980	10,487	11,022	11,585	12,175		
Senior Code Compliance Officer	OMEA	6/29/2025	Monthly	579	6,403	6,729	7,073	7,433	7,812	8,211		
Senior Combo. Building Inspector	OMEA	6/29/2025	Monthly	595	6,935	7,289	7,659	8,050	8,461	8,892		
Senior Contract Administrator	OMA	6/29/2025	Monthly	626	8,094	8,507	8,940	9,397	9,877	10,379		
Senior Econ Development Project Mgr	SM	6/29/2025	Monthly	668	9,980	10,490	11,023	11,586	12,178	12,798		
Senior Emergency Medical Svcs Mgr	OFMA	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Senior Executive Assistant to the City Council and the City Manager	SM	6/29/2025	Monthly	589	6,730	7,074	7,433	7,813	8,212	8,630		
Senior Finance Clerk	OMEA	6/29/2025	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Senior Fire Inspection Specialist	OMA	6/29/2025	Monthly	615	7,662	8,054	8,463	8,895	9,349	9,825		
Senior GIS Analyst	OMA	6/29/2025	Monthly	649	9,078	9,542	10,027	10,539	11,077	11,641		
Senior Housing Manager	SM	6/29/2025	Monthly	668	9,980	10,490	11,023	11,586	12,178	12,798		
Senior Human Resources Analyst	SM	6/29/2025	Monthly	634	8,423	8,854	9,304	9,779	10,278	10,802		

Attachment A (Continued)

City of Orange
Citywide Pay Schedule - Revision Effective June 29, 2025
Approved by City Council on December 9, 2025

Classification Title	Group	Effective	Salary Type	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Senior Landscape Coordinator	OMA	6/29/2025	Monthly	626	8,094	8,507	8,940	9,397	9,877	10,379		
Senior Legal Assistant	OMA	6/29/2025	Monthly	573	6,214	6,530	6,864	7,214	7,582	7,969		
Senior Library Clerk	OMEA	6/29/2025	Monthly	485	4,006	4,211	4,426	4,651	4,888	5,138		
Senior Library Manager	SM	6/29/2025	Monthly	632	8,340	8,766	9,211	9,682	10,176	10,694		
Senior Office Assistant	OMEA	6/29/2025	Monthly	495	4,212	4,426	4,652	4,890	5,138	5,401		
Senior Payroll Specialist	OMA	6/29/2025	Monthly	583	6,531	6,865	7,215	7,583	7,970	8,377		
Senior Permit Technician	OMEA	6/29/2025	Monthly	545	5,404	5,680	5,969	6,274	6,594	6,930		
Senior Plan Check Engineer	OMA	6/29/2025	Monthly	658	9,494	9,980	10,487	11,022	11,585	12,175		
Senior Planner	OMA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Senior Police Clerk	COPA	6/29/2025	Monthly	524P	4,867	5,115	5,376	5,650	5,938	6,241	6,490	
Senior Traffic Signal Technician	OMEA	6/29/2025	Monthly	595	6,935	7,289	7,659	8,050	8,461	8,892		
Senior Water Meter Service Wkr	IBEW-WTR	12/31/2023	Monthly	536	5,167	5,430	5,707	5,998	6,304	6,626		
Senior Water Quality Inspector	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Skilled Maint Leadworker	IBEW-M&C	12/31/2023	Monthly	543	5,351	5,623	5,910	6,212	6,528	6,861		
Skilled Maintenance Wkr -Water	IBEW-WTR	12/31/2023	Monthly	533	5,090	5,350	5,623	5,909	6,211	6,527		
Skilled Maintenance Worker – Facilities	IBEW-M&C	12/31/2023	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Skilled Maintenance Worker – Parks	IBEW-M&C	12/31/2023	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Skilled Maintenance Worker – Public Works	IBEW-M&C	12/31/2023	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Stock Clerk	OMEA	6/29/2025	Monthly	484	3,987	4,190	4,404	4,628	4,864	5,112		
Swimming Attendant	PT&LD	12/29/2024	Hourly	418	16.55	17.39	18.28					
Systems Analyst	SM	6/29/2025	Monthly	623	7,974	8,381	8,807	9,257	9,730	10,225		
Traffic Management Center Tech	OMEA	6/29/2025	Monthly	595	6,935	7,289	7,659	8,050	8,461	8,892		
Traffic Operations Superintendent	OMA	6/29/2025	Monthly	614	7,624	8,014	8,421	8,851	9,302	9,776		
Traffic Signal Technician I	OMEA	6/29/2025	Monthly	535	5,141	5,403	5,679	5,969	6,273	6,593		
Traffic Signal Technician II	OMEA	6/29/2025	Monthly	555	5,680	5,970	6,274	6,595	6,930	7,284		
Transportation Analyst	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Tree Services Coordinator	OMA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Warehouse/Inventory Specialist	OMEA	6/29/2025	Monthly	542	5,324	5,595	5,881	6,181	6,496	6,827		
Water Maintenance Leadworker	IBEW-WTR	12/31/2023	Monthly	553	5,624	5,911	6,212	6,529	6,862	7,212		
Water Maintenance Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Water Maintenance Worker I	IBEW-WTR	12/31/2023	Monthly	494	4,191	4,404	4,629	4,865	5,112	5,374		
Water Maintenance Worker II	IBEW-WTR	12/31/2023	Monthly	514	4,629	4,866	5,114	5,375	5,650	5,937		
Water Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Water Meter Service Worker I	IBEW-WTR	12/31/2023	Monthly	502	4,361	4,584	4,817	5,063	5,321	5,593		
Water Meter Service Worker II	IBEW-WTR	12/31/2023	Monthly	522	4,818	5,064	5,322	5,594	5,879	6,179		
Water Plant Operator I	IBEW-WTR	12/31/2023	Monthly	532	5,065	5,323	5,595	5,880	6,180	6,495		
Water Plant Operator II	IBEW-WTR	12/31/2023	Monthly	552	5,596	5,882	6,181	6,497	6,828	7,176		
Water Quality Inspector	OMA	6/29/2025	Monthly	574	6,245	6,563	6,898	7,250	7,620	8,008		
Water Yard Storekeeper	IBEW-WTR	12/31/2023	Monthly	524	4,867	5,115	5,376	5,650	5,938	6,241		

Group Key:
COPA: City of Orange Police Association
EM: Executive Management
IBEW-WTR: International Brotherhood of Electrical Workers Local 47 - Water
Local 2384: Orange City Firefighters, Inc. Local 2384
OFMA: Orange City Fire Management Association
OMA: Orange Management Association
IBEW-M&C: International Brotherhood of Electrical Workers Local 47 - Maintenance and Crafts
OMEA: Orange Municipal Employees' Association
PMA: Police Management Association
PT&LD: Part-Time & Limited Duration Employees
SM: Senior Management

Attachment B

City of Orange

Citywide Pay Schedule - Revision Effective December 28, 2025

Approved by City Council on December 9, 2025

Classification Title	Group	Effective	Salary Type	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Accountant	OMEA	6/29/2025	Monthly	577	6,339	6,663	7,002	7,359	7,735	8,129		
Accounting Manager	SM	6/29/2025	Monthly	652	9,214	9,686	10,178	10,697	11,244	11,816		
Administrative Analyst I	SM	6/29/2025	Monthly	572	6,183	6,498	6,830	7,178	7,544	7,929		
Administrative Analyst II	SM	6/29/2025	Monthly	592	6,831	7,181	7,545	7,931	8,336	8,760		
Administrative Assistant	OMEA	6/29/2025	Monthly	525	4,891	5,141	5,403	5,678	5,968	6,272		
Administrative Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Administrative Services Director	EM	6/29/2025	Monthly	758	15,635	16,434	17,269	18,152	19,077	20,050		
Administrative Specialist	OMEA	6/29/2025	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Ambulance Operator	PT&LD	12/28/2025	Monthly	423	2,940	3,091	3,248					
Assistant City Attorney I	SM	6/29/2025	Monthly	698	11,590	12,183	12,802	13,456	14,143	14,864		
Assistant City Attorney II	SM	6/29/2025	Monthly	708	12,183	12,806	13,457	14,145	14,866	15,624		
Assistant City Manager	EM	6/29/2025	Monthly	767	16,353	17,189	18,063	18,986	19,954	20,971		
Assistant Community Devel. Director	SM	6/29/2025	Monthly	706	12,062	12,679	13,324	14,004	14,718	15,469		
Assistant Community Services Director	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Assistant Engineer	OMEA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Assistant Field Services Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Assistant Finance Director	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Assistant Human Resources Director	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Assistant Library Services Director	SM	6/29/2025	Monthly	652	9,214	9,686	10,178	10,697	11,244	11,816		
Assistant Planner	OMEA	6/29/2025	Monthly	564	5,941	6,244	6,563	6,897	7,249	7,619		
Assistant Pool Manager	PT&LD	12/4/2022	Hourly	482	22.77	23.93	25.15					
Assistant Public Works Director	SM	6/29/2025	Monthly	718	12,806	13,461	14,145	14,868	15,626	16,423		
Assistant Recreation Services Coordinator	PT&LD	7/1/2022	Hourly	509	26.05	27.38	28.78					
Assistant to the City Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Assistant Water Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Associate Civil Engineer	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Associate Engineer	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Associate Planner	OMEA	6/29/2025	Monthly	599	7,074	7,436	7,814	8,213	8,632	9,071		
Budget Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Budget Officer	SM	6/29/2025	Monthly	632	8,340	8,766	9,211	9,682	10,176	10,694		
Building and Safety Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Building Inspection Supervisor	OMA	6/29/2025	Monthly	605	7,289	7,662	8,051	8,462	8,894	9,347		
Building Inspector	OMEA	6/29/2025	Monthly	565	5,971	6,275	6,596	6,931	7,285	7,657		
Business License Inspector	OMEA	6/29/2025	Monthly	553	5,624	5,911	6,212	6,529	6,862	7,212		
Buyer	OMEA	6/29/2025	Monthly	561	5,853	6,152	6,465	6,795	7,142	7,505		
Chemical Sprayer	IBEW-M&C	12/31/2023	Monthly	503	4,383	4,606	4,841	5,088	5,348	5,620		
Chief Building Official	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
City Attorney	EM	6/29/2025	Monthly	N/A						23,375.00		
City Clerk Services Director	EM	6/29/2025	Monthly	662	9,685	10,181	10,698	11,244	11,818	12,420		
City Council/ Mayor - Elected	N/A	12/15/2022	Monthly	N/A	600							
City Manager	EM	6/29/2025	Monthly	N/A						27,200.00		
Civilian Investigative Officer	COPA	6/29/2025	Monthly	545P	5,404	5,680	5,969	6,274	6,594	6,930	7,207	
Code Compliance Manager	OMA	6/29/2025	Monthly	649	9,078	9,542	10,027	10,539	11,077	11,641		
Code Compliance Officer	OMEA	6/29/2025	Monthly	559	5,795	6,090	6,401	6,727	7,070	7,431		
Code Compliance Supervisor	OMA	6/29/2025	Monthly	605	7,289	7,662	8,051	8,462	8,894	9,347		
Combination Building Inspector	OMEA	6/29/2025	Monthly	575	6,276	6,596	6,933	7,286	7,658	8,049		
Community Development Director	EM	6/29/2025	Monthly	748	14,873	15,634	16,428	17,268	18,148	19,073		
Community Services Director	EM	6/29/2025	Monthly	743	14,507	15,249	16,024	16,842	17,701	18,604		
Construction Inspection Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Construction Inspector I	OMEA	6/29/2025	Monthly	546	5,431	5,708	5,999	6,305	6,627	6,965		
Construction Inspector II	OMEA	6/29/2025	Monthly	566	6,001	6,307	6,629	6,966	7,322	7,695		
Contract Administrator	OMEA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Court Liaison Officer	COPA	6/29/2025	Monthly	535P	5,141	5,403	5,679	5,969	6,273	6,593	6,856	
Crime Analyst	SM	6/29/2025	Monthly	590	6,764	7,109	7,470	7,852	8,253	8,673		
Crime Prevention Specialist	COPA	6/29/2025	Monthly	553P	5,624	5,911	6,212	6,529	6,862	7,212	7,501	
Custodian	IBEW-M&C	12/31/2023	Monthly	461	3,554	3,736	3,926	4,127	4,337	4,558		
Deputy City Clerk	SM	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Deputy City Manager	SM	6/29/2025	Monthly	706	12,062	12,679	13,324	14,004	14,718	15,469		
Deputy Public Works Director	SM	6/29/2025	Monthly	708	12,183	12,806	13,457	14,145	14,866	15,624		
Development Project Manager	OMA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Digital Marketing Coordinator	OMA	6/29/2025	Monthly	580	6,435	6,763	7,108	7,470	7,851	8,252		
Economic Development Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Economic Development Project Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Emergency Manager	SM	6/29/2025	Monthly	657	9,448	9,930	10,435	10,968	11,528	12,114		
Emergency Medical Services Manager	OFMA	6/29/2025	Monthly	657	9,448	9,930	10,435	10,968	11,528	12,114		
Employee Benefits Analyst	SM	6/29/2025	Monthly	585	6,597	6,934	7,287	7,659	8,050	8,461		
Engineering Intern	PT&LD	12/3/2023	Hourly	456	20.00	21.02	22.09					
Engineering Technician I	OMEA	6/29/2025	Monthly	535	5,141	5,403	5,679	5,969	6,273	6,593		
Engineering Technician II	OMEA	6/29/2025	Monthly	555	5,680	5,970	6,274	6,595	6,930	7,284		
Environmental Compliance Specialist	OMEA	6/29/2025	Monthly	559	5,795	6,090	6,401	6,727	7,070	7,431		
Environmental Program Manager	OMA	6/29/2025	Monthly	658	9,494	9,980	10,487	11,022	11,585	12,175		
Environmental Scientist	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Equipment Maint Leadworker	IBEW-M&C	12/31/2023	Monthly	548	5,485	5,766	6,059	6,369	6,693	7,035		
Equipment Maintenance Supervisor	OMA	6/29/2025	Monthly	604	7,253	7,624	8,011	8,420	8,850	9,300		
Equipment Mechanic I	IBEW-M&C	12/31/2023	Monthly	518	4,723	4,964	5,217	5,483	5,763	6,057		
Equipment Mechanic II	IBEW-M&C	12/31/2023	Monthly	538	5,219	5,485	5,765	6,059	6,368	6,692		

Attachment B (Continued)

City of Orange
Citywide Pay Schedule - Revision Effective December 28, 2025
Approved by City Council on December 9, 2025

Classification Title	Group	Effective	Salary Type	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Equipment Operator	IBEW-M&C	12/31/2023	Monthly	530	5,015	5,270	5,540	5,822	6,118	6,431		
Equipment Parts Technician	IBEW-M&C	12/31/2023	Monthly	518	4,723	4,964	5,217	5,483	5,763	6,057		
Executive Assistant	SM	6/29/2025	Monthly	539	5,245	5,512	5,794	6,089	6,400	6,725		
Executive Assistant to the Chief	SM	6/29/2025	Monthly	559	5,795	6,090	6,401	6,727	7,070	7,431		
Facilities Maintenance Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Field Services Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Finance Assistant	OMEA	6/29/2025	Monthly	538	5,219	5,485	5,765	6,059	6,368	6,692		
Finance Clerk	OMEA	6/29/2025	Monthly	503	4,383	4,606	4,841	5,088	5,348	5,620		
Finance Coordinator	OMA	6/29/2025	Monthly	581	6,467	6,796	7,144	7,508	7,890	8,293		
Finance Director	EM	6/29/2025	Monthly	748	14,873	15,634	16,428	17,268	18,148	19,073		
Finance Manager	SM	6/29/2025	Monthly	624	8,014	8,423	8,851	9,303	9,779	10,276		
Finance Supervisor	OMA	6/29/2025	Monthly	601	7,145	7,510	7,892	8,295	8,718	9,162		
Financial Analyst	SM	6/29/2025	Monthly	596	6,969	7,325	7,697	8,091	8,504	8,937		
Fire Battalion Chief	OFMA	6/29/2025	Monthly	718.5	12,838	13,495	14,181	14,905	15,665	16,464		
Fire Captain	Local 2384	6/29/2025	Monthly	F669.5	11,975	11,975	11,975	11,975	11,975			
Fire Chief	EM	6/29/2025	Monthly	773	16,851	17,712	18,613	19,563	20,561	21,609		
Fire Engineer	Local 2384	6/30/2024	Monthly	F638.5	8,439	8,861	9,304	9,769	10,257			
Fire Inspector/Investigator	Local 2384	6/30/2024	Monthly	F657.5	11,278	11,278	11,278	11,278	11,278			
Fire Safety Specialist	Local 2384	6/30/2024	Monthly	F619.5	7,675	8,059	8,462	8,885	9,329			
Firefighter	Local 2384	6/30/2024	Monthly	F613.5	7,448	7,821	8,212	8,622	9,054			
Forensic Services Specialist	COPA	6/29/2025	Monthly	545P	5,404	5,680	5,969	6,274	6,594	6,930	7,207	
GIS Analyst	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Hazardous Materials Spec	Local 2384	6/30/2024	Monthly	F639.5	8,481	8,905	9,350	9,818	10,309			
Historic Preservation Planner	OMA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Homeless Outreach Specialist	COPA	6/29/2025	Monthly	541P	5,297	5,568	5,851	6,150	6,463	6,793	7,065	
Housing Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Housing Specialist	OMEA	6/29/2025	Monthly	559	5,795	6,090	6,401	6,727	7,070	7,431		
Human Resources Analyst I	SM	6/29/2025	Monthly	577	6,339	6,663	7,002	7,359	7,735	8,129		
Human Resources Analyst II	SM	6/29/2025	Monthly	604	7,253	7,624	8,011	8,420	8,850	9,300		
Human Resources Director	EM	6/29/2025	Monthly	743	14,507	15,249	16,024	16,842	17,701	18,604		
Human Resources Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Human Resources Technician	OMEA	6/29/2025	Monthly	533	5,090	5,350	5,623	5,909	6,211	6,527		
Information Technology Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Information Technology Project Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Information Technology Specialist	OMA	6/29/2025	Monthly	580	6,435	6,763	7,108	7,470	7,851	8,252		
Information Technology Supervisor	OMA	6/29/2025	Monthly	605	7,289	7,662	8,051	8,462	8,894	9,347		
Intergovernmental & Comm Affairs Mgr	SM	6/29/2025	Monthly	684	10,809	11,361	11,939	12,549	13,189	13,861		
Internal Audit Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Investment/Revenue Officer	SM	6/29/2025	Monthly	612	7,548	7,934	8,337	8,763	9,210	9,679		
Landscape Coordinator	OMA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Lead Business License Inspector	OMEA	6/29/2025	Monthly	563	5,911	6,213	6,530	6,863	7,213	7,581		
Lead Custodian	IBEW-M&C	12/31/2023	Monthly	491	4,129	4,339	4,560	4,793	5,037	5,293		
Lead Finance Clerk	OMEA	6/29/2025	Monthly	563	5,911	6,213	6,530	6,863	7,213	7,581		
Legal Assistant	OMA	6/29/2025	Monthly	553	5,624	5,911	6,212	6,529	6,862	7,212		
Librarian I	OMEA	6/29/2025	Monthly	541	5,297	5,568	5,851	6,150	6,463	6,793		
Librarian II	OMEA	6/29/2025	Monthly	561	5,853	6,152	6,465	6,795	7,142	7,505		
Librarian III	OMEA	6/29/2025	Monthly	581	6,467	6,796	7,144	7,508	7,890	8,293		
Library Assistant	OMEA	6/29/2025	Monthly	501	4,339	4,561	4,793	5,038	5,295	5,565		
Library Clerk	OMEA	6/29/2025	Monthly	455	3,450	3,626	3,810	4,005	4,209	4,423		
Library Literacy Coordinator	OMEA	6/29/2025	Monthly	541	5,297	5,568	5,851	6,150	6,463	6,793		
Library Manager I	OMA	6/29/2025	Monthly	609	7,436	7,816	8,213	8,633	9,073	9,535		
Library Manager II	OMA	6/29/2025	Monthly	619	7,817	8,216	8,633	9,074	9,538	10,023		
Library Page	OMEA	6/29/2025	Monthly	426	2,985	3,138	3,297	3,466	3,642	3,828		
Library Services Director	EM	6/29/2025	Monthly	713	12,491	13,129	13,797	14,502	15,241	16,018		
Library Support Services Assistant	OMEA	6/29/2025	Monthly	501	4,339	4,561	4,793	5,038	5,295	5,565		
Library Tech & Support Services Mgr	OMA	6/29/2025	Monthly	619	7,817	8,216	8,633	9,074	9,538	10,023		
Library Technology Assistant	OMEA	6/29/2025	Monthly	501	4,339	4,561	4,793	5,038	5,295	5,565		
Library Technology Coordinator	OMEA	6/29/2025	Monthly	561	5,853	6,152	6,465	6,795	7,142	7,505		
Library Technology Specialist	OMEA	6/29/2025	Monthly	541	5,297	5,568	5,851	6,150	6,463	6,793		
Library Volunteer Coordinator	OMEA	6/29/2025	Monthly	525	4,891	5,141	5,403	5,678	5,968	6,272		
Lifeguard/Swim Instructor	PT&LD	12/4/2022	Hourly	462	20.61	21.66	22.76					
Maintenance Worker	IBEW-M&C	12/31/2023	Monthly	480	3,907	4,107	4,316	4,537	4,768	5,011		
Management Intern	PT&LD	12/3/2023	Hourly	456	20.00	21.02	22.09					
Manager of Trans Svcs/City Traffic Eng	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Network/Security Analyst	SM	6/29/2025	Monthly	623	7,974	8,381	8,807	9,257	9,730	10,225		
Office Assistant	OMEA	6/29/2025	Monthly	475	3,812	4,006	4,210	4,425	4,650	4,887		
Parking Control Officer I	PT&LD	12/4/2022	Hourly	442	18.65	19.60	20.61					
Parking Control Officer II	COPA	6/29/2025	Monthly	512P	4,583	4,818	5,063	5,322	5,594	5,878	6,113	
Parks and Facilities Attendant	PT&LD	12/4/2022	Hourly	460	20.40	21.45	22.54					
Parks and Facilities Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Parks Maint Leadworker	IBEW-M&C	12/31/2023	Monthly	538	5,219	5,485	5,765	6,059	6,368	6,692		
Parks Maintenance Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Parks Maintenance Worker I	IBEW-M&C	12/31/2023	Monthly	480	3,907	4,107	4,316	4,537	4,768	5,011		
Parks Maintenance Worker II	IBEW-M&C	12/31/2023	Monthly	500	4,317	4,538	4,770	5,013	5,268	5,537		
Payroll Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Payroll Specialist	OMA	6/29/2025	Monthly	573	6,214	6,530	6,864	7,214	7,582	7,969		
Payroll Technician	OMEA	6/29/2025	Monthly	563	5,911	6,213	6,530	6,863	7,213	7,581		

Attachment B (Continued)

City of Orange
Citywide Pay Schedule - Revision Effective December 28, 2025
Approved by City Council on December 9, 2025

Classification Title	Group	Effective	Salary Type	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Permit Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Permit Technician	OMEA	6/29/2025	Monthly	525	4,891	5,141	5,403	5,678	5,968	6,272		
Plan Check Engineer	OMEA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Plan Examiner	Local 2384	6/30/2024	Monthly	F639.5	8,481	8,905	9,350	9,818	10,309			
Planning Technician	OMEA	6/29/2025	Monthly	534	5,116	5,376	5,651	5,939	6,242	6,560		
Planning Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Police Administrative Assistant	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Armorer	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Cadet I	PT&LD	12/4/2022	Hourly	430	17.57	18.47	19.40					
Police Cadet II	PT&LD	12/4/2022	Hourly	450	19.41	20.40	21.44					
Police Captain	PMA	6/29/2025	Monthly	763C	16,029	16,848	17,705	18,609	19,558	20,555	21,377	
Police Chief	EM	6/29/2025	Monthly	794	18,714	19,671	20,671	21,726	22,835	23,999		
Police Clerk	COPA	6/29/2025	Monthly	504P	4,405	4,629	4,865	5,114	5,374	5,648	5,874	
Police Code Enforcement Officer	COPA	6/29/2025	Monthly	578P	6,371	6,696	7,037	7,396	7,773	8,170	8,497	
Police Communications Manager	PMA	6/29/2025	Monthly	633PM	8,381	8,810	9,258	9,731	10,227	10,748	11,124	
Police Dispatch Shift Supervisor	COPA	6/29/2025	Monthly	582P	6,499	6,831	7,179	7,545	7,930	8,335	8,668	
Police Dispatcher	COPA	6/29/2025	Monthly	564P	5,941	6,244	6,563	6,897	7,249	7,619	7,924	
Police Jailer	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Lieutenant	PMA	6/29/2025	Monthly	723SL	13,130	13,801	14,503	15,243	16,021	16,837	17,847	18,561
Police Officer	COPA	6/29/2025	Monthly	627P	8,134	8,550	8,985	9,443	9,926	10,431	10,849	
Police Records Clerk	COPA	6/29/2025	Monthly	504P	4,405	4,629	4,865	5,114	5,374	5,648	5,874	
Police Records Manager	PMA	6/29/2025	Monthly	632PM	8,340	8,766	9,212	9,682	10,176	10,694	11,069	
Police Records Shift Supervisor	COPA	6/29/2025	Monthly	564P	5,941	6,244	6,563	6,897	7,249	7,619	7,924	
Police Recruit	PT&LD	12/4/2022	Monthly	574	6,245							
Police Reserve Officer I	PT&LD	12/28/2025	Hourly	477	22.21	23.34	24.53					
Police Reserve Officer II	PT&LD	12/28/2025	Hourly	437	18.19	19.12	20.09					
Police Reserve Officer III	PT&LD	12/28/2025	Hourly	423	16.96	17.83	18.74					
Police Sergeant	PMA	6/29/2025	Monthly	681SL	10,648	11,193	11,762	12,362	12,994	13,655	14,474	15,053
Police Services Officer	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Subpoenas & Warrants Specialist	COPA	6/29/2025	Monthly	525P	4,891	5,141	5,403	5,678	5,968	6,272	6,523	
Police Training Coordinator	COPA	6/29/2025	Monthly	535P	5,141	5,403	5,679	5,969	6,273	6,593	6,856	
Police Volunteer Coordinator	COPA	6/29/2025	Monthly	553P	5,624	5,911	6,212	6,529	6,862	7,212	7,501	
Pool Manager	PT&LD	12/4/2022	Hourly	502	25.16	26.45	27.79					
Principal Civil Engineer	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Principal Planner	SM	6/29/2025	Monthly	662	9,685	10,181	10,698	11,244	11,818	12,420		
Project Development Coordinator	OMA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Project Engineer	OMEA	6/29/2025	Monthly	616	7,700	8,094	8,505	8,940	9,396	9,874		
Property Officer	COPA	6/29/2025	Monthly	539P	5,245	5,512	5,794	6,089	6,400	6,725	6,995	
Public Affairs & Information Manager	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Public Works Administrator	SM	6/29/2025	Monthly	642	8,766	9,215	9,682	10,177	10,696	11,242		
Public Works Director	EM	6/29/2025	Monthly	748	14,873	15,634	16,428	17,268	18,148	19,073		
Public Works Maintenance Leadworker	IBEW-M&C	12/31/2023	Monthly	538	5,219	5,485	5,765	6,059	6,368	6,692		
Public Works Maintenance Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Public Works Maintenance Worker I	IBEW-M&C	12/31/2023	Monthly	480	3,907	4,107	4,316	4,537	4,768	5,011		
Public Works Maintenance Worker II	IBEW-M&C	12/31/2023	Monthly	500	4,317	4,538	4,770	5,013	5,268	5,537		
Purchasing Officer	SM	6/29/2025	Monthly	624	8,014	8,423	8,851	9,303	9,779	10,276		
Records Coordinator	OMA	6/29/2025	Monthly	566	6,001	6,307	6,629	6,966	7,322	7,695		
Recreation Services Activity Specialist	PT&LD	7/1/2022	Hourly	489	23.58	24.78	26.05					
Recreation Services Coordinator	OMEA	6/29/2025	Monthly	542	5,324	5,595	5,881	6,181	6,496	6,827		
Recreation Services Leader I	PT&LD	12/28/2025	Hourly	423	16.96	17.83	18.74					
Recreation Services Leader II	PT&LD	12/28/2025	Hourly	443	18.74	19.70	20.71					
Recreation Services Leader III	PT&LD	12/28/2025	Hourly	463	20.71	21.77	22.88					
Recreation Services Manager	SM	6/29/2025	Monthly	663	9,734	10,232	10,752	11,300	11,878	12,482		
Recreation Services Supervisor	OMA	6/29/2025	Monthly	599	7,074	7,436	7,814	8,213	8,632	9,071		
Risk Management Analyst	SM	6/29/2025	Monthly	575	6,276	6,596	6,933	7,286	7,658	8,049		
Risk Manager	SM	6/29/2025	Monthly	677	10,438	10,972	11,529	12,118	12,736	13,386		
School Crossing Guard	PT&LD	12/4/2022	Hourly	430	17.57	18.47	19.40					
School Crossing Guard Supervisor	PT&LD	12/4/2022	Hourly	470	21.45	22.54	23.69					
Senior Accountant	OMA	6/29/2025	Monthly	597	7,004	7,362	7,736	8,131	8,546	8,981		
Senior Administrative Analyst	SM	6/29/2025	Monthly	622	7,934	8,340	8,763	9,211	9,681	10,174		
Senior Assistant City Attorney	SM	6/29/2025	Monthly	728	13,461	14,149	14,869	15,628	16,425	17,263		
Senior Assistant to the City Manager	SM	6/29/2025	Monthly	673	10,232	10,755	11,302	11,879	12,485	13,121		
Senior Buyer	OMA	6/29/2025	Monthly	581	6,467	6,796	7,144	7,508	7,890	8,293		
Senior Civil Engineer	OMA	6/29/2025	Monthly	658	9,494	9,980	10,487	11,022	11,585	12,175		
Senior Code Compliance Officer	OMEA	6/29/2025	Monthly	579	6,403	6,729	7,073	7,433	7,812	8,211		
Senior Combo. Building Inspector	OMEA	6/29/2025	Monthly	595	6,935	7,289	7,659	8,050	8,461	8,892		
Senior Contract Administrator	OMA	6/29/2025	Monthly	626	8,094	8,507	8,940	9,397	9,877	10,379		
Senior Econ Development Project Mgr	SM	6/29/2025	Monthly	668	9,980	10,490	11,023	11,586	12,178	12,798		
Senior Emergency Medical Svcs Mgr	OFMA	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Senior Executive Assistant to the City Council and the City Manager	SM	6/29/2025	Monthly	589	6,730	7,074	7,433	7,813	8,212	8,630		
Senior Finance Clerk	OMEA	6/29/2025	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Senior Fire Inspection Specialist	OMA	6/29/2025	Monthly	615	7,662	8,054	8,463	8,895	9,349	9,825		
Senior GIS Analyst	OMA	6/29/2025	Monthly	649	9,078	9,542	10,027	10,539	11,077	11,641		
Senior Housing Manager	SM	6/29/2025	Monthly	668	9,980	10,490	11,023	11,586	12,178	12,798		
Senior Human Resources Analyst	SM	6/29/2025	Monthly	634	8,423	8,854	9,304	9,779	10,278	10,802		

Attachment B (Continued)

City of Orange
Citywide Pay Schedule - Revision Effective December 28, 2025
Approved by City Council on December 9, 2025

Classification Title	Group	Effective	Salary Type	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Senior Landscape Coordinator	OMA	6/29/2025	Monthly	626	8,094	8,507	8,940	9,397	9,877	10,379		
Senior Legal Assistant	OMA	6/29/2025	Monthly	573	6,214	6,530	6,864	7,214	7,582	7,969		
Senior Library Clerk	OMEA	6/29/2025	Monthly	485	4,006	4,211	4,426	4,651	4,888	5,138		
Senior Library Manager	SM	6/29/2025	Monthly	632	8,340	8,766	9,211	9,682	10,176	10,694		
Senior Office Assistant	OMEA	6/29/2025	Monthly	495	4,212	4,426	4,652	4,890	5,138	5,401		
Senior Payroll Specialist	OMA	6/29/2025	Monthly	583	6,531	6,865	7,215	7,583	7,970	8,377		
Senior Permit Technician	OMEA	6/29/2025	Monthly	545	5,404	5,680	5,969	6,274	6,594	6,930		
Senior Plan Check Engineer	OMA	6/29/2025	Monthly	658	9,494	9,980	10,487	11,022	11,585	12,175		
Senior Planner	OMA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Senior Police Clerk	COPA	6/29/2025	Monthly	524P	4,867	5,115	5,376	5,650	5,938	6,241	6,490	
Senior Traffic Signal Technician	OMEA	6/29/2025	Monthly	595	6,935	7,289	7,659	8,050	8,461	8,892		
Senior Water Meter Service Wkr	IBEW-WTR	12/31/2023	Monthly	536	5,167	5,430	5,707	5,998	6,304	6,626		
Senior Water Quality Inspector	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Skilled Maint Leadworker	IBEW-M&C	12/31/2023	Monthly	543	5,351	5,623	5,910	6,212	6,528	6,861		
Skilled Maintenance Wkr -Water	IBEW-WTR	12/31/2023	Monthly	533	5,090	5,350	5,623	5,909	6,211	6,527		
Skilled Maintenance Worker – Facilities	IBEW-M&C	12/31/2023	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Skilled Maintenance Worker – Parks	IBEW-M&C	12/31/2023	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Skilled Maintenance Worker – Public Works	IBEW-M&C	12/31/2023	Monthly	523	4,842	5,089	5,349	5,622	5,908	6,210		
Stock Clerk	OMEA	6/29/2025	Monthly	484	3,987	4,190	4,404	4,628	4,864	5,112		
Swimming Attendant	PT&LD	12/28/2025	Hourly	423	16.96	17.83	18.74					
Systems Analyst	SM	6/29/2025	Monthly	623	7,974	8,381	8,807	9,257	9,730	10,225		
Traffic Management Center Tech	OMEA	6/29/2025	Monthly	595	6,935	7,289	7,659	8,050	8,461	8,892		
Traffic Operations Superintendent	OMA	6/29/2025	Monthly	614	7,624	8,014	8,421	8,851	9,302	9,776		
Traffic Signal Technician I	OMEA	6/29/2025	Monthly	535	5,141	5,403	5,679	5,969	6,273	6,593		
Traffic Signal Technician II	OMEA	6/29/2025	Monthly	555	5,680	5,970	6,274	6,595	6,930	7,284		
Transportation Analyst	OMEA	6/29/2025	Monthly	629	8,216	8,636	9,074	9,538	10,025	10,535		
Tree Services Coordinator	OMA	6/29/2025	Monthly	606	7,325	7,700	8,091	8,504	8,938	9,394		
Warehouse/Inventory Specialist	OMEA	6/29/2025	Monthly	542	5,324	5,595	5,881	6,181	6,496	6,827		
Water Maintenance Leadworker	IBEW-WTR	12/31/2023	Monthly	553	5,624	5,911	6,212	6,529	6,862	7,212		
Water Maintenance Supervisor	OMA	6/29/2025	Monthly	594	6,900	7,253	7,621	8,010	8,419	8,848		
Water Maintenance Worker I	IBEW-WTR	12/31/2023	Monthly	494	4,191	4,404	4,629	4,865	5,112	5,374		
Water Maintenance Worker II	IBEW-WTR	12/31/2023	Monthly	514	4,629	4,866	5,114	5,375	5,650	5,937		
Water Manager	SM	6/29/2025	Monthly	693	11,305	11,883	12,487	13,125	13,794	14,498		
Water Meter Service Worker I	IBEW-WTR	12/31/2023	Monthly	502	4,361	4,584	4,817	5,063	5,321	5,593		
Water Meter Service Worker II	IBEW-WTR	12/31/2023	Monthly	522	4,818	5,064	5,322	5,594	5,879	6,179		
Water Plant Operator I	IBEW-WTR	12/31/2023	Monthly	532	5,065	5,323	5,595	5,880	6,180	6,495		
Water Plant Operator II	IBEW-WTR	12/31/2023	Monthly	552	5,596	5,882	6,181	6,497	6,828	7,176		
Water Quality Inspector	OMA	6/29/2025	Monthly	574	6,245	6,563	6,898	7,250	7,620	8,008		
Water Yard Storekeeper	IBEW-WTR	12/31/2023	Monthly	524	4,867	5,115	5,376	5,650	5,938	6,241		

Group Key:
COPA: City of Orange Police Association
EM: Executive Management
IBEW-WTR: International Brotherhood of Electrical Workers Local 47 - Water
Local 2384: Orange City Firefighters, Inc. Local 2384
OFMA: Orange City Fire Management Association
OMA: Orange Management Association
IBEW-M&C: International Brotherhood of Electrical Workers Local 47 - Maintenance and Crafts
OMEA: Orange Municipal Employees' Association
PMA: Police Management Association
PT&LD: Part-Time & Limited Duration Employees
SM: Senior Management

Agenda Item

Orange City Council

Item #: 7.1. 12/9/2025 **File #:** 25-0503

1. SUBJECT

Appointment to the Community Development Block Grant Program Committee and Investment Advisory Committee.

2. SUMMARY

Due to the expired term of Melissa Mikail, a scheduled vacancy exists on the Community Development Block Grant (CDBG) Program Committee. A Notice of Vacancy was posted in accordance with Government Code Section 54974.

The Investment Advisory Committee was reinstated in April 2024. Pursuant to Resolution No. 11536, the reinstated Committee shall consist of seven voting members with a term of two years. Four members have been appointed as of June 2025 leaving two remaining vacancies.

3. RECOMMENDED ACTION

Confirm Mayor Slater's recommendation to appoint Perla Lozano to the CDBG Program Committee for a two-year term ending on June 30, 2027; and Al Zelinka to the Investment Advisory Committee for a two-year term ending on June 30, 2027.

Agenda Item

Orange City Council

Item #: 7.1. 12/9/2025 **File #:** 25-0503

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The Investment Advisory Committee was reinstated in April 2024. Pursuant to Resolution No. 11536, the reinstated Committee shall consist of seven voting members with a term of two years. Four members have been appointed as of June 2025 leaving two remaining vacancies.

3. RECOMMENDED ACTION

Confirm Mayor Slater's recommendation to appoint Perla Lozano to the CDBG Program Committee for a two-year term ending on June 30, 2027; and Al Zelinka to the Investment Advisory Committee for a two-year term ending on June 30, 2027.

Agenda Item

Orange City Council

Item #: 7.2. 12/9/2025 **File #:** 25-0639

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Appointment of Orange County Mosquito and Vector Control District Board of Trustees representative.

2. SUMMARY

The term of office for the City's current representative, Sean Chavarria, expires on January 5, 2026. The Board is requesting that the City reappoint Sean Chavarria, or a successor to him, for the next term of office.

3. RECOMMENDED ACTION

Appoint a representative to the Orange County Mosquito and Vector Control District Board of Trustees to a two-year term commencing at noon on January 5, 2026, and ending January 3, 2028.

4. ATTACHMENTS

- OCMVCD Letter

Agenda Item

Orange City Council

Item #: 7.2. 12/9/2025 **File #:** 25-0639

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Appointment of Orange County Mosquito and Vector Control District Board of Trustees representative.

2. SUMMARY

The term of office for the City's current representative, Sean Chavarria, expires on January 5, 2026. The Board is requesting that the City reappoint Sean Chavarria, or a successor to him, for the next term of office.

3. RECOMMENDED ACTION

Appoint a representative to the Orange County Mosquito and Vector Control District Board of Trustees to a two-year term commencing at noon on January 5, 2026, and ending January 3, 2028.

4. ATTACHMENTS

- OCMVCD Letter

2025 BOARD OFFICERS
PRESIDENT
Cecilia Hupp
VICE-PRESIDENT
Robert Ruesch
SECRETARY
Crystal Miles
DISTRICT MANAGER
Lora B. Young
CLERK OF THE BOARD
Tawnia E. Pett

13001 Garden Grove Boulevard
Garden Grove, CA 92843-2102
(714) 971-2421
FAX: (714) 971-3940
ocvcd@ocvector.org
www.ocvector.org
ocvectorcontrol
ocvector

2025 BOARD OF TRUSTEES

ALISO VIEJO
Vacant
ANAHEIM
Carlos Leon
BREA
Cecilia Hupp
BUENA PARK
Lamiya Hoque
COSTA MESA
William Turpit
CYPRESS
Leo Madrano
DANA POINT
John Gabbard
FOUNTAIN VALLEY
Kim Constantine
FULLERTON
Shana Charles
GARDEN GROVE
Ariana Arestegui
HUNTINGTON BEACH
Gracey Van Der Mark
IRVINE
Tammy Kim
LA HABRA
James Gomez
LA PALMA
Debbie S. Baker
LAGUNA BEACH
Mark Orgill
LAGUNA HILLS
Erica Pezold
LAGUNA NIGUEL
Gene Johns
LAGUNA WOODS
Pearl Lee
LAKE FOREST
Robert Pequeno
LOS ALAMITOS
Tanya Doby
MISSION VIEJO
Robert Ruesch
NEWPORT BEACH
Erik Weigand
ORANGE
Sean Chavarria
PLACENTIA
Chad Wanke
RANCHO SANTA MARGARITA
April Josephson
SAN CLEMENTE
Steve Knoblock
SAN JUAN CAPISTRANO
John Taylor
SANTA ANA
Nelida Mendoza
SEAL BEACH
Nathan Steele
STANTON
Gary Taylor
TUSTIN
Rebecca Gomez
VILLA PARK
Crystal Miles
WESTMINSTER
Carlos Manzo
YORBA LINDA
Peggy Huang
COUNTY OF ORANGE
Lisa Fernandez

November 3, 2025

Orange City Council
City of Orange
300 E Chapman Ave.
Orange, CA 92866

Dear Mayor and Council Members:

The term of office of your representative, Sean Chavarria, will expire on the first Monday in January 2026. As you know, Sean Chavarria was appointed in February 2025, and has attended 5 of the 7 meetings held for 71 percent record of attendance.

The qualifications for your representative on the Board of Trustees are stated in Section 2022 of the California Health and Safety Code as follows:

> "Section 2022. (b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of the portion of the city that is within the district."

Your representative is appointed to a two or four year term of office (Section 2024 of the Health and Safety Code) and cannot be replaced except for cause.

> "Section 2024. (a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January."

It is the Board's request that you reappoint Sean Chavarria, or a successor, for the next term of office for either two or four years. Once an appointment is made, please send notification to the District by mail or e-mail to: tpett@ocvector.org.

Sincerely,

Tawnia Pett

Tawnia Pett
Executive Assistant/Clerk of the Board

tep
cc: Sean Chavarria

Agenda Item

Orange City Council

Item #: 8.1. 12/9/2025 **File #:** 25-0660

TO: **Honorable Mayor and Members of the City Council**

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Consider combining the annual Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Club Car Show events.

2. SUMMARY

The Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Club Car Show are family fun events that have been held in the springtime in the Old Towne Orange Plaza area for many years. Recently, the event organizers suggested the idea of hosting a collaborated two-day event over the first weekend of May as opposed to three individual dates. Staff is seeking City Council direction on whether the City should pursue a production agreement to combine all three events.

3. RECOMMENDED ACTION

1. Receive and file a presentation from Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Car Show representatives requesting authorization to combine their respective events into a single two-day event over the first weekend of May.
2. Provide direction to staff.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

The Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Club Car Show are family fun events that have been held in the springtime in and around the Old Towne Orange Plaza area for many years. Recently, all three event organizers suggested the idea of hosting a collaborated two-day event over the first weekend of May as opposed to three individual events.

Representatives from the three events would like to present the concept to the City Council, and after hearing the presentation, staff recommends the City Council direct staff on whether a production agreement for a combined event should be pursued.

Should the City Council direct staff to not move forward with a combined production agreement, then all three events will continue individually as has been done in the past.

7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 8.1. 12/9/2025 **File #:** 25-0660

TO: **Honorable Mayor and Members of the City Council**

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Consider combining the annual Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Club Car Show events.

2. SUMMARY

The Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Club Car Show are family fun events that have been held in the springtime in the Old Towne Orange Plaza area for many years. Recently, the event organizers suggested the idea of hosting a collaborated two-day event over the first weekend of May as opposed to three individual dates. Staff is seeking City Council direction on whether the City should pursue a production agreement to combine all three events.

3. RECOMMENDED ACTION

1. Receive and file a presentation from Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Car Show representatives requesting authorization to combine their respective events into a single two-day event over the first weekend of May.
2. Provide direction to staff.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

The Orange May Parade, Taste of Orange, and the Orange Plaza Rotary Club Car Show are family fun events that have been held in the springtime in and around the Old Towne Orange Plaza area for many years. Recently, all three event organizers suggested the idea of hosting a collaborated two-day event over the first weekend of May as opposed to three individual events.

Representatives from the three events would like to present the concept to the City Council, and after hearing the presentation, staff recommends the City Council direct staff on whether a production agreement for a combined event should be pursued.

Should the City Council direct staff to not move forward with a combined production agreement, then all three events will continue individually as has been done in the past.

7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 9.1. 12/9/2025 **File #:** 25-0611

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Russell Bunim, Community Development Director**

1. SUBJECT

Public Hearing to consider a Substantial Amendment to the Fiscal Year 2025-2026 Annual Action Plan that is included in the 2025-2029 Consolidated Plan to establish a Business Assistance Façade Program.

2. SUMMARY

A Substantial Amendment to the 2025-2026 Annual Action Plan, included as part of the 2025-2029 Consolidated Plan, proposing to establish a Community Development Business Façade Program aimed at enhancing commercial corridors within Community Development Block Grant eligible areas and allocate $150,000 in available unspent funding from Fiscal Years 2023, 2024 and 2026 to the program.

3. RECOMMENDED ACTION

1. Approve the Substantial Amendment to the 2025-2026 Annual Action Plan that is included in the 2025-2029 Consolidated Plan to create a Community Development Business Façade Program activity.
2. Allocate $100,000 to the Community Development Business Façade Program from the following sources:
    a. $45,741 from the Fiscal Year 2025-2026 Community Development Business Assistance Program (Admin)
    b. $36,973.89 from Fiscal Year 2022-2023 unspent entitlement funds
    c. $67,285.11 from Fiscal Year 2023-2024 unspent entitlement funds
3. Approve grant awards up to $50,000 for each eligible business.
4. Approve priority for eligible businesses providing 25% or more in matching funds.
5. Authorize staff to incorporate public comments received into the Substantial Amendment.
6. Authorize the City Manager or his designee to approve non-material changes to the Substantial Amendment if needed and execute any documents or agreements required by the Department of Housing and Urban Development.
7. Authorize staff to submit the Substantial Amendment to the Department of Housing and Urban Development.

4. FISCAL IMPACT

The expense for this activity is $150,000 and will be funded through Community Development Block Grant Fund (310).

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) mandates that jurisdictions receiving annual entitlement funding through the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs develop a Consolidated Plan (Con Plan) every five years. The Con Plan is designed to establish the City's housing and community development priorities, ensuring alignment with the objectives of the CDBG and HOME programs. Serving as a comprehensive strategic framework, the Con Plan enables the City to assess affordable housing and community development needs, evaluate market conditions, and make informed decisions based on data analysis.

On June 24, 2025, the City formally adopted the 2025-2029 Con Plan, which identified economic development as a high-priority objective. As part of the Con Plan, the 2025-2026 Annual Action Plan (AAP) included funding in the amount of $70,741 to support the creation of a Community Development Business Assistance Program aimed at advancing this priority.

2025-2026 Annual Action Plan

The Con Plan is executed through AAPs, which provides a detailed summary of the strategies, activities, and allocation of federal and non-federal resources each year to address the priorities identified in the Con Plan. The 2025-2029 Con Plan includes the 2025-2026 AAP, which is the first year of the five-year cycle.

Community Development Business Façade Program

The Community Development Department is proposing the establishment of a Business Façade Program aimed at revitalizing commercial corridors within eligible CDBG areas. The program would provide financial assistance to improve building exteriors visible from the public right-of-way, thereby enhancing neighborhood aesthetics and supporting local economic development.

Eligible improvements may include, but are not limited to:

- Architectural design services and related professional fees
- Labor, materials, and fixtures
- Restoration of historical or architecturally significant façade elements
- Gutters and downspouts
- Doors and windows
- Exterior painting, including murals
- Exterior lighting affixed to the building
- Siding and trim enhancements, including awnings and planter boxes
- Soffit and fascia repairs
- Decorative fencing to improve curb appeal
- Display windows and lighting for retail, restaurant, or service businesses
- Signage integrated into the building's architectural design
- Accessibility improvements for individuals with disabilities
- Installation or repair of awnings or shade structures
- Roofing repairs or replacement
- Interior blight remediation addressing code violations (e.g., accessibility, fire safety, mold)

The proposed program would provide grants of up to $50,000 per eligible business located within designated CDBG areas determined by the adopted and most current CDBG eligibility area map. Staff is recommending that priority consideration be extended to businesses that contribute matching funds of 25% or more.

Proposed Funding
The funding for the Business Assistance Façade Program would not impact current projects and programs funded with CDBG. The funding for the program would come from the following sources:

1. $45,741 from the $70,741 allocated in the 2026-2027 AAP, included in the 2025-2029 Con Plan, for the development of a business assistance program (administration). The transfer will leave $25,000 for the administration and development of the program and keep the administration allowance within the administrative cap.
2. Unspent funds from Fiscal years 2023 and 2024 funded projects that had savings from their approved budgets in the following fiscal years:
    a. $36,973.89 from Fiscal Year 2022-2023
    b. $67,285.11 from Fiscal Year 2023-2024

Citizen Participation Process
The Citizen Participation Plan (CPP) outlines the procedures for citizen participation in the planning process of the Con Plan and AAP. Pursuant to the City's CPP, the City shall amend the approved Consolidated Plan and Annual Action Plan when there is a:

- Substantial change (20% or more) in its allocation priorities or a substantial change in the method of distribution of funds takes place; or
- Carries out an activity, using funds from any program covered by the Con Plan (including program income) not previously described in the action plan; or has a
- Substantial change in the purpose, scope, location, or beneficiaries of an activity.

The City of Orange applied its substantial change criteria based on the introduction of a new activity not previously included in the City Council approved 2025-2026 AAP. The proposed funding allocation exceeds 20% of the original allocation, constituting a substantial amendment under the City's adopted guidelines.

CDBG Committee Public Hearing
On October 16, 2025, the CDBG Committee held a public hearing to review the proposed establishment of a Business Assistance Façade Program. During the hearing, the Committee also considered and discussed additional business assistance initiatives, including:

- Microenterprise Assistance (five or fewer employees, including owner) including training and technical assistance, startup for LMI entrepreneurs
- Financial assistance for growth or job retention, including loans/grants for equipment, working capital, expansion; job creation or retention.
- Technical assistance for small businesses including business counseling or mentoring,

marketing, legal/accounting advice; procurement training

- Job training and workforce development

In addition, the Committee discussed the advantages of a façade program, including:

- Visible community impact with tangible results that make storefronts more inviting, especially for older businesses with deteriorating buildings
- Revitalization of commercial corridors to increase foot traffic by making businesses more appealing and reduce commercial vacancies
- Do not have complex underwriting and job creation documentation, are lower risk for fraud, and easier to administer
- Create community pride for surrounding neighborhoods
- Buildings stay within the City of Orange

After deliberation, the Committee voted unanimously to recommend the establishment of a Business Assistance Façade Program and allocate $150,000 in available CDBG funds to support its implementation.

30-Day Public Review of Substantial Amendment
Copies of the Substantial Amendment were made available for a 30-day public review and comment period, beginning October 30, 2025, and concluding on December 1, 2025 on the City's website and at the following locations:

- City Clerk's Office - 300 East Chapman Avenue, Orange, CA 92866
- Community Development Department - 300 East Chapman Avenue, Orange CA 92866
- Orange Main Library - 407 East Chapman Avenue, Orange, CA 92866
- El Modena Branch Library - 380 S. Hewes Street, Orange, CA 92866
- Taft Branch Library - 740 East Taft Avenue, Orange, CA 92865
- City Website: www.cityoforange.org/our-city/departments/community-development/housing/cdbg

No comments were received.

Staff recommends the approval of the Substantial Amendment to the 2025-2026 AAP, included in the 2025-2029 Con Plan, and the initial funding of $150,000 to implement the program.

7. ATTACHMENTS

- Substantial Amendment to the 2025-2026 Annual Action Plan
- 2025-2029 Consolidated Plan

Agenda Item

Orange City Council

Item #: 9.1. 12/9/2025 **File #:** 25-0611

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Russell Bunim, Community Development Director**

1. SUBJECT

Public Hearing to consider a Substantial Amendment to the Fiscal Year 2025-2026 Annual Action Plan that is included in the 2025-2029 Consolidated Plan to establish a Business Assistance Façade Program.

2. SUMMARY

A Substantial Amendment to the 2025-2026 Annual Action Plan, included as part of the 2025-2029 Consolidated Plan, proposing to establish a Community Development Business Façade Program aimed at enhancing commercial corridors within Community Development Block Grant eligible areas and allocate $150,000 in available unspent funding from Fiscal Years 2023, 2024 and 2026 to the program.

3. RECOMMENDED ACTION

1. Approve the Substantial Amendment to the 2025-2026 Annual Action Plan that is included in the 2025-2029 Consolidated Plan to create a Community Development Business Façade Program activity.
2. Allocate $100,000 to the Community Development Business Façade Program from the following sources:
    a. $45,741 from the Fiscal Year 2025-2026 Community Development Business Assistance Program (Admin)
    b. $36,973.89 from Fiscal Year 2022-2023 unspent entitlement funds
    c. $67,285.11 from Fiscal Year 2023-2024 unspent entitlement funds
3. Approve grant awards up to $50,000 for each eligible business.
4. Approve priority for eligible businesses providing 25% or more in matching funds.
5. Authorize staff to incorporate public comments received into the Substantial Amendment.
6. Authorize the City Manager or his designee to approve non-material changes to the Substantial Amendment if needed and execute any documents or agreements required by the Department of Housing and Urban Development.
7. Authorize staff to submit the Substantial Amendment to the Department of Housing and Urban Development.

4. FISCAL IMPACT

The expense for this activity is $150,000 and will be funded through Community Development Block Grant Fund (310).

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) mandates that jurisdictions receiving annual entitlement funding through the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs develop a Consolidated Plan (Con Plan) every five years. The Con Plan is designed to establish the City's housing and community development priorities, ensuring alignment with the objectives of the CDBG and HOME programs. Serving as a comprehensive strategic framework, the Con Plan enables the City to assess affordable housing and community development needs, evaluate market conditions, and make informed decisions based on data analysis.

On June 24, 2025, the City formally adopted the 2025-2029 Con Plan, which identified economic development as a high-priority objective. As part of the Con Plan, the 2025-2026 Annual Action Plan (AAP) included funding in the amount of $70,741 to support the creation of a Community Development Business Assistance Program aimed at advancing this priority.

2025-2026 Annual Action Plan

The Con Plan is executed through AAPs, which provides a detailed summary of the strategies, activities, and allocation of federal and non-federal resources each year to address the priorities identified in the Con Plan. The 2025-2029 Con Plan includes the 2025-2026 AAP, which is the first year of the five-year cycle.

Community Development Business Façade Program

The Community Development Department is proposing the establishment of a Business Façade Program aimed at revitalizing commercial corridors within eligible CDBG areas. The program would provide financial assistance to improve building exteriors visible from the public right-of-way, thereby enhancing neighborhood aesthetics and supporting local economic development.

Eligible improvements may include, but are not limited to:

- Architectural design services and related professional fees
- Labor, materials, and fixtures
- Restoration of historical or architecturally significant façade elements
- Gutters and downspouts
- Doors and windows
- Exterior painting, including murals
- Exterior lighting affixed to the building
- Siding and trim enhancements, including awnings and planter boxes
- Soffit and fascia repairs
- Decorative fencing to improve curb appeal
- Display windows and lighting for retail, restaurant, or service businesses
- Signage integrated into the building's architectural design
- Accessibility improvements for individuals with disabilities
- Installation or repair of awnings or shade structures
- Roofing repairs or replacement
- Interior blight remediation addressing code violations (e.g., accessibility, fire safety, mold)

The proposed program would provide grants of up to $50,000 per eligible business located within designated CDBG areas determined by the adopted and most current CDBG eligibility area map. Staff is recommending that priority consideration be extended to businesses that contribute matching funds of 25% or more.

Proposed Funding
The funding for the Business Assistance Façade Program would not impact current projects and programs funded with CDBG. The funding for the program would come from the following sources:

1. $45,741 from the $70,741 allocated in the 2026-2027 AAP, included in the 2025-2029 Con Plan, for the development of a business assistance program (administration). The transfer will leave $25,000 for the administration and development of the program and keep the administration allowance within the administrative cap.
2. Unspent funds from Fiscal years 2023 and 2024 funded projects that had savings from their approved budgets in the following fiscal years:
    a. $36,973.89 from Fiscal Year 2022-2023
    b. $67,285.11 from Fiscal Year 2023-2024

Citizen Participation Process
The Citizen Participation Plan (CPP) outlines the procedures for citizen participation in the planning process of the Con Plan and AAP. Pursuant to the City's CPP, the City shall amend the approved Consolidated Plan and Annual Action Plan when there is a:

- Substantial change (20% or more) in its allocation priorities or a substantial change in the method of distribution of funds takes place; or
- Carries out an activity, using funds from any program covered by the Con Plan (including program income) not previously described in the action plan; or has a
- Substantial change in the purpose, scope, location, or beneficiaries of an activity.

The City of Orange applied its substantial change criteria based on the introduction of a new activity not previously included in the City Council approved 2025-2026 AAP. The proposed funding allocation exceeds 20% of the original allocation, constituting a substantial amendment under the City's adopted guidelines.

CDBG Committee Public Hearing
On October 16, 2025, the CDBG Committee held a public hearing to review the proposed establishment of a Business Assistance Façade Program. During the hearing, the Committee also considered and discussed additional business assistance initiatives, including:

- Microenterprise Assistance (five or fewer employees, including owner) including training and technical assistance, startup for LMI entrepreneurs
- Financial assistance for growth or job retention, including loans/grants for equipment, working capital, expansion; job creation or retention.
- Technical assistance for small businesses including business counseling or mentoring,

marketing, legal/accounting advice; procurement training

- Job training and workforce development

In addition, the Committee discussed the advantages of a façade program, including:

- Visible community impact with tangible results that make storefronts more inviting, especially for older businesses with deteriorating buildings
- Revitalization of commercial corridors to increase foot traffic by making businesses more appealing and reduce commercial vacancies
- Do not have complex underwriting and job creation documentation, are lower risk for fraud, and easier to administer
- Create community pride for surrounding neighborhoods
- Buildings stay within the City of Orange

After deliberation, the Committee voted unanimously to recommend the establishment of a Business Assistance Façade Program and allocate $150,000 in available CDBG funds to support its implementation.

30-Day Public Review of Substantial Amendment
Copies of the Substantial Amendment were made available for a 30-day public review and comment period, beginning October 30, 2025, and concluding on December 1, 2025 on the City's website and at the following locations:

- City Clerk's Office - 300 East Chapman Avenue, Orange, CA 92866
- Community Development Department - 300 East Chapman Avenue, Orange CA 92866
- Orange Main Library - 407 East Chapman Avenue, Orange, CA 92866
- El Modena Branch Library - 380 S. Hewes Street, Orange, CA 92866
- Taft Branch Library - 740 East Taft Avenue, Orange, CA 92865
- City Website: www.cityoforange.org/our-city/departments/community-development/housing/cdbg

No comments were received.

Staff recommends the approval of the Substantial Amendment to the 2025-2026 AAP, included in the 2025-2029 Con Plan, and the initial funding of $150,000 to implement the program.

7. ATTACHMENTS

- Substantial Amendment to the 2025-2026 Annual Action Plan
- 2025-2029 Consolidated Plan

CITY OF ORANG
SUBSTANTIAL AMENDMENT TO THE
2025-2026 ANNUAL ACTION PLAN

BACKGROUND

Each year the US Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the City of Orange, specifically Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Program funds. To receive these funds, the City must complete a report every five years called the Consolidated Plan.

The purpose of the Consolidated Plan is to identify the City of Orange's housing and community development needs, priorities, goals, and strategies and to stipulate how funds will be allocated to housing and community development activities over the period of the Consolidated Plan.

The Consolidated Plan is implemented through the Annual Action Plans (AAP) which provide a comprehensive summary of the strategies, activities, and federal and non-federal resources allocated each year to address the specific needs and objectives outlined in the Consolidated Plan. The 2025-2029 Consolidated Plan includes the first year of the 2025-2026 Annual Action Plan.

The City shall amend the approved Consolidated Plan and Annual Action Plans when:

- A substantial change (e.g., 20% or more) in its allocation priorities or a substantial change in the method of distribution of funds takes place; or

- Carries out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or

- Substantially change the purpose, scope, location, or beneficiaries of an activity.

The substantial change criteria utilized by the City of Orange in this case is determined by the addition of a new activity that was not previously considered by the Council for the use of HUD funding and in which the change would exceed:

1. 20% of the original allocations or when beneficiaries are impacted by the change; and/or

2. Carries out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan.

As required by Title I of the Cranston-Gonzalez National Affordable Housing Act, the City of Orange has submitted an Annual Action Plan for the 2025-2026 fiscal year. This

Plan outlines the activities and expected allocation for this year. The City also has a Citizen Participation Plan which outlines procedures for citizen participation in the planning process of the Consolidated Plan and Annual Action Plan particularly those areas to be affected by the proposed funds.

AMENDMENT TO 2025-2026 ANNUAL ACTION PLAN INCLUDED IN THE 2025-2029 CONSOLIDATED PLAN

At the June 24, 2025, City Council meeting, members of the City Council approved the allocation of the HUD funds for the 2025-2026 fiscal year described in the 2025-2026 Annual Action Plan included in the 2025-2029 Consolidated Plan. This proposal is to create a new activity under CDBG and allocate funding to it described below:

- Business Assistance Façade Program
  Create and implement a business façade improvement program to support eligible businesses with financial assistance to improve their store fronts visible from the right of way.

- Amount Allocation: $150,000
  Fund program with $150,000 consisting of $45,741 from the Fiscal Year 2025-2026 Annual Action Plan's Community Development Assistance Program (Admin) and $36,973.89 from Fiscal Year 2023 and $67,285.11 from Fiscal Year 2024 available unspent funds.

These eligible activities are allowed under the CDBG guidelines and will support the City of Orange's commitment to further economic development goals.

CITIZEN PARTICIPATION

HUD requires that entitlement communities provide the public with a 30-day comment period to provide residents and other interested parties an opportunity to provide input on the proposed Amendment. This public comment period will run from October 30, 2025, to December 2, 2025.

PUBLIC COMMENTS

The City of Orange will incorporate all comments during the 30-day comment period.

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Orange Community Development Department annually receives federal funds through the US Department of Housing and Urban Development (HUD). Every five years, HUD requires all jurisdictions receiving federal funds to submit a Consolidated Plan (Con Plan). The plan helps define the City's priorities, strategies, and goals for the five-year period.

The Consolidated Plan supports the objectives outlined in Title I of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended. It also aligns with HUD's primary goals of creating sustainable urban communities by offering decent housing, providing a suitable living environment, and enhancing economic opportunities for individuals with low and moderate incomes.

The Consolidated Plan is for the period of July 1, 2025, through June 30, 2030. During this period, the City anticipates receiving Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME).

The CDBG program provides funding to support community development activities such as public infrastructure improvement, economic development, and public services. HOME funds can be used for affordable housing development activities such as rehabilitation and new construction and tenant-based rental assistance for low-income individuals and families.

The City of Orange 2025-2030 Con Plan is organized around 5 sections: Needs Assessment (NA), Market Analysis (MA), Strategic Plan (SP), and 2025 Annual Action Plan (AP).

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

All HUD-funded projects must meet one of three National Objectives: primarily benefit low- and moderate-income persons, prevent or eliminate slum or blight; or meet other community development needs that address an urgent need to existing conditions posing a serious and immediate threat to the health or welfare of the community. The City's five-year Con Plan strategic goals address housing and community needs including affordable housing, economic development, public facilities improvement, public services for low mod income persons, and fair housing.

3. Evaluation of past performance

The City of Orange's evaluation of past performance has been completed through its Annual Consolidated Annual Performance and Evaluation Report (CAPER) prepared at the end of each fiscal year. The documents compare the measurable goals and objectives to the actual performance. The review of the fifth and final year of the 2020-2025 Con Plan period will be conducted in the 2025 CAPER, which will be submitted to HUD in September 2025.

4. Summary of citizen participation process and consultation process

Residents and stakeholders were included in the planning process and development of the Consolidated Plan in the following ways:

Community Needs Survey

The City of Orange conducted a community survey from August 2023 to December 2023, to gather input for its 2025-2029 Consolidated Plan. Over 180 residents participated. The survey featured 26 questions focused on identifying priority goals for the upcoming planning period. Topics included housing needs, infrastructure and facilities needs, service needs, fair housing issues, economic development needs and transportation needs. The survey was conducted at city-wide events including National Night Out, Treats in the Streets, Tree Lighting, El Modena Neighborhood Outreach Day, and offered at the City's public counters and website. The survey results offer valuable insights into the community's needs and priorities.

Housing Summit

A Housing Summit was held in November 2023 to collect data to inform the Analysis of Impediments to Fair Housing Rights (AI) and the 5-Year Consolidated Plan. A Workbook was developed for Housing Summit participants to complete. The workbook responses were summarized to inform the AI and Con Plan. Approximately 42 individuals participated in the Housing Summit representing the following Organizations:

- OC Goodwill
- Jamboree Housing
- C&C Development
- The HUB OC
- Rescue Mission
- Love Orange
- Temporary Shelter
- Home Aid
- Building Partners
- Orange Housing Development Organization

Public Hearing

Public Hearings on the Consolidated Plan (Con Plan) are held before the CDBG Committee and City Council to allow community members to provide input on local housing and development needs. These hearings help ensure that the City Council receives feedback on how federal funds should be allocated to address issues like affordable housing, homelessness, and public services, ensuring the plan aligns with the community's priorities and needs.

- Public Meeting #1 and Presentation on the Draft Consolidated was held before the CDBG Committee on February 13, 2025
- Public Hearing #1 for the deliberation on the recommendation of funding for applicants applying for CDBG funding and first review of the Consolidated Plan was held before the CDBG Committee on March 13, 2025
- Public Meeting #2 and Presentation on the Draft Consolidated Plan was held before the City Council on April 8, 2025
- Public Hearing #2 for the adoption of the Consolidated Plan was held before the City Council on June 24, 2025

5. Summary of public comments

A public comment was received at the City Council meeting on April 8, 2025 to correct the draft 2025-2029 Consolidated Plan, clarifying that the City of Orange does not have any cold weather shelters and emphasizing the need for additional low and extremely low income housing units. The request was incorporated into the Consolidated Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The priority needs identified from findings from community needs survey, housing summit and community meetings are as follows:

Affordable Rental Housing

- Increased supportive housing to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible.
- Increased senior housing units to accommodate the aging population.
- Low-barrier housing is housing where a minimum number of expectations are placed on people who wish to live there. The aim is to have as few barriers as possible to allow more people access to services.
- Homeowner housing rehabilitation.

- Housing code enforcement.
- Down payment assistance.
- Rehabilitation of aging apartment buildings.
- Accessibility to housing affordability.

Public Services

- Senior services are a top priority in the city for the aging population.
- Crime awareness, prevention and safety measures.
- Youth services and childcare services.
- Afterschool programs for youth engagement and development.

Homeless Populations Needs

- Homeless services including mental health and addiction services, permanent housing and transitional housing.

Public Facilities and Improvements

- Increased Code Enforcement to address infrastructure needs.
- Street improvements including undergrounding of utilities.
- Parking facilities including parking permit programs.
- Tree planting and urban greenery to enhance aesthetic and environmental quality.
- Create a more bike friendly environment.
- Mindfulness of segments of society that are most vulnerable to natural disasters.
- Identify broadband internet problems throughout the city and provide equal access throughout the city.

Economic Development

- Job creation and job-generating businesses to support local economic growth.
- Small business loans.
- Employment training.
- Rehabilitation of commercial buildings.

Fair Housing Services

- Support for family/children, race, and anti-discrimination efforts.
- Education and enforcement of anti-discrimination laws to ensure equal housing opportunities for all.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ORANGE	Community Development Department
HOME Administrator	ORANGE	Community Development Department

Table 1 – Responsible Agencies

Narrative

The Community Development Department is the lead agency for the development of the Consolidated Plan and administers CDBG and HOME programs. The City is not a recipient of the Emergency Solutions Grant (ESG) to directly fund homeless related projects. The City of Anaheim is the lead agency for the Housing Opportunities for People with AIDS (HOPWA) Program and administers the Program for all jurisdictions in Orange County.

Consolidated Plan Public Contact Information

Jessica Herrera, Housing Manager
Community Development Department
300 East Chapman Avenue,
Orange, California 92866
Telephone: (714) 744-7270

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City advertised the availability of CDBG and HOME funds, solicited input from nonprofit organizations, and encouraged residents to participate in the development of the 2025-2029 Consolidated Plan and the 2025-2026 Annual Action Plan. A housing summit was held on October 12, 2023 in which stakeholders from local organizations and agencies were invited by the City to engage in open dialogue regarding the following topics: CDBG funding, affordable housing development, fair housing law, homelessness needs, and vital social services. Furthermore, a needs assessment a survey was administered to learn about community needs and gaps.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City is not a recipient of homeless-related grants and therefore not a participant of Continuum of Care. However, the City takes part in a regional effort lead by the County of Orange to address homelessness in Orange and surrounding jurisdictions. The City is home to a regional healthcare cluster including UC Irvine Medical Center, Children's Hospital of Orange County (CHOC), and St. Joseph Hospital of Orange. Nonprofits such as Illumination Foundation and Family Solution Collaborative provide housing services to homeless families released from CHOC hospital and other Orange County hospitals.

If and when the City receives homeless grants that are eligible for housing services and case management services, they would consider allocating homeless funds to these groups. The City was the recipient of HOME American Rescue Program funds in 2022 and used the funding to support the Hub Resource Center (HRC) that provides resources, coordinates and facilitates continuum of care services, and assists with housing services to the City's most vulnerable population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The County of Orange is the lead agency for Continuum of Care and covers the Orange County jurisdiction, including 34 cities and Unincorporated Areas. Participation from County

departments and agencies, local governments, homeless, housing and supportive service providers, community groups (including non-profits, faith-based organizations, interested business leaders, schools, individuals with lived experience, and many other stakeholders) is welcomed and encouraged.

The City of Orange supports the County's efforts to develop effective programs to address the needs of homeless individuals. To help address the issue and find ways to address the underlying problems that lead to homelessness, Orange has joined with the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, Villa Park, Stanton, and Yorba Linda in an unprecedented partnership called the North Service Planning Area (SPA). The North SPA Partnership is a joint collaboration that includes two full-service Navigation Centers to provide help to the region's homeless. The Buena Park Center and the Placentia Center will provide homeless individuals a total of 250 beds, health resources, job skill training, and the ability to reconnect with lost family. These facilities join the two shelters already built by the City of Anaheim, which house another 326 beds.

The County has put together a Consolidated Plan, which identifies the Urban County of Orange's overall housing and community development needs and outlines a strategy to address those needs. The City supports the Orange County Housing Authority (OCHA's) applications for HUD/VASH funding for homeless veterans. In addition, the City has provided funding to key homeless resources/services which include HomeAid's Family Care Center operated by Mercy House and The HUB which feeds, clothes and provides services that support and enhance the quality of life for homeless individuals.

The City is not a recipient of ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Friendly Center, Inc.	Services-Children Services-Elderly Persons	Anti-poverty Strategy	Friendly Center participated in the public workshops and public hearing during the needs assessment process and completed needs assessment survey.
Assistance League of Orange	Services-Children Services-Education	Anti-poverty Strategy	Assistance League of Orange participated in the public workshops and public hearing during the needs assessment process and completed needs assessment survey.
Building Partners	Housing Developer	Housing Need Assessment Homeless Strategy Strategic Plan	Building Partners participated in the Housing Summit and needs assessment survey.
C&C Development	Housing Developer	Housing Need Assessment Homeless Strategy Strategic Plan	C&C Development participated in the Housing Summit and needs assessment survey.

County of Orange	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Health Agency Other government - County	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy	Various County agencies (i.e, Housing Authorities, Office of Care Coordination, Social Services Agency, Health Care Agency, Community Resources, and Housing and Community Development) participated in the Needs Assessment Survey and Housing Summit.
HomeAid	Nonprofit housing developer – Emergency shelter provider	Housing Need Assessment Homeless Strategy Strategic Plan	HomeAid participated in the Housing Summit and needs assessment survey.
The HUB OC	Services-Children Services-Elderly Persons-Services-Persons with disabilities-Services-vulnerable communities	Anti-poverty strategy Housing Need Assessment Homeless Strategy Strategic Plan	The Hub OC participated in the public meeting, public hearing during the needs assessment process, Housing Summit and completed needs assessment survey.
Jamboree Housing	Nonprofit housing developer	Housing Need Assessment Homeless Strategy Strategic Plan	Jamboree Housing participated in the Housing Summit and needs assessment survey.
Love Orange	Services-Children Services-Elderly Persons-Services-Persons with disabilities-Services-vulnerable communities	Anti-poverty strategy Housing Need Assessment Homeless Strategy	Love Orange participated in the Housing Summit and needs assessment survey.

OC Goodwill	Services – workforce development	Housing Need Assessment Non-Homeless Special Needs Strategic Plan	OC Goodwill participated in the Housing Summit and needs assessment survey.
OC Rescue Mission	Services-Children Services-Elderly Persons-Services-Persons with disabilities-Services-vulnerable communities	Housing Need Assessment Non-Homeless Special Needs Strategic Plan	OC Rescue Mission participated in the Housing Summit and needs assessment survey.
Orange Housing Development Corporation (OHDC)	Non-profit housing developer	Housing Need Assessment Homeless Strategy Strategic Plan	OHDC participated in the Housing Summit and needs assessment survey.
Temporary Shelter	Emergency Shelter Provider	Housing Need Assessment Homeless Strategy Strategic Plan	Temporary Shelter participated in the Housing Summit and needs assessment survey.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City consulted all known local agencies and organizations involved in activities that are relevant to the preparation of this Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Orange	Homelessness strategy
Housing Element	City of Orange	Housing Affordability Policies and Programs

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City worked with the Orange County Housing Authority (OCHA), the Orange County Office of Care Coordination, and the Orange County Social Services Agency during the preparation of the Consolidated Plan.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting.

A Community and Stakeholder Survey was conducted to gather data for the preparation of the Analysis of Impediments to Fair Housing and the 2025-2029 Consolidated Plan process from August 10, 2023 through December 30, 2023. The survey was hosted on the City's website housing page, social media, city kiosk, and made available in paper form on the City Clerk and Community Development counters. To maximize outreach opportunities, the City also conducted the survey at the 2023 National Night Out, Treats in the Streets, and Annual Tree Lighting events and the 2023 El Modena Neighborhood Outreach. The City also held a Housing Summit in October 2023. A workbook was distributed to stakeholders at a Housing Summit to solicit input and assess housing needs, infrastructure and facilities needs including broadband, service needs, fair housing needs, economic development needs, and transportation needs.

The City advertised the availability of CDBG and HOME funds, held one public hearing (March 13, 2025) and one public meeting (February 13, 2025) before the CDBG program advisory body and a public meeting (April 8, 2025) and a public hearing before the City Council (June 24, 2025). The City collected input from local nonprofit agencies, and encouraged residents to participate in the development of the 2025- 2029 Consolidated Plan and the 2025-26 Annual Action Plan. The City provided the needs assessment survey in English and Spanish at various public and nonprofit service counters and on the City's website. The City considered the survey responses when setting program goals and priorities.

Citizen Participation Outreach	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	N/A	N/A	N/A	N/A
2	Letters to Public Service Agencies	Invitation to 78 different fair housing service organizations across Orange County to participate in focus groups and interviews.	Four one-on-one interviews and two focus groups were conducted during the preparation of the Analysis of Impediments.	Comments comprised of the fair housing issues frequently encountered by the organizations, the underlying causes for those issues, and ongoing efforts currently to address them.	All comments received were considered in the preparation of this report.	N/A
3	Community Meetings (In person and virtual)	City residents, interested organizations	The City and County, respectively, provided opportunities to engage via in-person and online to accommodate various residents' needs.	Citizen input and comments will be included in the Con Plan.	All comments were accepted.	N/A

Citizen Participation Outreach	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	185 survey respondents participated.	Comments comprised of needs for affordable rental housing units, improvements to public facilities, and homeless shelters.	All comments received were considered in the preparation of this report.	N/A

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City of Orange held a housing summit in October of 2023 and promoted a community outreach survey to collect input from the public on housing and community needs. Based on the needs that were identified during the community outreach process, as well as data from the 2020 American Community Survey (5-year estimate) and 2016 – 2020 Comprehensive Housing Affordability Strategy (CHAS), priority needs, goals, and objectives for the Consolidated Plan were identified.

1. Economic Development
2. Affordable Rental Housing
3. Public Services
4. Homeless Population Needs
5. Public Capital and Infrastructure Improvements
6. Fair Housing Services
7. Tenant Based Rental Assistance

NA-10 Housing Needs Assessment - 24 CFR 91.205

Summary of Housing Needs

The Housing Needs Assessment section of this Consolidated Plan utilizes data from the 2016-2020 American Community Survey (ACS) 5-year estimates as well as 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) data from HUD. The City's total population is currently 139,320, a less than 1% decrease since 2009. Incidentally, the number of households actually increased slightly by 2%. Small family households make up the largest household group at 47%. Moreover, the two senior household categories (62 years to 74 years and 75 years and older) combined in the extremely low-income category is larger than the non-senior households. From this data, we can infer that affordable senior rental housing is a need in the community. The statistical data from the 2016-2020 ACS 5-year estimates on demographics, income, and housing reveals the following key information:

- Median household income is $96,605.
- Median house price is $680,300.
- Median monthly rent is $1,751.
- More than half of the City's housing units are owner-occupied (59.2%).
- Almost 39% of the City's population makes less than $75,000.
- Approximately 10.3% of the City's population lives below the poverty rate.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	139,760	139,320	-0%
Households	42,680	43,325	2%
Median Income	$78,513.00	$96,605.00	23%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	6,070	5,195	8,800	4,805	18,450
Small Family Households	1,705	2,325	3,550	1,845	10,790
Large Family Households	615	510	1,185	715	1,975
Household contains at least one person 62-74 years of age	1,250	1,290	2,115	1,570	4,230
Household contains at least one person age 75 or older	1,245	770	995	475	1,410

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Households with one or more children 6 years old or younger	1,110	854	1,330	700	1,415

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	140	100	35	40	315	15	10	0	0	25
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	280	100	235	45	660	0	15	35	115	165
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	405	340	430	180	1,355	45	55	110	30	240
Housing cost burden greater than 50% of income (and none of the above problems)	2,090	925	440	0	3,455	1,295	885	1,020	70	3,270

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	360	980	1,800	455	3,595	150	650	1,050	725	2,575
Zero/negative Income (and none of the above problems)	295	0	0	0	295	50	0	0	0	50

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	2,915	1,465	1,140	265	5,785	1,350	965	1,165	215	3,695
Having none of four housing problems	1,155	1,260	3,445	2,100	7,960	650	1,505	3,055	2,225	7,435
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,130	1,285	985	3,400	400	640	665	1,705
Large Related	505	305	185	995	60	130	265	455
Elderly	665	325	385	1,375	855	625	900	2,380
Other	935	445	795	2,175	160	200	285	645
Total need by income	3,235	2,360	2,350	7,945	1,475	1,595	2,115	5,185

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	410	410	345	325	0	670
Large Related	0	0	115	115	60	60	50	170
Elderly	485	135	25	645	775	360	600	1,735
Other	0	855	365	1,220	145	0	0	145
Total need by income	485	990	915	2,390	1,325	745	650	2,720

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	680	390	550	200	1,820	45	60	90	95	290
Multiple, unrelated family households	14	65	120	34	233	0	10	55	49	114

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	30	44	0	10	84	0	0	0	0	0
Total need by income	724	499	670	244	2,137	45	70	145	144	404

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

It is important to note that the "other" classification in Tables 9, 10, and 11 is attributed to "single-person households." 2016 – 2020 CHAS data for "low-income or below" (i.e. – making less than 80% AMI) and "single - person households" under the categories for "cost burden greater than 30%, "cost burden greater than 50%", and "crowding" indicates the following observations. Based on this information, there is a need for more affordable studios or 1-bedroom apartments for low income, single-person households.

1. Single-person households that are considered "low income or below" and "renters" make up roughly one third of the low-income household renters that report facing cost burden.

2. Cost burden greater than 30% - 2,175 single-person households with incomes less than 80% of AMI pay more than 30% of their income on rental housing expenses.

Cost burden greater than 50% - 1,220 single-person households with incomes less than 80% of AMI pay more than 50% of their income on rental housing expenses.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault, and stalking.

The City does not allocate funding to the Section 8 program operated by the Orange County Housing Authority. Therefore, the City does not have access to the data collected from the

applicants through the Section 8 program to provide specific information on the number and types of families in need of Section 8 vouchers. Furthermore, the Orange County Housing Authority does not collect this type of information for families participating in the Section 8 program.

What are the most common housing problems?

Among renters, the most prevalent issue is housing cost burden greater than 30% of income, with 3,595 households affected, predominantly in the 50 - 80% AMI range. Additionally, 3,455 renter households face a housing cost burden greater than 50% of their income, 60% of which are in the 0 – 30% AMI income bracket. Similarly, overcrowding and severe overcrowding are more prevalent amongst lower income renting households. The most prevalent housing issue for owners is housing cost burden greater than 50%. Once again, the majority of owner households (40%) that reported a cost burden greater than 50% are in the extremely low-income (0 – 30% AMI) bracket.

Overall, the data reflects a shortage of affordable rental housing for households that make less than 30% of the Area Median Income.

Are any populations/household types more affected than others by these problems?

Special needs populations such as the elderly are more susceptible to housing problems. For example, there are 485 renter households in the City of Orange that make less than 30% of the Area Median Income and report a housing cost burden greater than 50%, 100% of which are elderly households.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The City of Orange does not receive funds to specifically address the needs of the homeless but rather works in collaboration with the County and surrounding jurisdictions to do such. Several nonprofits operate within Orange to provide support and resources to individuals or families who are at risk of becoming homeless, such as Mercy House and the Hub Resource Center.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The high cost of housing is a significant factor in the instability and increased risk of homelessness in the City of Orange. As previously mentioned, the median home value in Orange is $680,300, which is 196% increase from the national median of $229,800. Similarly, the median monthly rent in the City of Orange is $1,751 compared to the national median of $929.

Discussion

Refer to the sections above.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The City's primary racial or ethnic group is White including White Hispanics. A disproportionately greater housing need exists when members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the income level as a whole. The following tables identify the presence of one or more housing problems among households of differing race/ethnicities and income levels, with the analysis that follows identifying any racial/ethnic group having evidence of a disproportionate housing need.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,770	1,300	0
White	1,975	675	0
Black / African American	135	10	0
Asian	710	250	0
American Indian, Alaska Native	0	20	0
Pacific Islander	0	0	0
Hispanic	1,800	335	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%.

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,055	1,140	0
White	1,875	635	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Black / African American	30	10	0
Asian	380	175	0
American Indian, Alaska Native	0	0	0
Pacific Islander	45	0	0
Hispanic	1,670	305	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%.

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,150	3,650	0
White	2,245	1,885	0
Black / African American	175	55	0
Asian	795	270	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,890	1,235	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%.

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,665	3,140	0
White	815	1,805	0
Black / African American	40	10	0
Asian	180	255	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	10	0
Hispanic	535	955	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%.

Discussion

The tables above identify the presence of one or more housing problems (lacks complete kitchen, lacks complete plumbing, overcrowding at > 1 person per room, or overpayment at > 30%) for different racial/ethnic groups within a given income category. The following summarizes the results of these CHAS tables and identifies groups experiencing disproportionate housing need in the City of Orange.

0 – 30% of Area Median Income

- 79% of extremely low-income households in the City of Orange have one or more housing problems, 38% of these households identified as Hispanic.
- The highest incidence of housing problems amongst extremely low-income households is experienced by Black/African American households at 93% although they only make up roughly 2% of the total 6,070 extremely low-income households.

30 – 50% of Area Median Income

- The highest incidence of housing problems amongst low-income households is experienced by Pacific Islanders (100%), Black/African Americans (75%), and White

households (75%). Despite these numbers, Pacific Islanders and Black/African American households each only make up less than 1 percent of this income group.

- Similar to the last income group, zero households reported no or negative income without the presence of at least one other housing problem.
- Of the 1,975 Hispanic households in this income group, 85% experienced one or more housing problems.

50 – 80% of Area Median Income

- 76% of Black/African American households in this income group experienced one or more of the four housing problems despite only making up 3% of this income group. 75% of Asian households in this income group experienced one or more housing problems while making up 12% of the total group.
- 59% of median income households in the City of Orange have housing problems, with high incidences among all racial groups, ranging from 54% (White) to 76% (Black/African American).
- 60% of Hispanic households in the median income bracket have housing problems. Hispanic households make up 36% of the total households in this income group.

80 – 100% of Area Median Income

- 35% of median income households in the City of Orange have housing problems with incidences amongst racial groups ranging from 0% to 80%.
- The highest incidence of housing problems (80%) in this income group is experienced by Black/African American households although they only make up 1% of median income households in the City. Asian households make up 9% of this income group yet 41% experience housing problems.
- There are only 10 Pacific Islander households in the median income bracket, none of them experience housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

While the City is predominately White (69%) and race plays a role in determining if a household is more susceptible to housing problems, severe housing problems are tightly linked to income levels as well as race and ethnicity.

A disproportionately greater housing need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the entire income bracket. The following tables identify the presence of *severe* housing problems among households of differing race/ethnicities and income levels, with the analysis that follows identifying any racial/ethnic group evidencing a disproportionate housing need.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,265	1,805	0
White	1,720	935	0
Black / African American	110	40	0
Asian	630	335	0
American Indian, Alaska Native	0	20	0
Pacific Islander	0	0	0
Hispanic	1,690	450	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%.

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,430	2,765	0
White	1,085	1,425	0
Black / African American	30	10	0
Asian	280	270	0
American Indian, Alaska Native	0	0	0
Pacific Islander	45	0	0
Hispanic	960	1,015	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%.

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,305	6,500	0
White	765	3,365	0
Black / African American	80	150	0
Asian	375	690	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,070	2,065	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%.

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	480	4,325	0
White	150	2,475	0
Black / African American	0	50	0
Asian	50	380	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	10	0
Hispanic	280	1,210	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%.

Discussion

The tables above identify the presence of one or more severe housing problems (lacks complete kitchen facilities, lacks complete plumbing facilities, overcrowding at more than 1.5 persons per room, or cost burden over 50%) for different racial/ethnic groups within a given income category. The following summarizes the results of these CHAS data tables and identifies groups experiencing disproportionate housing need in the City of Orange.

0 – 30% AMI

- 70% of extremely low-income households in the City of Orange, as a whole, have one or more severe housing problems.
- 73% of Black/African American households in this income group experience severe housing problems, although they only make up 2% of the total 6,070 extremely low-income households. Similarly, 65% of Asian households in this income group have severe housing problems, accounting for 16% of the total.
- There are 20 American Indian or Alaska Native households in this income bracket, none of which reported severe housing problems.

- Hispanic households face severe housing problems at a rate of 79%, representing 35% of the total households in this group.

30 – 50% AMI

- 47% of low-income households in the City of Orange have one or more housing problems.
- There are only 45 Pacific Islander households and 40 Black/African American households in the low-income group, respectively making up roughly 1% of the total 5,195 low-income households. However, these groups have the highest incidence of severe housing problems. 100% of Pacific Islander households and 75% of Black/African American low-income households reported severe housing problems.
- 51% of Asian households in this income group have severe housing problems, accounting for 11% of the total.

50 – 80% AMI

- 26% of households in the 50-80% AMI range report having one or more severe housing problems.
- The highest incidence of severe housing problems in the moderate-income bracket is found among Black/African American (35%) and Asian households (35%), although Black/African American households only make up 3% of moderate income households and Asian households only make up 12%

80 – 100% AMI

- 10% of households in the median income level report severe housing problems.
- 6% of White households in this income group experience severe housing problems, making up the largest portion of the total households at 2,625, which represents 55% of the total.
- 12% of Asian households in this income group have severe housing problems, accounting for 430 households and 9% of the total.
- Black/African American households comprised approximately 1% of this income group, while Pacific Islander households accounted for less than 0.5%. Although neither group experienced severe housing problems within this category, they remain at greater risk in lower income brackets. This trend highlights the intersectionality of income level and race/ethnicity in assessing a household's vulnerability to severe housing challenges.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

The data indicates that White (including non-Hispanic) households earning less than 30% of Area Median Income (AMI) experience housing cost burden at a disproportionate rate, making up 56% of housing burdened households in this income category. Roughly one out of four of the households earning less than 30% of AMI identify as Hispanic. For income levels between 30% to 50% AMI and more than 50% of AMI, the impact of housing cost burdens affects higher percentages of White households followed by Hispanic and then Asian households.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	26,950	8,420	7,600	365
White	15,145	4,180	3,460	240
Black / African American	165	225	195	0
Asian	3,595	1,035	1,195	20
American Indian, Alaska Native	100	0	0	0
Pacific Islander	85	0	45	0
Hispanic	6,940	2,635	2,535	105

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

Please refer to the narrative above.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The data reflects that Black/African American and Pacific Islander households across different income levels have a disproportionately greater need than the needs of that income category as a whole. Hispanic (including White Hispanic) households exhibited a disproportionate need as well. Households at lower income levels (below 80%) have an increased need for decent and affordable housing.

If they have needs not identified above, what are those needs?

No other housing needs identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The City of Orange has few predominately Hispanic neighborhoods. These geographic areas include Central Orange (near Glassell Street and Katella Avenue), El Modena, and Olive (near Lincoln Avenue and Batavia Street).

NA-35 Public Housing – 91.205(b)

Introduction

The City of Orange does not own any public housing projects but works collaboratively with and is assisted by the Orange County Housing Authority (OCHA) which operates a Section 8 Rental Assistance and Housing Choice Voucher Program. Therefore, the City does not have access to the data collected for the Section 8 or Housing Choice Voucher Program. The information shown in the following tables is collected from The Public and Indian Housing Information Center (PIC) dataset, an annual extract from HUD's administrative system that manages financial controls over Indian Housing, Housing Choice Voucher, and Public Housing programs.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	10,825	0	10,418	187	207	10

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	16,476	0	16,470	17,239	15,594
Average length of stay	0	0	0	8	0	8	0	4
Average Household size	0	0	0	2	0	2	1	3
# Homeless at admission	0	0	0	87	0	5	72	10
# of Elderly Program Participants (>62)	0	0	0	4,926	0	4,884	38	3
# of Disabled Families	0	0	0	2,163	0	2,075	64	14
# of Families requesting accessibility features	0	0	0	10,825	0	10,418	187	207
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	5,857	0	5,528	139	182	6
Black/African American	0	0	0	745	0	693	39	10	2
Asian	0	0	0	4,128	0	4,107	4	15	2
American Indian/Alaska Native	0	0	0	64	0	60	4	0	0
Pacific Islander	0	0	0	31	0	30	1	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	1,941	0	1,814	34	87	4
Not Hispanic	0	0	0	8,884	0	8,604	153	120	6
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The City does not allocate funding to the Section 8 or Housing Choice Voucher program operated by the Orange County Housing Authority.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The City does not allocate funding to the Section 8 or Housing Choice Voucher program operated by the Orange County Housing Authority.

How do these needs compare to the housing needs of the population at large

The City does not allocate funding to the Section 8 or Housing Choice Voucher program operated by the Orange County Housing Authority.

Discussion

Please refer to the sections above.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The County of Orange released the 2024 biennial “Point-in-Time Count” that provides information on homeless individuals and households throughout the County. This report shows that on a given night in the last ten days of January 2024, the City of Orange had a total of 369 homeless, including individuals and families, 42% of which were sheltered and 58% of which were unsheltered. Information on special populations such as seniors and veterans was not published in this report, however local nonprofits such as The Hub Resource Center (HRC), Mercy House, Illumination Foundation, and HomeAid offer housing navigation and case management services to this population. While Orange does not receive homeless related grants from HUD, the City supports the efforts of these organizations and the County of Orange’s Continuum of Care strategies to address homelessness.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The City is not a recipient of homeless related grants.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
Ethnicity:	Sheltered:	Unsheltered (optional)

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

This information is not included in the last PIT County Report.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

This information is not included in the last PIT County Report.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The 2024 PIT count revealed that out of the 369 homeless in the City of Orange, 214 were unsheltered and 155 were sheltered. Although there was a slight decrease in the number of unsheltered (31% decrease) and sheltered (22% decrease) homeless between 2019 and 2022, the numbers in the latest 2024 report are higher than those of both 2019 and 2022, reflecting an increased need for homeless assistance in the City. The after-effects of the Covid-19 pandemic may also have impacted these numbers.

Discussion:

Please refer to the sections above.

NA-45 Non-Homeless Special Needs Assessment - 91.205

Introduction:

Although special needs populations do not make up significant portions of the population, the City of Orange supports and encourages affordable housing development projects targeted to these groups, specifically low-income special needs persons, since they are more susceptible to fair housing barriers.

There are a number of senior housing developments throughout the City, many of which are affordable such as Triangle Terrace, a 75 unit affordable senior community comprised of studios and one-bedroom apartments, Palmyra, Richlyn & Fern Gardens Senior Apartment Homes offering one and two-bedroom units for low-income seniors, and Villa St. Joseph, a community of 18 one-bedroom units for seniors experiencing homelessness.

Describe the characteristics of special needs populations in your community:

The American Community Survey's 2020 5 – year estimate reveals that approximately 8.5% of the City's population is disabled, 49% of which report an ambulatory difficulty.

What are the housing and supportive service needs of these populations and how are these needs determined?

As previously mentioned, the most common disability amongst residents in the City of Orange is ambulatory difficulties. This points to a need for more accessible housing and reasonable accommodations for those with ambulatory disabilities such as more ramps in public buildings. The City allocated $90,000 of CDBG funds for the fiscal year of 2024 – 2025 to support the Public Works initiative of adding more ADA Wheelchair Access Ramps throughout Orange.

According to ACS 2016 – 2020 data, approximately 14% of the City's population is elderly (over the age of 65). The Orange County Housing Authority (OCHA) operates a Section 8 Rental Assistance/Housing Choice program for the City and provides housing to seniors seeking Section 8 housing units. The Orange County Health Care Agency administers the Senior Health Outreach & Prevention Program (SHOPP) which provides crisis intervention and community outreach services to low-income seniors over the age of 60. The City itself has a Senior Center where a variety of free and minimal cost workshops, services, and classes are offered. The Orange Senior Center also offers food assistance and transportation services. Sunrise of Orange is a 62-bed assisted living facility for seniors.

Overall, there is a need for more affordable housing for all special needs populations (disabled, elderly, and persons with HIV/AIDS).

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to information from the 2022 Orange County HIV Continuum of Care, at the end of 2022, there were 6,916 individuals residing in Orange County diagnosed with HIV. The Centers for Disease Control and Prevention (CDC) estimates that approximately 16% of persons living with HIV/AIDS are unaware of their status, therefore, the total estimated number of persons living with HIV in Orange County for the year of 2022 was 8,204.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

The County of Orange administers a Housing Opportunities for Persons with AIDS program which can be used for either project-based or tenant-based rental assistance, short-term rent, mortgage, or utility payments.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Orange proudly maintains 22 public parks, each featuring a unique range of amenities such as volleyball courts, tennis courts, BBQ stations, and community buildings. Despite these offerings, the City continues to face ongoing funding needs to support enhancements to its parks system, recreational facilities, and public streets.

As part of the preparation for the 2025–2029 Consolidated Plan, a community outreach survey revealed that approximately 27% of respondents identified parks and recreational facilities as the top priority among community facility needs. Additionally, the City's Public Works Department utilizes a significant portion of CDBG funding to support street and ADA improvements in neighborhoods primarily composed of low- and moderate-income residents.

How were these needs determined?

These needs were determined based on a needs assessment survey that was conducted in preparation for the 2025 – 2029 Consolidated Plan cycle.

Describe the jurisdiction's need for Public Improvements:

The City continues to face significant infrastructure challenges, particularly within low-income neighborhoods where public streets, sewer systems, and storm drains are in need of repair or replacement. According to the recent needs assessment survey, residents identified street improvements and enhanced code enforcement as top infrastructure priorities. The City's FY 2024 Five-Year Capital Improvement Plan also identifies eight roadway bridges requiring maintenance. These structures have been inspected by Caltrans, which has provided specific recommendations for repairs. While a comprehensive maintenance and retrofit plan has been developed, implementation is currently pending funding availability.

How were these needs determined?

These needs were determined based on a needs assessment survey that was conducted in preparation for the 2025 – 2029 Consolidated Plan cycle as well as the Public Works section of the City's FY 2024 Five-Year Capital Improvement Plan.

Describe the jurisdiction's need for Public Services:

The City has a need for youth services and homeless services focused on providing supportive and transitional housing for residents experiencing homelessness. The City currently allocates CDBG funds to the HUB OC Youth Centers of Orange's after school program; Families Forward, a housing services and homeless prevention organization; the Friendly Center, which provides food

to those in need; and the Assistance League of Orange, an organization that provides uniforms and supplies to low-income children.

How were these needs determined?

These needs were determined based on a needs assessment survey that was conducted in preparation for the 2025 – 2029 Consolidated Plan cycle as well as the City's General Plan.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Overall, there is a very high demand for affordable housing within the City of Orange. Data from the 2016 – 2020 American Community Survey reflects that the median home value in the City is $680,300, the median contract rent is $1,751 and the median income is $96,605. The high cost of living and housing, coupled with low wages, a dwindling of local, state, and federal funding, and increased cost of land and construction materials has only exacerbated the existing affordable housing crisis. Homeownership has become increasingly difficult for households in lower income brackets.

The City of Orange currently boasts 1,426 affordable housing units and continues to seek opportunities to partner with affordable housing developers to build affordable developments and units for low-income households. Most recently, the City added the following affordable housing developments to its list: Villa St. Joseph, a community of 50 affordable housing units, of which 18 one-bedroom units are for seniors experiencing homelessness; Valencia Gardens, a 62 unit affordable housing community; Katella Terrace, a 75 unit affordable housing development for seniors; and Orion, a 166 unit affordable senior housing development.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

According to data from the 2016 – 2020 ACS 5 – year estimates, the total number of housing units in the City of Orange is 45,160. As shown below in table 31, the majority of housing units (56%) are single family houses. 66% of housing units in Orange are one-unit structures. Out of the occupied housing units in the City, 59.2% are owner-occupied and 40.8% are renter-occupied. The average household size is three. Due to the high cost of housing throughout the State, there is a high demand for affordable rental housing units.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	25,240	56%
1-unit, attached structure	4,445	10%
2-4 units	5,325	12%
5-19 units	3,580	8%
20 or more units	5,295	12%
Mobile Home, boat, RV, van, etc	1,275	3%
Total	*45,160*	*100%*

Table 26 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	130	1%	1,030	6%
1 bedroom	550	2%	4,135	23%
2 bedrooms	3,365	13%	7,510	42%
3 or more bedrooms	21,610	84%	5,005	28%
Total	*25,655*	*100%*	*17,680*	*99%*

Table 27 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City leverages CDBG and HOME funds to assist low- to moderate-income families and individuals throughout the City who are in need of housing assistance. Furthermore, the Housing Choice Voucher program administered by the Orange County Housing Authority serves households with federally funded rental assistance. The Housing Authority gives priority on the

waiting list to veterans, the elderly, and persons with disabilities. There are currently 9,925 units throughout the entire County of Orange that receive assistance in the form of a Housing Choice Voucher, approximately 9% are veteran households and approximately 17% are part of the Authority's Family Unification Program which seeks to support families and youth who are at risk of losing their children to foster care, or who are aging out of foster care and at risk of homelessness.

The following is a list of affordable housing projects in the City of Orange that rely on funding from federal programs:

Project	30%	50%	60%	70%	Manager	Total
Valencia Gardens	20	9	25	7	1	62
Katella Terrace	8	44	21	0	1	74
Villa St. Joseph	24	25	0	0	1	50
Orion Project	17	32	32	83	2	166
Total	69	110	78	90	5	352

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Typically, the City enforces a long-term affordability period of 55 years for most of its affordable housing projects. Some of these projects have an indefinite affordability term linked to the conditional land use permit. In the near future, only two project, Adams Triplex I and Casas Del Rio, will conclude their affordability periods in 2027 and 2028 respectively. Adams Triplex I includes three assisted affordable housing units while Cases Del Rio has 40 for elderly residents and although their current affordability is tied to their loan which terminates in 2028, their mission is to preserve the affordability of the units in perpetuity.

Does the availability of housing units meet the needs of the population?

Overall, the City of Orange, and the state of California as a whole, is experiencing a housing shortage across all income levels. The City's Housing Plan, included in the 2021 – 2029 Housing Element, describes the specific policy action and goals the City intends to take to achieve long-term housing objectives. The City's 2021 – 2029 Regional Housing Needs Assessment identified the need for 3,936 new housing units, 27% of which are to be for very low-income (0 – 50% County Median Family Income [MFI]) residents, 15% low-income (51 – 80% County MFI), 17%

moderate income (81 – 120% County MFI), and 40%, the majority, for above moderate-income households (120% or more of County MFI).

Describe the need for specific types of housing:

It is clear that this is a need for affordable multifamily housing units in the City, especially for extremely low, very low, and low income households. The rising number of homeless individuals and families also points to a need for more transitional and supportive housing, as well as single-room occupancy (SRO) units which would also benefit senior residents struggling to access affordable housing that meets their needs.

Discussion

Overall, in the City of Orange, like many areas across California, the demand for affordable housing units often exceeds the available supply. Some key factors contributing to this include high land and construction costs, limited funding for affordable housing projects, zoning restrictions, and more. The City has taken steps to address this issue by identifying opportunities for housing sites near employment and transit hubs, offering incentives for developers such as the density bonus program, and utilizing funding from HOME and CDBG to support affordable housing projects and low- to moderate-income individuals and families.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The City of Orange's housing market has grown substantially in the past decade, with the median home value increasing by 27% based on the ACS data shown below in table 33. Population growth as well as a statewide housing shortage have contributed to the very strong demand for housing. As previously mentioned, the national median home value of $229,800 is a 196% decrease from the median home value in Orange. This makes homeownership unattainable for many households in City, where the median rent is also 47% more than that of the U.S. as a whole. Due to the high cost of housing, many households in lower income brackets are at risk of homelessness and experience housing problems such as overcrowding or cost burden (paying more than 30% of their income towards housing costs).

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	534,300	680,300	27%
Median Contract Rent	1,469	1,751	19%

Table 28 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	1,220	6.9%
$500-999	1,185	6.7%
$1,000-1,499	3,855	21.8%
$1,500-1,999	5,625	31.8%
$2,000 or more	5,780	32.7%
Total	*17,665*	*99.9%*

Table 29 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	965	No Data
50% HAMFI	2,410	595
80% HAMFI	9,365	1,465
100% HAMFI	No Data	2,490
Total	*12,740*	*4,550*

Table 30 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	$2,200	$2,344	$2,783	$3,769	$4,467
High HOME Rent	$1,826	$1,958	$2,352	$2,708	$3,001
Low HOME Rent	$1,381	$1,479	$1,776	$2,051	$2,288

Table 31 – Monthly Rent

Data Source: 2024 HOME Program Rents for Santa Ana-Anaheim-Irvine, CA HUD Metro

Is there sufficient housing for households at all income levels?

As previously noted, the City's Housing Element outlines plans to accommodate over 3,900 new housing units across different income levels. According to an affordable housing list published by the Orange County Housing & Community Development Commission and revised as recently as December of 2024, there are a little over 1,400 affordable housing units in the City of Orange, approximately 68% of which are affordable to low and very low-income households.

How is affordability of housing likely to change considering changes to home values and/or rents?

As previously discussed, the City of Orange and California as a whole boasts a competitive housing market with high costs. High home values, however, means less affordability, which is why the City maintains a number of affordable housing units that are greatly subsidized and have a long-term affordability period (i.e. - 55 years or in perpetuity).

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

According to the 2016 – 2020 ACS estimate, the median contract rent in Orange is $1,751. Fair market rent based on the 2024 HOME Program Rent Limits published by HUD are more than this, even for one-bedroom units. Low HOME Rent Limits are less. HOME-assisted units throughout the City of Orange are subject to HOME rent limits which is good for the community in that it creates and preserves affordable housing.

Discussion

Please refer to the sections above.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section provides an overview of housing conditions in the City of Orange including housing stock, risk of containing lead-based paint, and the need of rental and owner-occupied rehabilitation.

There are four main housing conditions:

1. Lack of complete kitchen facility
2. Lack of complete plumbing facility
3. More than one person per room
4. Housing cost of more than 30%

More renter households experienced at least one of the aforementioned housing conditions than did owner-occupied housing units.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	7,855	31%	8,410	48%
With two selected Conditions	135	1%	1,250	7%
With three selected Conditions	10	0%	120	1%
With four selected Conditions	0	0%	0	0%
No selected Conditions	17,650	69%	7,895	45%
Total	*25,650*	*101%*	*17,675*	*101%*

Table 32 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	2,205	9%	1,920	11%
1980-1999	6,170	24%	3,670	21%
1950-1979	16,110	63%	10,185	58%
Before 1950	1,170	5%	1,905	11%
Total	*25,655*	*101%*	*17,680*	*101%*

Table 33 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	17,280	67%	12,090	68%
Housing Units build before 1980 with children present	2,235	9%	1,150	7%

Table 34 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	1,830
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 35 - Vacant Units

Data Source: 2016 – 2020 ACS 5-year Estimates

Need for Owner and Rental Rehabilitation

The majority of housing units in the City of Orange—63% of owner-occupied and 58% of renter-occupied—were constructed between 1950 and 1979. This trend aligns with national patterns, as the largest share of the U.S. housing stock was built between 1975 and 1979, coinciding with the peak home-buying years of the baby boomer generation. The City also contains a significant concentration of historic homes within the Old Towne district, many of which require ongoing maintenance and rehabilitation to preserve their integrity and habitability.

To support preservation, the City offers a Mills Act Program, providing property tax incentives to owners who commit to restoring and maintaining historic properties. Additionally, the City acknowledges the broader need for housing rehabilitation assistance, particularly for low-income households. In accordance with the Housing Element, the City would consider implementing rehabilitation funding programs, subject to the availability of resources.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

According to 2016 – 2020 CHAS data shown above in Table 39, only 9% of owner-occupied and 7% of renter-occupied housing units built before 1980 are occupied by families with children present. While exact data is not available, it is safe to assume that these units are likely occupied

by low to moderate income families as they are inexpensive to own and rent. The Orange County Health Care Agency operates the "Childhood Lead Poisoning Prevention" program for the entire county. This agency receives reports of lead-based paint poisoning from the State and provides case management services as well as educational programs to families affected by lead poisoning. In addition, Orange County has a new program to help families affected by lead poisoning. The California Department of Public Health, Lead Poisoning Prevention at no cost to the homeowner. Households that are eligible must live in a housing unit within Orange County constructed before 1978, be low-income, and have a child under the age of six.

Discussion

According to 2016 – 2020 ACS 5 – year estimate data, the City of Orange has a total of 45,157 housing units, 4.1%, or 1,830 of which are vacant.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of Orange does not own, operate, or develop public housing units. Instead, the Orange County Housing Authority (OCHA) administers the Section 8 Housing Choice Voucher program for the city. Since the City of Orange does not allocate funding to this program, it does not have access to the data collected through Section 8 administration.

The data presented in the following table is sourced from the federal Public and Indian Housing (PIH) Information Center and reflects information on the Orange County Housing Authority as a whole. Because the City of Orange does not have direct access to this dataset, it cannot verify or provide detailed insights beyond what is reported at the federal level.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available				9,925			879	1,669	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

The City of Orange does not develop or manage public housing. Public housing developments are typically owned and operated by local public housing authorities (PHAs), but the City of Orange does not have its own PHA. Instead, the Orange County Housing

Authority (OCHA) oversees federally funded housing assistance programs, such as the Section 8 Housing Choice Voucher program, for eligible low-income households within the city.

Since OCHA primarily administers rental assistance rather than constructing or managing public housing developments, there is no dedicated public housing stock within the City of Orange. Affordable housing in the city is instead provided through private developments that receive federal, state, or local funding support, such as Low-Income Housing Tax Credit (LIHTC) projects, HUD-assisted housing, and other subsidized rental opportunities.

Given that the city does not directly operate public housing, it does not maintain detailed records on public housing units within its jurisdiction. Data on public and assisted housing in the area must be obtained through regional or federal sources such as OCHA or HUD databases.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

There is no public housing in the City of Orange. Given that the city does not directly operate public housing, it does not maintain detailed records on public housing units within its jurisdiction. Data on public and assisted housing in the area must be obtained through regional or federal sources such as OCHA or HUD databases.

Public Housing Condition

Public Housing Development	Average Inspection Score
N/A	N/A

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

There is no public housing in the City of Orange. Given that the city does not directly operate public housing, it does not maintain detailed records on public housing units within its jurisdiction. Data on public and assisted housing in the area must be obtained through regional or federal sources such as OCHA or HUD databases.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

There is no public housing in the City of Orange. Given that the city does not directly operate public housing, it does not maintain detailed records on public housing units within its jurisdiction. Data on public and assisted housing in the area must be obtained through regional or federal sources such as OCHA or HUD databases.

Discussion:

The city does not operate or own public housing units.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	730	1,553	1,364	0	1,673
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	217	0	0
Unaccompanied Youth	0	0	0	0	0

Table 38 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

In addition to targeted services for individuals experiencing homelessness, the City of Orange collaborates with various mainstream service providers to address health, mental health, and employment needs. These services are integral to a comprehensive approach, helping individuals achieve stability and self-sufficiency.

Health and Mental Health Services

Orange County Health Care Agency (HCA): HCA offers a range of health services, including mental health programs for adults with serious mental illnesses. The Supported Employment (SE) program serves residents aged 18 and older, assisting them in obtaining competitive or volunteer employment.

Be Well Orange County: A collaborative initiative aimed at establishing a coordinated system of mental health care, Be Well OC provides crisis stabilization units, outpatient services, and community-based support to individuals, including those experiencing homelessness.

Federally Qualified Health Centers (FQHCs): Facilities such as Serve the People and SOS Health Care offer accessible medical, dental, and mental health services to low-income and homeless individuals in Orange County.

Employment Services

Orange County Workforce Development Board (OCWDB): Through the America's Job Centers of California (AJCCs), OCWDB provides job training, placement assistance, and career counseling to help individuals, including those experiencing homelessness, re-enter the workforce.

Goodwill of Orange County: Offers vocational training and employment services tailored to individuals facing barriers to employment, such as homelessness or disabilities.

Working Wardrobes: Provides job readiness programs, including resume building, interview preparation, and professional attire, to empower individuals transitioning into the workforce.

By integrating these mainstream services with targeted homeless assistance programs, the City of Orange and its partners strive to address the multifaceted challenges faced by individuals experiencing homelessness, promoting long-term stability and well-being.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40

Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Emergency Shelter and Crisis Response

Emergency Shelter Beds: There are 730 emergency shelter beds available for both households with adults and children and households with only adults in Orange County. These facilities provide temporary shelter, case management, and access to supportive services aimed at transitioning individuals into permanent housing.

Permanent Supportive Housing (PSH)

Permanent Supportive Housing for Adults and Families: There are currently 1,364 PSH beds designated for households with adults and children, with 1,673 additional beds under development. These units provide long-term housing with on-site case management and supportive services, targeting individuals who have experienced chronic homelessness.

Veteran Permanent Supportive Housing: There are 217 PSH beds specifically for veterans, providing stable housing and wraparound services for those who have served in the military and are experiencing homelessness.

Targeted Services by Population

1. Chronically Homeless Individuals and Families

- Be Well OC: Provides mental health and substance use treatment services, including crisis stabilization.
- Illumination Foundation: Offers temporary housing, medical respite care, and case management for those with serious health conditions.
- Mercy House: Provides permanent supportive housing and emergency shelter to individuals experiencing long-term homelessness.

2. Families with Children

- Family Assistance Ministries (FAM): Provides shelter, rental assistance, and case management for families.
- Pathways of Hope: Offers family shelter programs and rapid rehousing assistance.
- Orange County United Ways United to End Homelessness Program: Focuses on housing placement and financial assistance for families in crisis.
- Family Care Center: Provides emergency shelter, food, and services to families in need.

3. Veterans and Their Families

- Veterans Affairs (VA) Supportive Housing (VASH) Program: Offers housing vouchers and case management for homeless veterans.
- Tierney Center for Veteran Services: Provides employment support, housing assistance, and mental health services to veterans and their families.
- U.S. Vets Inland Empire: Offers transitional and permanent supportive housing for homeless veterans.

4. Unaccompanied Youth

- Casa Youth Shelter: Provides temporary housing and crisis intervention for youth aged 12-17.
- Covenant House California Orange County: Offers housing and job training programs for homeless youth.
- Orangewood Foundation: Supports young adults aging out of foster care with transitional housing, education, and job support.

These services and facilities work in coordination to address the diverse needs of the homeless population, providing shelter, housing assistance, mental health support, employment services, and long-term stability. The City of Orange remains committed to leveraging these resources as part of the regional effort to reduce homelessness and provide sustainable solutions for vulnerable individuals and families.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

As of 2024, the City of Orange, California, has an estimated population of approximately 137,965 residents. According to data from the U.S. Census Bureau, 5% of the population under the age of 65, and 30.4% of those aged 65 and over, are living with disabilities. This equates to approximately 13,800 individuals with disabilities in the city.

To support these residents, the City of Orange offers a range of services and facilities aimed at enhancing the quality of life for individuals with special needs.

Services in the City of Orange

Regional Center of Orange County (RCOC): A private, nonprofit organization contracted by the State of California to coordinate lifelong services and support for individuals with developmental disabilities and their families. RCOC serves over 26,000 Orange County residents with conditions such as autism, epilepsy, cerebral palsy, and intellectual disabilities.

Comfort Connection Family Resource Center: Operated by RCOC, this center connects families who have children with special needs to community resources and support, free of charge. Most of the staff are parents of children with developmental disabilities, providing peer support and guidance.

Family Support Network: Offers a wide range of programs to provide resources for families of children with special needs or those at risk. Services include assistance with navigating special education, disability services, and access to assistive.

Countywide Services technology

In-Home Supportive Services (IHSS): Helps eligible aged, blind, and disabled individuals, allowing them to remain safely in their own homes. Services include personal care, household chores, and accompaniment to medical appointments.

Dayle McIntosh Center: Offers services and advocacy for persons with disabilities, promoting independent living and community integration.

Council on Aging Southern California: Provides programs such as the Long-Term Care Ombudsman, Health Insurance Counseling and Advocacy Program (HICAP), and the Financial Abuse Specialist Team (FAST) to support older adults and individuals with disabilities.

These services, among others, are designed to enhance the quality of life for individuals living with disabilities in the City of Orange and throughout Orange County, ensuring access to necessary support and resources.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The City of Orange recognizes the critical need for affordable housing and quality care for its vulnerable populations, including:

- Frail elderly individuals
- Persons with disabilities
- Individuals living with addiction issues
- Persons with HIV/AIDS and their families
- Public housing residents
- Chronically homeless individuals and families
- Families with children
- Veterans and their families
- Unaccompanied youth
- Victims fleeing from domestic violence

Through strategic partnerships, affordable housing projects, and supportive services, the City of Orange continues to work toward sustainable housing solutions for these populations.

Supportive Housing and Services by Population

Frail Elderly Persons

In-Home Supportive Services (IHSS): Provides personal care, housekeeping, and medical accompaniment to help seniors remain in their homes.

Council on Aging Southern California: Offers programs such as the Long-Term Care Ombudsman and Health Insurance Counseling to support seniors.

Meals on Wheels: Ensures homebound seniors receive nutritious meals and wellness checks.

Persons living with Disabilities

Dayle McIntosh Center: Assists individuals with disabilities in navigating housing options and maintaining sustainable living arrangements.

Regional Center of Orange County (RCOC): Coordinates lifelong services for individuals with developmental disabilities, including housing assistance.

Individuals living with Addiction

Orange County Health Care Agency (HCA): Provides behavioral health services, including substance use treatment and housing options for those in need.

Mercy House: Offers housing and comprehensive supportive services to various populations, including those overcoming substance addictions.

Persons living with HIV/AIDS and Their Families

Housing Opportunities for Persons with AIDS (HOPWA): Provides housing assistance and supportive services to individuals living with HIV/AIDS.

Radiant Health Centers: Offers housing resources and support services tailored for people affected by HIV/AIDS.

Public Housing Residents

Orange County Housing Authority (OCHA): Administers housing assistance programs, including the Section 8 Housing Choice Voucher Program.

Orange County Community Housing Corporation (OCCHC): Assists extremely low-income families in achieving self-sufficiency through housing and education.

Housing and Services for Homeless Individuals and Families

The City of Orange participates in Orange County's regional Continuum of Care (CoC) strategy to address homelessness. The 2024 Point-in-Time (PIT) Count identified 7,322 individuals experiencing homelessness countywide, with 369 sheltered and unsheltered individuals residing in the City of Orange.

Emergency Shelter and Crisis Response

730 emergency shelter beds are available for both households with adults and children and households with only adults in Orange County.

Permanent Supportive Housing (PSH)

1,364 permanent supportive housing (PSH) beds for adults and children, with 1,673 additional beds under development.

217 permanent supportive housing beds for veterans, offering stable housing and wraparound services.

Targeted Services for Homeless Populations

Chronically Homeless Individuals and Families: Be Well OC, Illumination Foundation, and Mercy House provide mental health care, temporary housing, and case management.

Families with Children: Family Assistance Ministries (FAM), Pathways of Hope, and Orange County United Way provide shelter, rental assistance, and family support programs.

Veterans and Their Families: Veterans Affairs (VA) Supportive Housing (VASH), Tierney Center for Veteran Services, and U.S. Vets offer housing, job training, and healthcare services.

Unaccompanied Youth: Casa Youth Shelter, Covenant House California, and Orangewood Foundation provide housing, job training, and life skills programs.

Affordable Housing for Seniors and Vulnerable Populations

The City of Orange continues to support affordable housing developments aimed at serving vulnerable populations.

Recent and Upcoming Affordable Housing Projects

The Orion (Under Construction)

- 166-unit affordable housing development for seniors (55+).
- Includes eight permanent supportive housing units for seniors experiencing homelessness.
- Features a clubroom, fitness center, community garden, and secure parking.

Villa St. Joseph Apartments (Completed)

- 50-unit permanent supportive housing complex for seniors, including 18-units for those experiencing homelessness.
- Residents receive housing vouchers and supportive services from the Orange County Housing Authority (OCHA).

Valencia Gardens

- 62-unit affordable housing development
- Features a community room, computer room, and BBQ Pavilion and outdoor seating area

Katella Terrace

- 74-unit affordable housing development for seniors (55+)
- Features community garden, outdoor patio, and dog park

Through these initiatives and ongoing collaborations with nonprofit organizations and service providers, the City of Orange remains dedicated to enhancing housing stability, expanding affordable housing options, and providing supportive services to its most vulnerable residents.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The City of Orange, in collaboration with Orange County agencies and nonprofit organizations, offers several programs to ensure that individuals transitioning from mental and physical health institutions receive appropriate supportive housing. These initiatives aim to provide stable housing environments coupled with essential services to facilitate successful community reintegration.

1. Non-Elderly Disabled (NED) Program

The Orange County Housing Authority (OCHA) administers the NED program, which provides Section 8 Housing Choice Vouchers to non-elderly individuals with disabilities transitioning from nursing facilities to independent living. Eligible individuals are referred by partner agencies, such as the Dayle McIntosh Center.

2. Mainstream Voucher Program

This program offers rental assistance to non-elderly homeless individuals with disabilities who are exited, or have exited, from recuperative care or are frequent users of hospital emergency services. Referrals are made through the Orange County Health Care Agency (HCA) and the Coordinated Entry System (CES).

3. Illumination Foundations Recuperative Care Program

The Illumination Foundation provides recuperative care, offering safe bridge housing where individuals experiencing homelessness can recover after hospital discharge. The program includes medical oversight, intensive case management, behavioral health therapy, and

substance use counseling, facilitating stabilization and connection to long-term housing solutions.

4. Housing and Residential Care Facilities

Orange County offers various housing options for individuals requiring behavioral health care who are homeless or at risk of homelessness. These include emergency housing, permanent supportive housing, and residential rehabilitation facilities. The Orange County Health Care Agency provides resources and shelter referrals for individuals experiencing homelessness with mental health needs.

5. Project-Based Voucher (PBV) Program

Under the PBV program, OCHA partners with property owners to provide rental assistance for specific units designated for individuals transitioning from institutions. Eligible individuals are referred through the Coordinated Entry System (CES). To access this program, individuals can contact 2-1-1 to be connected to a CES access point.

These programs collectively aim to support individuals returning from health institutions by providing stable housing and comprehensive services, thereby promoting successful reintegration into the community.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of Orange is committed to addressing the housing and supportive service needs of residents who are not homeless but have other special needs, including elderly persons, persons with disabilities, veterans, and families with young children. Over the next year, the city will implement various programs and policies to support these vulnerable populations, with a particular focus on Tenant-Based Rental Assistance (TBRA) and supportive housing initiatives.

Tenant-Based Rental Assistance (TBRA) Program Launch (2025)

In 2025, the City of Orange launched a HOME-funded Tenant-Based Rental Assistance (TBRA) program to provide rental and security deposit assistance for eligible low-income households. This program will help families secure safe, stable, and affordable housing while promoting housing choice. This program will help families secure safe, stable, and affordable housing while promoting housing choice.

TBRA Eligibility and Preferences

To ensure that assistance reaches those with the greatest need, the city has identified the following preferences for HOME TBRA assistance:

- Current residents of the City of Orange intend to continue residing in the city.
- Families with children under the age of 12.
- Veterans with a valid DD-214 (honorable discharge).
- Elderly people, as defined by the Social Security Administration as qualified for full retirement benefits.

Through the launch of the TBRA program in 2025, and enhancement of supportive services, the City of Orange continues to address the housing and service needs of special needs populations. By prioritizing families, veterans, elderly individuals, and persons with disabilities, the city is working toward increasing housing stability, reducing cost burdens, and improving access to essential support services for its most vulnerable residents.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City of Orange actively participates in Orange County's Continuum of Care (CoC), collaborating with regional agencies, service providers, and housing organizations to address housing and supportive service needs for both homeless individuals and those at risk of homelessness. While the CoC primarily focuses on homelessness response, the City of Orange also prioritizes housing and supportive services for non-homeless special needs populations, including frail elderly individuals, persons with disabilities, veterans, and families with children. Over the next year, the city plans to expand its efforts by launching the HOME Tenant-Based Rental Assistance (TBRA) program in 2025, which will provide rental and security deposit assistance to eligible households, ensuring greater access to stable, affordable housing. Additionally, the city continues to support the development of affordable and supportive housing projects, such as The Orion senior housing community and Villa St. Joseph Apartments for elderly individuals experiencing homelessness. By maintaining its commitment to fair housing practices, rental assistance, and social service coordination, the City of Orange aims to provide long-term housing solutions and wraparound services that promote stability and self-sufficiency for its vulnerable residents.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City of Orange, like many jurisdictions in California, faces significant challenges in developing and maintaining affordable housing options due to land constraints, zoning regulations, and high development costs. While the City recognizes the importance of providing affordable housing opportunities for low- and moderate-income residents, various public policies, both local and state impact the feasibility of affordable housing development. This chapter outlines the negative effects of public policies on affordable housing and residential investment, particularly regarding land availability, zoning restrictions, community opposition, and regulatory challenges.

Limited Land Availability for Residential Development

One of the most significant barriers to affordable housing development in the City of Orange is the scarcity of vacant land. With limited available land zoned for residential use, identifying suitable sites for affordable housing projects is increasingly difficult. The high cost of land further exacerbates this issue, making it challenging for developers to produce affordable housing units that are financially viable. The limited land supply also restricts the City's ability to meet state-mandated housing goals, creating further pressure on policymakers and developers.

Zoning Regulations and Historic District Constraints

In addition to land scarcity, the City of Oranges historic district neighborhoods have unique zoning regulations and development requirements that further constrain affordable housing development. These regulations preserve the architectural and cultural character of historic neighborhoods but limit the ability to construct new housing units or modify existing structures to accommodate increased residential density. While these measures serve an important preservation purpose, they reduce opportunities for expanding the City's housing stock, particularly for low- and very low-income households.

Public Opposition to Affordable Housing Development

Another barrier to fair housing in the City of Orange is community resistance to affordable housing projects. Even when the city approves high-density or income-restricted housing developments, they frequently face strong public opposition during the review process. Many residents express concerns related to neighborhood character, property values, traffic congestion, and infrastructure strain, which can delay or even derail projects that would otherwise help meet affordable housing needs. The presence of Not in My Backyard (NIMBY) attitudes remains a significant challenge, limiting the City's ability to expand housing options for low- and moderate-income residents.

State-Mandated Housing Goals and Policy Adjustments

In response to California's ongoing housing crisis, the state has introduced new legislation and funding mechanisms to facilitate residential development and encourage local governments to streamline housing projects. The City of Orange is currently in the process of updating its Housing Element, which includes a Regional Housing Needs Allocation (RHNA) requirement of 3,900 new housing units over the next eight years. Despite efforts to revisit zoning policies and development programs, the high cost of land and construction remains a significant obstacle to fulfilling these mandates.

Furthermore, the City has incorporated new state laws on accessory dwelling units (ADUs), reducing regulatory burdens on homeowners and property managers to develop ADUs as a means of increasing the housing supply. While these changes represent progress, ADUs alone are not enough to meet the demand for affordable housing, particularly for very low-income households.

City Efforts to Promote Affordable Housing Development

Despite these barriers, the City of Orange has implemented several initiatives to encourage affordable housing development:

- Allocation of HOME and Local Funds: The City continues to allocate HOME Investment Partnerships (HOME) funds and other local funding sources to support the development of affordable housing projects.
- Density Bonus Program: Developers are offered density bonuses and waivers for certain development standards (provided they do not violate the building code) to encourage higher-density residential projects.
- Streamlined Approval Processes: The City has revised its land use policies to align with state-mandated housing development reforms, making it easier to expedite the approval process for certain residential projects.

The development of affordable housing in the City of Orange is a complex challenge impacted by land scarcity, zoning regulations, high development costs, community opposition, and state-mandated housing requirements. While the City is actively working to address these barriers through policy adjustments, financial incentives, and regulatory reforms, overcoming these challenges will require continued collaboration with state agencies, developers, and community stakeholders. The expansion of affordable housing options remains a critical priority to ensure fair housing opportunities for all residents, particularly low- and moderate-income households, seniors, and persons with disabilities.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

A strong local economy and workforce are essential components of a thriving community. To assess the economic landscape, workforce composition, and educational attainment of residents in the City of Orange, this section analyzes business activity, employment trends, labor force participation, and educational attainment using data from multiple sources, including:

- 2016-2020 American Community Survey (ACS) 5-Year Estimates, which provide insights into business activity, workforce demographics, occupations by sector, travel time to work, and educational attainment by age and employment status.
- 2020 Longitudinal Employer-Household Dynamics (LEHD) business activity jobs data, which highlights employment distribution across industries and key employment centers in the city.
- Median earnings data from the past 12 months, which offers a snapshot of income levels across different educational backgrounds and occupational sectors.

By analyzing these datasets, the City of Orange can better understand employment trends, workforce mobility, and economic challenges, which can help guide non-housing community development initiatives, workforce training programs, and local business support efforts.

Economic Development Market Analysis

Over the past five years, Orange County's economy has demonstrated remarkable resilience, navigating challenges such as the global pandemic and supply chain disruptions. The region has maintained a strong economic foundation, characterized by low inflation and unemployment rates, which have consistently remained below national averages. In 2023, job growth in Orange County slightly surpassed the national average, underscoring the area's robust economic health.

Despite this positive trajectory, a notable challenge has emerged: the number of jobs created in most business sectors exceeds the available workforce. This imbalance has led to a tight labor market, compelling employers to seek talent beyond county borders. As the economy continues to recover and expand, particularly in sectors such as construction, logistics, retail trade, and financial services,

the demand for skilled workers remains high. Projections suggest that while economic activity is expected to accelerate, it may take up to five years to fully regain all jobs lost during the early stages of the pandemic.

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	407	110	1	0	-1
Arts, Entertainment, Accommodations	7,991	9,297	14	8	-5
Construction	4,021	11,774	7	11	4
Education and Health Care Services	8,836	19,833	15	18	3
Finance, Insurance, and Real Estate	4,583	8,447	8	8	0
Information	1,385	560	2	1	-2
Manufacturing	5,510	7,232	10	7	-3
Other Services	1,963	3,347	3	3	0
Professional, Scientific, Management Services	6,671	11,799	12	11	-1
Public Administration	0	0	0	0	0
Retail Trade	5,835	8,904	10	8	-2
Transportation and Warehousing	1,588	1,363	3	1	-2
Wholesale Trade	3,394	4,710	6	4	-2
Total	52,184	87,376	--	--	--

Table 39 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	75,025
Civilian Employed Population 16 years and over	71,690
Unemployment Rate	4.47
Unemployment Rate for Ages 16-24	12.12
Unemployment Rate for Ages 25-65	2.88

Table 40 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	21,895
Farming, fisheries and forestry occupations	3,255
Service	6,080
Sales and office	16,475
Construction, extraction, maintenance, and repair	4,945
Production, transportation and material moving	3,170

Table 41 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	37,602	59%
30-59 Minutes	21,729	34%
60 or More Minutes	4,823	8%
Total	*64,154*	*100%*

Table 42 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	5,865	305	3,435

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	10,070	305	3,560
Some college or Associate degree	17,020	655	4,485
Bachelor degree or higher	25,600	915	3,430

Table 43 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	165	500	1,240	2,610	1,165
9th to 12th grade, no diploma	1,220	1,585	1,160	2,505	1,345
High school graduate, GED, or alternative	4,835	4,260	3,210	6,460	3,555
Some college, no degree	7,270	4,700	3,795	8,200	4,595
Associate degree	755	1,650	1,115	2,700	1,580
Bachelor degree	1,430	7,695	5,185	8,420	3,540
Graduate or professional degree	70	2,240	2,245	4,170	3,415

Table 44 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	25,976
High school graduate (includes equivalency)	35,560
Some college or Associate degree	46,919
Bachelor's degree	62,963
Graduate or professional degree	87,518

Table 45 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The City of Orange has a diverse economy, with several key employment sectors driving local job growth. The education and healthcare services sector are the largest employer, with 8,836

workers, reflecting the presence of major institutions such as Chapman University and UCI Health. Following closely, the arts, entertainment, and accommodations sector employs 7,991 workers, supported by the city's hotels, restaurants, and entertainment venues, which benefit from Orange's proximity to major tourist attractions like Disneyland and Anaheim's resort district. The retail trade sector accounts for 5,835 workers, highlighting the city's vibrant commercial centers, including The Outlets at Orange and Old Towne Orange's shopping district. Meanwhile, manufacturing remains a key industry, employing 5,510 workers, driven by aerospace, food production, and specialized manufacturing firms. Overall, the City of Orange has a total workforce of 52,184 employees, contributing to a balanced economy with opportunities across multiple industries.

Describe the workforce and infrastructure needs of the business community:

The business community in the City of Orange relies on a skilled workforce and modern infrastructure to sustain growth and remain competitive. As the local economy continues to expand, businesses face challenges in workforce availability and infrastructure capacity that must be addressed to maintain economic momentum.

Workforce Needs

The City of Orange has a strong labor market, but job creation is outpacing the number of available workers in many sectors, particularly in healthcare, education, retail, and hospitality. Key workforce challenges include:

Skilled Labor Shortages: Industries such as healthcare, manufacturing, and technology require workers with specialized skills. Expanding vocational training programs and partnerships with local colleges and universities can help bridge skill gaps.

Cost of Living and Workforce Retention: High housing costs in Orange County make it difficult for many workers to live near their jobs, leading to longer commutes and labor shortages in certain industries.

Entry-Level and Service Sector Employees: The hospitality, retail, and service industries require a steady pipeline of entry-level workers, but competition with neighboring cities and wage pressures make recruitment challenging.

Infrastructure Needs

Businesses in the City of Orange rely on efficient transportation, digital connectivity, and commercial space availability to operate effectively. Key infrastructure needs include:

Transportation and Mobility: With rising traffic congestion and long commute times, businesses need improvements in public transit options, road maintenance, and parking availability. Expanding Metrolink services, bus routes, and last-mile transportation solutions can help workers access job centers more efficiently.

Technology and Broadband Expansion: Reliable high-speed internet and digital infrastructure are critical for businesses, particularly in professional services, education, and healthcare. Expanding fiber-optic networks and 5G connectivity will support business growth and remote work opportunities.

Commercial and Industrial Space: As demand for manufacturing, logistics, and office space increases, businesses require affordable and well-located commercial properties. Encouraging adaptive reuse of underutilized spaces and promoting mixed-use developments can provide more options for businesses to expand.

Addressing these workforce and infrastructure needs is essential for business retention, economic growth, and long-term sustainability in the City of Orange. Through strategic planning, workforce development programs, and infrastructure investments, the city can continue to support a dynamic and competitive business environment.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Orange is poised for significant economic growth due to several planned public and private sector investments and initiatives. These developments are expected to enhance job creation and business expansion opportunities in the coming years.

Public Sector Investments:

OC Streetcar Project: The OC Streetcar, currently under construction, is a significant public transportation project that will connect the City of Orange with Santa Ana and Garden Grove. Scheduled to begin operations in August 2025, this streetcar line is anticipated to improve regional connectivity, reduce traffic congestion, and stimulate economic activity along its route. Enhancing accessibility is expected to attract new businesses and support existing ones, thereby contributing to job growth in the area.

Private Sector Investments:

Healthcare Corridor Development: The City of Orange is home to a robust healthcare sector, with several prominent hospitals and medical centers. Ongoing investments in healthcare facilities are

expected to create additional employment opportunities and attract related businesses to the area.

These initiatives are likely to create a demand for a skilled workforce and necessitate infrastructure enhancements. To address these needs, the City of Orange may consider implementing workforce development programs focused on sectors experiencing growth, such as healthcare and transportation. Collaborations with local educational institutions could facilitate training programs aligned with industry requirements. Additionally, infrastructure improvements, particularly in transportation and digital connectivity, will be essential to support the anticipated economic expansion and ensure sustainable development.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The City of Orange has a diverse and educated workforce that largely aligns with the city's major employment sectors, including education, healthcare, arts, entertainment, accommodations, retail trade, and manufacturing. However, differences in educational attainment and income levels reveal potential workforce development needs.

Educational Attainment and Workforce Participation

According to the most recent data, the labor force in the City of Orange consists of individuals with varying levels of education and employment status:

High School Diploma or Equivalency

- 10,070 civilian employed individuals
- 305 unemployed individuals
- 3,560 not in the labor force

Some College or associate's degree

- 17,020 civilian employed individuals
- 655 unemployed individuals
- 4,485 not in the labor force

Bachelor's Degree or Higher

- 25,600 civilian employed individuals
- 915 unemployed individuals
- 3,430 not in the labor force

The high percentage of individuals with some college or higher education supports the demand for skilled labor in education, healthcare, and professional services. However, there is a significant number of high school graduates and individuals with some college education who are unemployed or not in the labor force, suggesting the need for job training programs and vocational education.

Median Earnings by Educational Attainment

Educational attainment significantly impacts income levels, reflecting the demand for higher-skilled jobs in the region:

- Less than High School Diploma – $25,976
- High School Graduate – $35,560
- Some College or associate's degree – $46,919
- Bachelor's Degree – $62,963
- Graduate or Professional Degree – $87,518

These earnings indicate that higher education and specialized training lead to better job opportunities and higher wages in the city.

Workforce Development and Economic Implications

While the City of Orange has a well-educated workforce, there is a clear need for vocational training, workforce development programs, and industry-aligned skill-building initiatives to support individuals with a high school diploma or some college education. The Orange County Workforce Development Board (OCWDB) plays a vital role in bridging these gaps by collaborating with local businesses and educational institutions to ensure that workers are equipped with relevant skills for the evolving job market.

Additionally, as job creation continues to outpace workforce availability, initiatives focused on upskilling workers, expanding trade programs, and increasing job placement services will be crucial for maintaining a strong labor market and supporting business growth in the City of Orange.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City of Orange, in collaboration with various organizations, offers several workforce training initiatives to enhance the skills of its residents and align them with local employment opportunities.

- Orange County Workforce Development Board (OCWDB): The OCWDB designs and implements programs for businesses, adult job seekers, dislocated workers, and young adults. By partnering with educational institutions, businesses, labor organizations, and economic development entities, the OCWDB prepares workers to meet the demands of Orange County's growing economy.

- OC Workforce Solutions: As an American Job Center of California, OC Workforce Solutions provides comprehensive, no-cost employment and training services for job seekers. Services include career counseling, job search assistance, and access to training programs aimed at enhancing employability in various sectors.
- UpSkill OC by Orange County United Way: This initiative supports candidates by enrolling them in training programs that equip them with skills sought by employers in Orange County. By focusing on in-demand middle-skills jobs, UpSkill OC connects participants with sustainable employment opportunities.
- READY S.E.T. OC: Managed by the OCWDB, this program offers high-quality services for young adults, including career exploration, educational support, and skills training in in-demand industries and occupations. The goal is to guide participants toward good jobs along career pathways or enrollment in post-secondary education.

These initiatives align with the City's Consolidated Plan by addressing the need for workforce development and business support. By enhancing the skills of the local workforce, these programs contribute to economic development, reduce unemployment, and support the growth of local businesses, thereby fostering a more prosperous and resilient community.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

The City does not participate in a Comprehensive Economic Development Strategy. Orange primarily allocates CDBG funds to public services and improvements to public facilities.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Economic development is a top priority for the City of Orange, and one of the main goals outlined in this Consolidated Plan. The City intends to address this through a variety of community-based solutions and activities. The City will be exploring and developing options for strategy and programs in 2025 and 2026.

In addition, Orange County Business Council is an active organization that partners with businesses, government, and academia to promote economic development in Orange County. They research economic indicators and publish several reports including workforce indicators report and community indicators report. The City's Economic Development Manager is tasked with interfacing with the local businesses in Orange to address any issues related to land use, waste collection systems, and signage.

Discussion

The City of Orange has a diverse and well-educated workforce that largely aligns with its key employment sectors, including education, healthcare, arts, entertainment, accommodations, retail trade, and manufacturing. With a total workforce of 52,184 employees, the city benefits from a strong labor market. However, job creation is outpacing workforce availability, particularly in specialized fields such as healthcare and advanced manufacturing. Educational attainment plays a significant role in employment opportunities and earnings, with median salaries increasing as education levels rise—ranging from $25,976 for individuals with less than a high school diploma to $87,518 for those with graduate or professional degrees. Workforce training initiatives, such as those supported by the Orange County Workforce Development Board (OCWDB), local community colleges, and UpSkill OC, are actively working to bridge skill gaps and connect workers to high-demand industries. Additionally, the city faces workforce challenges related to housing affordability, long commutes, and skills mismatches, which impact recruitment and retention across industries. Moving forward, investments in vocational training, workforce development programs, and infrastructure improvements will be essential to sustaining economic growth and supporting the City's Consolidated Plan goals.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City does not have specific geographic areas with a concentration of households that have multiple housing problems, nor does it have a definition for “concentration”.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The City of Orange has few predominately Hispanic neighborhoods. These geographic areas include Central Orange (near Glassell Street and Katella Avenue), El Modena, and Olive (near Lincoln Avenue and Batavia Street). These neighborhoods have older housing units that make these areas less expensive for low-income residents.

What are the characteristics of the market in these areas/neighborhoods?

While these areas may have more affordable housing and a different mix of retail businesses, they do not differ significantly from the rest of the city.

Are there any community assets in these areas/neighborhoods?

These areas are near parks, libraries, and schools. These community assets promote social equity for these neighborhoods.

Are there other strategic opportunities in any of these areas?

Any strategic opportunities would include the redevelopment of existing properties and the repair and upgrade of existing infrastructure.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Access to reliable high-speed internet is essential for all residents of the City of Orange, particularly for low- and moderate-income households. Broadband connectivity enables participation in educational programs, access to healthcare services, and economic opportunities, all of which are critical components of a sustainable and equitable community.

In the City of Orange, several broadband providers offer a range of services to meet the diverse needs of the community:

- AT&T Fiber: Offers fiber-optic internet with speeds up to 5 Gbps, providing extensive coverage in Orange.
- Spectrum: Provides cable internet services with download speeds up to 1 Gbps, covering approximately 94% of Orange residents.
- Google Fiber: Offers high-speed fiber-optic internet services with speeds up to 2 Gbps in select areas of Orange County.
- Frontier Communications: Provides fiber-optic internet services with plans offering symmetrical upload and download speeds up to 7 Gbps, available in various parts of California, including Orange.
- Cox Communications: Offers cable internet services with download speeds up to 1 Gbps in select areas of Orange.
- Verizon: Provides 5G mobile and home internet services, offering high-speed connectivity and reliable coverage.

Despite the availability of these services, challenges persist in ensuring that all households, especially those with low and moderate incomes, have access to affordable and reliable broadband. Addressing these challenges is crucial for promoting digital equity and supporting the city's sustainability goals.

The City consulted with a broadband stakeholder, Verizon, in order to gain insight on the broadband needs of the City. Orange is well-known for its downtown historic district, also dubbed 'Old Towne' or 'The Circle', boasting original structures built after the City's incorporation with distinct Victorian and Spanish Colonial Revival architectural styles. This one-square mile district is a cherished community hub that preserves Orange's rich history. However, preserving the architectural integrity of this area has proven to be a challenge in delivering high-speed internet

and mobile coverage. The largest Nationally Registered Historic District in California contains the remnants of railroad tracks and old cobblestone roads. This mitigates the installation of fiber broadband wiring in the ground, a necessary part of delivering internet and mobile service. In fact, any projects in that area must adhere to strict historic preservation standards. These standards ensure that any infrastructure changes, including broadband installation, do not compromise the architectural integrity or historical significance of the area. Projects often require evaluations by historic preservation professionals and compliance with design standards specific to the district. Verizon's Community and Government Affairs department has met with City staff and representatives to discuss this issue and while there are no current projects underway, the City will continue to partner with providers and stakeholders to ensure that the needs of the community are being met.

By integrating broadband infrastructure development into its sustainability initiatives, the City of Orange can enhance digital inclusion, providing all residents with the tools necessary to thrive in a connected society.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Access to reliable and affordable high-speed internet is essential for economic development, education, healthcare, and overall quality of life. While the City of Orange has several broadband providers, the market remains dominated by a few major companies, leading to limited competition in certain areas. This lack of competition can result in higher prices, slower speeds, and fewer service options, disproportionately impacting low- and moderate-income households who rely on affordable broadband for remote work, virtual learning, and telehealth services.

Challenges of Limited Broadband Competition

1. High Costs and Limited Pricing Options – In areas where only one or two broadband providers operate, residents and businesses face higher prices due to a lack of competitive pricing. Increased competition would encourage providers to offer better pricing and more flexible service plans to attract customers.
2. Inconsistent Service Quality – Some neighborhoods, particularly those with lower population densities, experience slower speeds and network congestion. More competition would incentivize providers to improve infrastructure and service quality to remain competitive.
3. Barriers to Digital Inclusion – Limited broadband options widen the digital divide, especially for low- and moderate-income households. Expanding competition could lead to more affordable service plans and digital equity programs, ensuring that all residents have access to reliable high-speed internet.

4. Limited Investment in Fiber-Optic Expansion – Some areas of the City of Orange lack fiber-optic broadband, which provides faster speeds and greater reliability compared to traditional cable or DSL. Increased competition would encourage providers to invest in fiber-optic expansion and improve service availability across all neighborhoods.

Encouraging Broadband Expansion and Competition

To address these challenges, the City of Orange can explore public-private partnerships, policy incentives, and infrastructure grants to attract new broadband providers. The city can also advocate for state and federal funding to support broadband expansion projects in underserved areas. By fostering an environment where multiple providers compete for customers, residents and businesses will benefit from more affordable pricing, faster speeds, and enhanced digital access, strengthening the city's economic development and sustainability goals.

Furthermore, in an increasingly digital world there is an ever-growing need for wireless internet and mobile connectivity, this need is especially exacerbated for individuals who are low- or moderate-income as they may struggle to secure access to reliable coverage due to a lack of affordability or access to necessary devices. Verizon addresses this need in the City of Orange, and elsewhere, through programs such as Total Wireless and SafeLink, offering discounted internet and phone services to eligible families and individuals. These initiatives ensure affordable connectivity, helping households stay connected to essential resources and opportunities.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The City of Orange is increasingly vulnerable to natural hazards exacerbated by climate change, necessitating proactive measures to enhance community resilience. Rising heatwaves, prolonged droughts, increased wildfire risks, and flooding hazards threaten public health, infrastructure, and economic stability. Projections indicate a significant rise in extreme heat days, with temperatures exceeding 93.9°F increasing from an average of 7 days annually in 1990 to an anticipated 25 days per year by 2050. Drought conditions continue to strain the Santa Ana watershed, which has experienced drought in 73% of weeks since 2000, impacting both water supply and quality. Approximately 35% of buildings in Orange face significant wildfire risks, with the frequency of extreme fire weather days projected to increase through 2050, while 39% of buildings are at risk of flooding, with a 29% chance of experiencing severe flood damage over 30 years due to intensified rainfall patterns and potential sea-level rise.

Recognizing these challenges, the City of Orange has developed a comprehensive Sustainability Plan in collaboration with Chapman University, aimed at identifying sources of greenhouse gas emissions and implementing strategies to mitigate climate-related hazards. Additionally, the city's Safety Element, within its General Plan, outlines specific wildfire mitigation and prevention strategies, particularly in areas designated as Very High Fire Hazard Severity Zones (VHFSZ), ensuring a structured approach to wildfire resilience.

Mitigation and Prevention Strategies for Wildfire Risks

To minimize wildfire risks and enhance safety, the City has implemented key mitigation measures:

- Vegetation Management: The city enforces defensible space regulations, requiring the clearance of flammable vegetation around properties to reduce fuel loads near structures.
- Building Codes and Standards: Fire-resistant building materials and construction methods are mandated for new developments and significant remodels within VHFSZs to strengthen structural resilience.
- Infrastructure Improvements: Collaboration with utility providers ensures power line maintenance and upgrades to minimize ignition sources and enhance system resilience.

In addition to mitigation, the City employs prevention strategies to enhance community preparedness and reduce fire risks:

- Public Education and Outreach: The city conducts educational programs to inform residents about wildfire risks, preparedness measures, and evacuation procedures, fostering community awareness and readiness.
- Emergency Evacuation Planning: The development of detailed evacuation routes and procedures ensures efficient and safe evacuations during wildfire emergencies, with regular drills and updates to response plans.
- Interagency Collaboration: The City actively participates in mutual aid agreements and collaborates with local, state, and federal agencies, including the Orange County Fire Authority (OCFA), to coordinate wildfire prevention and emergency response efforts.

By integrating climate resilience strategies, wildfire mitigation efforts, and sustainability initiatives, the City of Orange seeks to protect its residents, infrastructure, and natural resources from the escalating risks associated with climate change. These ongoing efforts reflect the City's commitment to adapting to environmental challenges and building a safer, more resilient community for future generations.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The areas of the City that are vulnerable to wildfires are located on the eastern part of the city and do not include low- and moderate-income neighborhoods.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City developed its strategic plan based on high priority community needs identified during the community outreach process. The City conducted:

- Needs assessment survey at City sponsored events including National Night Out, Treats In the Streets, Tree Lighting, El Modena Neighborhood outreach day, and via the City's website and public counters
- Housing Summit with stakeholders that included non-profits, affordable housing developers, housing advocacy groups, and continuum of care providers
- Scheduled three public hearings before the CDBG Program Advisory Body and the City Council to gain public input on community needs.

The City also participated in a regional Analysis of Impediments to Fair Housing covering Orange County as a whole in which a total of six community meetings were held in March 2025 to gather public input on the fair housing issues impacting residents of Orange County. Moreover, four one-on-one interviews and two focus groups were conducted in January and February 2025. Approximately 78 organizations that provide fair housing services throughout Orange County were invited to participate and offer insight on the needs of the community.

A total of 180 respondents participated in the City survey, 27% chose affordable rental housing as the top housing program the City should be considered. Demographic information was also collected to determine whether participant involvement such as city residents, work for or own a business in the city or represent a housing agency, social service agency or a non-profit.

For this reason, the strategic plan for CDBG and HOME funds is not only based on the survey data but also on grant applications for projects received in the past. Both the survey data and historic funding allocations guide the City to follow a strategic funding allocation plan that will result in a greater benefit to the community while meeting the regulatory and statutory requirements.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

1	Area Name:	City of Orange
	Area Type:	City of Orange
	Other Target Area Description:	City of Orange
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

Table 46 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City allocates CDBG and HOME funds to projects or programs located in CDBG-eligible areas. These areas are determined based on the census tracts and block groups published by HUD that have more than 51% of low- and moderate-income households. Moreover, the City allocated CDBG funding to programs that provide direct benefit to low and moderate income households regardless of where they reside in the City. The City also provides subrecipients with an eligibility map that denotes all the areas within the city with a median income for eligibility.

The map below outlines the low- and moderate-income areas in the City of Orange that are eligible for CDBG funding. To reflect an accurate representation of current eligible areas, the map was created with 2022 Census Data and reflects both eligible Census Tracts as well as eligible Block Groups.

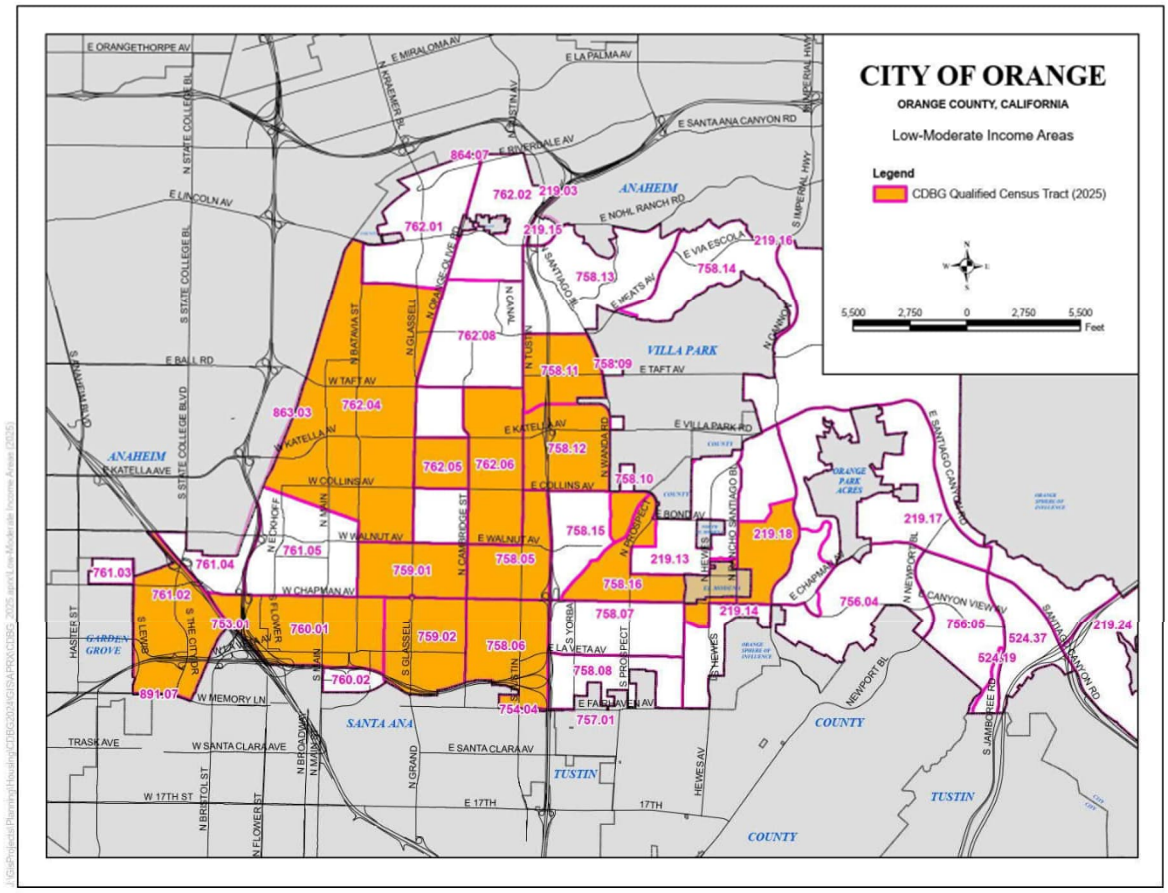


Figure 1 Low- and Moderate-Income Areas
Source: 2022 Census Data

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

1	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City-wide
	Associated Goals	Economic Development
	Description	City Council identified as a high priority
	Basis for relative priority	City Council identified priority
2	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Individuals Families with Children
	Geographic Areas Affected	City-wide
	Associated Goals	Affordable Housing
	Description	Data collected from the needs assessment survey indicated affordable housing as a high priority need.
	Basis for Relative Priority	Needs assessment survey.

3	Priority Need Name	Homelessness
	Priority Level	High
	Population	Extremely Low Families with Children Elderly Chronic Homelessness Individuals Families with Children
	Geographic Areas Affected	City-wide
	Associated Goals	Homelessness
	Description	Homelessness is a high priority need based on the needs assessment survey.
	Basis for Relative Priority	Needs assessment survey
4	Priority Need Name	Community Development
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly
	Geographic Areas Affected	City-wide
	Associated Goals	Community Development
	Description	Public services and public facilities improvement is a high priority need based on the comments received during the community outreach process.
	Basis for Relative Priority	Needs Assessment
5	Priority Need Name	Tenant Based Rental Assistance

Priority Level	High
Population	Extremely Low Low Moderate Families with Children Elderly
Geographic Areas Affected	City-wide
Associated Goals	Affordable housing
Description	Assist households experiencing or at risk of experiencing homelessness with a security deposit in accordance with State Law and a deposit for establishing utilities.
Basis for Relative Priority	Needs Assessment

Table 47 – Priority Needs Summary

Narrative (Optional)

Priority needs are based on input collected from the community outreach process and the types of project proposals submitted for CDBG and HOME funds. The 2025-2029 Consolidated Plan and FY 2025- 2026 Action Plan identifying housing, homelessness and community development projects as high priority needs to be pursued in order to provide affordable housing as well as community services and public facility improvements for low and moderate income residents.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City has launched its TBRA program using HOME funds to provide assistance to eligible households with one-time security deposit and utility deposit assistance when moving into a new housing unit. Many low- to moderate-income households live paycheck to paycheck and therefore find it difficult to come up with the funds for a deposit advance in order to move into a new unit. Therefore, this program aims to mitigate this barrier by providing assistance in the form of a grant that will be paid directly to the landlord.
TBRA for Non-Homeless Special Needs	The City's security and utility deposit TBRA program is administered using HOME funds. For this program, the City has established the following preferences: 1. Current City of Orange resident with intention of remaining in the City of Orange; 2. Families with children; 3. Veterans with honorable discharge; and 4. Elderly as defined by retirement or social security requirements. The City recognizes that special needs populations such as veterans and the elderly are more susceptible to fair housing discrimination and barriers, and therefore always seeks to provide comprehensive services and assistance that properly address community needs.
New Unit Production	According to the City's 2021 – 2029 Housing Element, the City's Regional Housing Needs Allocation for the current planning period is 2,265. This includes 677 moderate income units and 1,588 above moderate-income units. The City expects to fulfill the housing unit requirements through a combination of existing residentially zoned areas and certain mixed-use zones within the community. Additionally, an estimated 103 accessory dwelling units (ADUs) are projected to be developed.
Rehabilitation	The rehabilitations of housing units depend on contractor costs and material costs.
Acquisition, including preservation	The acquisition and preservation depend on land costs and demand for housing.

Table 48 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City annually receives CDBG and HOME funds that are earmarked for community-based projects. The City is working with a local affordable housing developer (Orange Housing Development Corporation) to allocate HOME funds for several affordable housing projects including the newly completed Villa St. Joseph, Katella Terrace, and the Orion project which is still under construction. With the new State housing legislatives and funds, the City is making every effort to promote the creation and preservation of affordable housing units. In the past, the City used its HOME funds as well as its former redevelopment funds to subsidize affordable housing projects. With new State funds, the City continues to encourage and support affordable housing projects and over the next five years, will receive State funding that will be used for transitional and permanent supportive housing projects.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Housing Public Improvements Public Services	$1,010,888	0	0	$1,010,888	$4,043,552	The City allocates CDBG funds to public services, Fair Housing services, economic development, and public facilities projects.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction	$338,366	0	$549,467	$887,833	$1,353,464	The City allocates HOME funds to affordable housing projects and TBRA program.

		Multifamily rental rehab New construction for ownership TBRA						

Table 49 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City uses former redevelopment funds with HOME funds to comply with the match requirement under the HOME program. The While there is no match requirement under the CDBG program, the City gives priority to projects or programs that leverage CDBG funds with other local and state funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not own land or property that could be used to address the needs in this plan.

Discussion

Please refer to the sections above.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Orange	Government	Non-homeless special needs neighborhood improvements public facilities public services	
ORANGE COUNTY HOUSING AUTHORITY	Government	Rental	
ORANGE HOUSING DEVELOPMENT CORPORATION	CHDO	Rental	
Fair Housing Foundation	Non-profit organizations	public services	

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City partners with Orange County Housing Authority for the Section 8 Housing Choice Voucher program to provide rental assistance. The City allocates CDBG funds to nonprofit groups to provide public services to the low-income communities. And finally, the City collaborates with the Orange Housing Development Corporation who is a Community Housing Development Organization (CHDO) to develop rental housing units for low and very low income households. The City is receptive to collaboration with nonprofit groups, other local agencies, and affordable housing developers to help achieve community and housing goals and objectives consistent with the 2025-2029 Consolidated Plan.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X		
Mortgage Assistance			
Rental Assistance	X		
Utilities Assistance	X		

Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS		X	
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			
Other			

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City does not receive homeless-related grants or HOPWA grants.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

While the City does not receive homeless-related grants, they collaborate with the County of Orange and other local agencies to address issues on homelessness and special needs residents at a regional level.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City proactively participates in an effort and coordination to carry out priority needs (i.e. - housing, homelessness, and community development) and works closely with other local agencies to further the goals and objectives of the 2025-2029 Consolidated Plan.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Economic Development	2025	2029	Economic Development	CDBG eligible areas	Economic Development	CDBG: $200,000	Revitalized commercial area
2	Affordable Housing	2025	2029	Affordable Housing	Citywide	Affordable Housing	HOME: $1,200,000	Rental units constructed: 11 Household Housing Unit
3	Homelessness	2025	2029	Homeless	Citywide	Homelessness	CDBG: $3,034,841	Housing for Homeless added: 0 Household Housing Unit
4	Community Development	2025	2029	Non-Housing Community Development	CDBG eligible areas	Community Development	CDBG: $200,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15000 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 50000 Persons Assisted
5	Tenant Based Rental Assistance	2025	2029		Citywide	Affordable Housing	HOME: $133,000	Households assisted: 25

Table 52 – Goals Summary

Goal Descriptions

1	Goal Name	Create Economic Development Opportunities
	Goal Description	Provide assistance to qualifying businesses serving or employing extremely low, low and moderate income employees
2	Goal Name	Affordable Housing
	Goal Description	Provide affordable housing to extremely low, low, and moderate income households.
3	Goal Name	Homelessness
	Goal Description	Addressing homelessness by providing housing units to homeless families.
4	Goal Name	Community Development
	Goal Description	Provide public services to low-income population and improve public facilities within low income neighborhoods.
5	Goal Name	Tenant Based Rental Assistance
	Goal Description	Provide assistance to households experiencing or at risk of experiencing homelessness with a security deposit in accordance with State Law and a deposit assistance for establishing utilities.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City intends to allocate HOME funds to affordable housing projects during the next five years. Below are the estimated number of households benefiting from these affordable housing projects.

1. Extremely low-income households - 0
2. Low-income households – 11
3. Moderate-income households - 0I

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable because the City does not operate a public housing facility.

Activities to Increase Resident Involvements

Not applicable because the City does not operate a public housing facility.

Is the public housing agency designated as troubled under 24 CFR part 902?

Not applicable because the City does not operate a public housing facility.

Plan to remove the 'troubled' designation

Not applicable because the City does not operate a public housing facility.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

As common in many communities, a variety of constraints affect the provisions and opportunities for adequate housing in the City of Orange. Housing constraints consist of both governmental constraints, including but not limited to development standards and building codes, land use controls, and permitting processes; as well as, nongovernmental or market constraints, including but not limited to land costs, construction costs, and availability of finances. Combined, these factors create barriers to the availability and affordability of new housing, especially for lower and moderate-income households.

Due to a housing crisis in California, the State has passed new housing legislatives and provided funding to help cities prepare and plan for housing and land use policies to streamline housing development projects. The City has incorporated new legislations on accessory dwelling units that makes it less stringent for homeowners or property managers to build accessory dwelling units. In the meantime, the City is in the process of updating its Housing Element.

Section 65583 of the California Government Code sets forth the specific content requirements of a jurisdiction's housing element. These requirements include obligations on the part of local jurisdictions to provide their "fair share" of regional housing needs. Local governments and Councils of Governments (COGs) are required to determine existing and future housing need and the allocation of this need must be approved by the California Department of Housing and Community Development (HCD). Orange is located in the SCAG regional planning area (but is not a member of SCAG). SCAG is the COG responsible for preparing the Regional Housing Needs Assessment (RHNA) for all jurisdictions within the SCAG region in coordination with HCD.

The RHNA allocation provides requirements for housing at all income levels within the community. The allocation is divided up between very low, low, moderate, and above moderate-income categories. Specific housing types and densities are generally associated with providing housing for each income category; the Housing Element must allow for the required number of units to be built throughout the City by facilitating and promoting certain housing types.

HCD established the planning period for the current RHNA from October 15, 2021 to October 15, 2029. For the 2021-2029 planning period the City is allocated a total of 3,936 units, including 1,067 units affordable to very low-income households, 604 units affordable to low-income, 677 units affordable to moderate income, and 1,588 units affordable to above-moderate income households.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City continues to seek funding from the State or federal sources in order to provide financial assistance for affordable housing projects. Moreover, the City offers density bonus, waivers and concessions for development standards, and deferred impact fees to incentivize residential developers. Finally, the City is preparing a land use ordinance and specific plans to streamline the entitlement process and promote housing production.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City is not a recipient of homeless-related grants, but do collaborate with the County of Orange to address homelessness.

Addressing the emergency and transitional housing needs of homeless persons

In collaboration with several neighboring Orange County cities, the City of Orange participates in the North Services Planning Area (SPA) partnership. The North SPA Partnership is a joint collaboration that includes two full-service Navigation Centers to provide help to the region's homeless – the Buena Park Center and the Placentia Center will provide homeless individuals a total of 250 beds, health resources, job skill training, and the ability to reconnect with lost family. These facilities join the two shelters already built by the City of Anaheim, which house another 326 beds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

In addition to participating in the North SPA, Orange has undertaken several other initiatives over the past few years to address local homelessness issue; including partnering with HomeAid of Orange County to develop the Orange Family Care Center. The Orange Family Care Center specializes in serving the needs of families who are experiencing homelessness and has over 55 beds.

The Orange Police Department's Homeless Engagement, Assistance & Resource Team (HEART) program has been operating since 2013. HEART Officers engage daily with local homeless individuals, working with them one-on-one to help facilitate their re-entry back into mainstream society. The Police Department also assists in providing resources and assistance through collaborations with local community organizations.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and

private agencies that address housing, health, social services, employment, education or youth needs

Beginning in 2022, "The HUB OC" established the Hub Resource Center (HRC) to oversee continuum of care services on behalf of the City of Orange and manages rental facilities including laundry machines, portable showers, hand washing stations, and portable restrooms to help with personal hygiene – in an effort to reduce the transmission of COVID-19. The HUB OC manages the recruiting, training, and mobilizing the team of volunteers from local churches and the community to help meet the needs of homeless residents in partnership with the City of Orange, the HEART team, and LOVE Orange. A summary of services provided by the HUB OC is listed below:

- Provide initial contact with homeless individuals for intake information;
- Coordinate with the HEART team for entry into Coordinated Entry System (CES) and Homeless
- Management Information System (HMIS);
- Coordinate efforts with local non-profits to recruit volunteers;
- Provide training to volunteers as listed below:
- Manage and provide homeless individuals with referrals to shelters
- Distribute hygiene supplies to homeless individuals
- Manage the on-site hygiene resources that include laundry, showers, wash stations, and restrooms
- Manage and provide homeless individuals with access to phone charging stations
- Provide homeless individuals with referrals to mental, medical, vision, dental, and healthcare services;
- Provide homeless individuals with referrals to veterinary care services
- Provide homeless individuals with referrals to COVID-19 vaccines
- Provide homeless individuals with referrals to clothes providers including resources from Full Circle
- Provide homeless individuals with voucher assistance and referrals to bus or other modes of transportation
- Provide the children of homeless individuals with referrals to free after school care through the Youth Centers of Orange

The goal of the HRC in the long run is to continue to offer the same services it does now, but adjust meals to a more nutritional, medical, and supplemental based service. Current services such as showers and laundry will continue to be offered and will encourage the clients to attend a class, workshop, or other empowering services offered at the site through one of its partners or volunteers. Currently, the HUB OC has over 40 partners and is continuously seeking out

additional partners to expand services and resources for the homeless community at no additional cost. The HUB OC develops it partnerships by reaching out to schools, non-profits, and local businesses and donors directly and sharing the mission and vision of the HRC with the goal of receiving continuous or one-time financial or in-kind donations. Partnerships are also developed through word of mouth from volunteers and current partner organizations already providing services at the site. If the outreach results in a long-term partnership, the HUB OC will create agreements for the service or donation to be provided at no-cost at the HRC, including those services already being offered.

The HRC has already started to secure partnerships for the classes, workshops, and other empowering services it will offer at the site in the long-term. Examples include:

- Work Program focused on creating healthy work ethics and facilitating project participation throughout the City to develop workforce skills;
- Classes on health care for individuals living on the streets by nurses from local state university.
- Support classes for mothers including lactation and birthing that will also offer essential items that can be purchased using EBT and WIC onsite;
- Resume building and application assistance by professionals and volunteers in our community;
- Drug and addiction programs through Celebrate Recovery/AA that offers vide and workbook curriculum, sponsors, and success chips;
- Men’s and Women's support groups for holistic well-being;
- Associate Degree Program through a local college that clients will be able to complete at the HRC through the use of donated computers;
- Nutritional courses by a food scientist;
- Outreach courses for volunteers and local businesses wanting to understand the difficulties of the homeless population and discover ways in which they can help.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The County of Orange Health Care Agency ensures that residents receive information about the risks of Lead Based Paint (LBP) hazards and the services available to those who have been exposed.

How are the actions listed above related to the extent of lead poisoning and hazards?

An estimated 7% to 9% of homes in Orange were built before 1980 where families with children live. The Orange County Health Care Agency operates the "Childhood Lead Poisoning Prevention" program for the entire county. This agency receives reports from the State and provides case management services as well as educational programs to families affected by lead poisoning.

How are the actions listed above integrated into housing policies and procedures?

The City of Orange, in collaboration with Orange County, addresses lead-based paint hazards through targeted programs and public education. The County's Childhood Lead Poisoning Prevention Program (CLPPP) provides case management, environmental investigations, and education to eliminate lead exposure, especially in children. The Lead Hazard Removal Program offers free remediation services for homes built before 1978, focusing on households with young children or pregnant individuals. Additionally, public awareness campaigns emphasize the risks of lead exposure and promote lead-safe practices within the community. These efforts aim to protect families from the harmful effects of lead-based paint.

Currently, due to limited federal funding, the City does not operate housing related programs such as a minor home repair program or a down payment assistance program.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

During the community outreach process, homeless was identified as a priority need in the city. While the City is not a recipient of homeless related grants, they do collaborate with other local agencies at a regional level to address this issue. Moreover, the City continues to support programs and projects that benefit families at poverty level by allocating its CDBG and HOME funds.

As previously discussed above, the City of Orange the City of Orange participates in the North Services Planning Area (SPA) partnership. The North SPA Partnership is a joint collaboration that includes two full-service Navigation Centers to provide help to the region's homeless – the Buena Park Center and the Placentia Center will provide homeless individuals a total of 250 beds, health resources, job skill training, and the ability to reconnect with lost family. These facilities join the two shelters already built by the City of Anaheim, which house another 326 beds.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City encourages affordable housing projects by offering incentives such as density bonus and waivers in development standards. Additionally, the City collaborates with local affordable housing developers to provide housing to very low and low income households.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City monitors CDBG and HOME funded projects by first evaluating whether a subrecipient of CDBG fund is at risk of noncompliance using a risk assessment process and then performing onsite monitoring of the subrecipients to correct any noncompliance issues. The City's monitoring procedures include the following steps.

1. Assessing the risk threshold of CDBG funded programs using risk factors such as high organizational turnover or slow expenditure rate.
2. Evaluating quarterly performance reports of CDBG funded projects to ensure projects are meeting beneficiary goals as well as timely expenditure of funds.
3. Collecting and evaluating certified annual report of HOME funded projects.
4. Reviewing tenant income certification of HOME funded projects.

Expected Resources

AP-15 Expected Resources – 91.220(1,2)

Introduction

The City annually receives CDBG and HOME funds that are earmarked for community-based projects. While affordable housing is a high priority need, the City has not received viable applications for affordable housing projects to allocate CDBG and HOME funds. With new State housing legislatives and funds, the City is making every effort to promote the creation and preservation of affordable housing units. In the past, the City used its HOME funds as well as its former redevelopment funds to subsidize affordable housing projects. Over the next five years, the City will receive State funding that will be used for transitional and permanent supportive housing projects.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public-federal	Acquisition Admin and Planning Housing Public Improvements Public Services	$1,010,888	0	0	$1,010,888	$4,043,552	The City allocates CDBG funds to public services, Fair Housing, economic development, and public facilities projects.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental	$338,366	0	$549,467	$887,833	$1,353,464	The City allocates HOME funds to affordable housing projects and tenant based rental assistance.

		new construction Multifamily rental rehab New construction for ownership TBRA						

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City uses former redevelopment funds with HOME funds to comply with the match requirement under the HOME program. The City plans to use Housing Trust Funds from the County of Orange and SB 2 funds from the State along with HOME funds for affordable housing projects. While there is no match requirement under the CDBG program, the City gives priority to projects and programs that leverage CDBG funds with other local and state funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not own land or property that could be used to address the needs in this plan.

Discussion

Please refer to the above sections.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Economic Development	2025	2026	Economic Development	City of Orange	Economic Development	CDBG: $70,741	Program to be developed15.
2	Affordable Housing	2025	2026	Affordable Housing	City of Orange	Housing Rehab and Housing new construction	HOME: $0	Rental units constructed: 0 Household Housing Unit
3	Community Development - Public Service Programs	2025	2026	Non-Housing Community Development	City of Orange	Public services/homeless/non homeless special need	CDBG: $151,631	Public service activities other than Low/Moderate Income Housing Benefit: 11,780Persons Assisted
4	Community Development - Public Facilities and Infrastructure Improvements	2025	2026	Non-Housing Community Development	City of Orange	Public facilities and infrastructure improvements	CDBG: $586,339	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6,099 Persons Assisted

5	Administration/ Planning	2025	2025	Administration	City of Orange	Administration of CDBG and HOME program	CDBG $177,177 HOME: $33,836.65	Successful administration of the CDBG and HOME programs.

Table 54 – Goals Summary

Goal Descriptions

1	Goal Name	Economic Development
	Goal Desciption	Provide assistance to businesses serving or employing qualifying populations
2	Goal Name	Affordable Housing
	Goal Description	Multi-family new housing development or acquisition/rehab of existing housing for low-to-moderate income residents.
3	Goal Name	Homelessness
	Goal Description	Assistance and resources to individuals experiencing homelessness.
4	Goal Name	Community Development - Public Service Programs
	Goal Description	Services for low to moderate income individuals and families, fair housing, resources for homeless individuals.
5	Goal Name	Community Development – Public facilities and capital improvement for low-income neighborhoods
	Goal Description	Providing public services and public facilities improvement for low-income neighborhoods.
6	Goal Name	Rental Assistance

	Goal Description	Rental Assistance to low-and-moderate income individuals.
7	Goal Name	Administration/Planning
	Goal Description	Administration and planning for grant management.

Projects

AP-35 Projects – 91.220(d)

Introduction

The FY 2025-2026 Action Plan identifies housing and community development projects as high priority needs. The City will allocate the CDBG funds to public facilities projects including street improvement and Americans with Disability Act improvements, as well as to public services programs serving qualifying populations. These projects funded under the CDBG program will address the needs of low- and moderate-income residents.

Projects

#	Project Name
1	PS-Orange Fair Housing Program
2	PF-ADA Wheelchair Access Ramps
3	PF-25-26 Street Rehabilitation
4	PS-Affordable Housing Supportive Services
5	PS-After School Community Program
6	PS-Bike Patrol Program-Community Oriented Policing
7	PS-Operation School Bell
8	PS-Community Food Orange
9	PS-Case Management Support for expectant mothers experiencing homelessness
10	ED-Community Development Assistance Program
11	AD-Administration

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City allocates CDBG funds to activities that address the priorities of the 2025-2029 Consolidated Plan and comply with CDG regulations. The City and the CDBG Program Committee consider funding requests from nonprofit organizations based on the proposed benefits to low- and moderate-income residents, the agency's demonstrated capacity to carry out the proposed activities, and financially feasibility of the proposed activity, and the funding available.

AP-38 Project Summary

Project Summary Information

1	Project Name	Orange Fair Housing Program
	Target Area	CDBG eligible areas within the City of Orange
	Goals Supported	Community Development – Public Services
	Needs Addressed	Fair housing counseling
	Funding	CDBG: $25,000
	Description	Providing Fair Housing Services to low and moderate income Orange residents.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	150 low- and moderate-income persons
	Location Description	Low- and moderate-income areas.
	Planned Activities	The Fair Housing Foundation (FHF) will provide fair housing education, counseling, and enforcement; and related housing activities to affirmatively further housing laws on behalf of the City to comply with federal regulations.

2	Project Name	CDBG Fiscal Year 25-26 ADA Wheelchair Ramp Replacement
	Target Area	CDBG Eligible Areas within the City of Orange
	Goals Supported	Community Development – Public facilities and capital improvement for low-income neighborhoods
	Needs Addressed	Public Infrastructure improvements
	Funding	CDBG: $97,723
	Description	This project includes the construction of sidewalk access ramps at various locations throughout the City. These access ramps will improve accessibility for the disabled to comply with the Americans with Disabilities Act.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1,000 low- and moderate-income disabled persons
	Location Description	Various city locations.
	Planned Activities	This project includes the construction of sidewalk access ramps at various locations throughout the City. These access ramps will improve accessibility for the disabled to comply with the Americans with Disabilities Act.
3	Project Name	25-26 Street Rehabilitation
	Target Area	CDBG Eligible Areas within the City of Orange

	Goals Supported	Community Development – Public facilities and capital improvement for low-income neighborhoods
	Needs Addressed	Infrastructure Improvements in low to moderate income areas
	Funding	CDBG: $488,616
	Description	Roadway pavement rehabilitation and pedestrian facilities
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	5,099 low and moderate income persons
	Location Description	Various eligible streets in the City
	Planned Activities	Street improvement will include addressing issues with pavement distress and raveling of roadways; replacement of segments of sidewalks, driveways, curb ramps, curb and gutters.
4	Project Name	Affordable Housing Supportive Services
	Target Area	67 W. Struck Avenue
	Goals Supported	Community Development – Public Services
	Needs Addressed	Supportive services to extreme low, low and moderate households
	Funding	CDBG: $19,544
	Description	Supportive services providing access to housing and resources aimed at preventing homelessness.

	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	130 low- and moderate-income persons
	Location Description	62-unit affordable housing complex
	Planned Activities	Dedicated Care Team, comprised of multi-disciplinary specialists and subject matter experts, who work together to identify suitable housing options and create a plan for short and long-term goals.
5	Project Name	The Hub OC Community Center
	Target Area	CDBG Eligible Areas within the City of Orange
	Goals Supported	Community Development – Public Services
	Needs Addressed	Public services for low- and moderate-income children
	Funding	$39,089
	Description	The programs will provide supervised after-school recreation with a homework assistance component for children of ages five to 13.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	175 low-income and at-risk youth.

	Location Description	Three community centers in the City of Orange
	Planned Activities	The programs will provide supervised after-school recreation with a homework assistance component for children of ages five to 13.
6	Project Name	Bike Patrol Program – Community Oriented Policing
	Target Area	Low- and Moderate-Income Areas within the City of Orange
	Goals Supported	Community Development – Public Services
	Needs Addressed	Homeless outreach and resources
	Funding	CDBG: $53,747
	Description	This program will provide a community-oriented policing strategy designed to improve the quality of life in high density housing located in Low Income areas of the City.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10,000 low income persons
	Location Description	City Parks in CDBG areas
	Planned Activities	This program will provide a community-oriented policing strategy designed to improve the quality of life in high density housing located in Low Income areas of the City.
	Project Name	Operation School Bell

7	Target Area	CDBG Eligible Areas within the City of Orange
	Goals Supported	Community Development – Public Services
	Needs Addressed	Public services for low to moderate income persons
	Funding	CDBG: $14,658
	Description	This program will provide school clothing/uniforms, undergarments, shoe vouchers, and hygiene kits to Low Income elementary school (Kindergarten to Sixth Grade) students in the Orange Unified School District (OUSD).
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	260 low-income students
	Location Description	124 South Orange Street
	Planned Activities	The program will provide school clothing and hygiene kits to Low Income OUSD elementary school (Kindergarten to Sixth Grade) students.
8	Project Name	Community Food Orange
	Target Area	CDBG Eligible Areas within the City of Orange
	Goals Supported	Community Development Public Services
	Needs Addressed	Public services for low to moderate income persons
	Funding	CDBG: $14,658
	Description	This program will provide free food to low-income residents.

	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1000 low- and moderate-income persons
	Location Description	147 W. Rose Avenue, 1820 N. Meats Avenue
	Planned Activities	Food will be distributed on a weekly basis at two Friendly Center sites.
9	Project Name	Steps to Independence
	Target Area	CDBG Eligible Areas within the City of Orange
	Goals Supported	Community Development – Public Services
	Needs Addressed	Public services for expectant mothers experiencing homelessness
	Funding	CDBG: $9,935
	Description	Case management for expectant mothers experiencing homelessness
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	65 low- and moderate-income persons
	Location Description	123 W Maple
	Planned Activities	Case management for expectant mothers experiencing homelessness aimed at self-sufficiency
10	Project Name	Community Development Assistance Program
	Target Area	City-wide eligible areas

	Goals Supported	Economic Development
	Needs Addressed	Assistance to qualifying businesses serving or employing low- and moderate-income persons
	Funding	$70,741
	Description	Assistance to qualifying businesses serving or employing low- and moderate-income persons
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Program to be developed
	Location Description	300 E Chapman Avenue
	Planned Activities	Business assistance that serves low- and moderate-income persons
11	Project Name	Planning and Administration
	Target Area	City of Orange
	Goals Supported	Planning and Administration of grant
	Needs Addressed	Public facilities infrastructure and improvements; public services/homeless/non-homeless special need; housing rehabilitation and development – new construction.
	Funding	CDBG: 177,177 HOME: $33,836.65
	Description	Planning and administration of grant funding.
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	Low to moderate income individuals throughout the City of Orange.
	Location Description	300 E Chapman Avenue
	Planned Activities	Administration and planning of grant funding.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
City of Orange	100%

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported
Homeless: 0
Non-Homeless: 0
Special-Needs: 0
Total: 0

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through
Rental Assistance: 0
The Production of New Units: 0
Rehab of Existing Units: 0
Acquisition of Existing Units: 0
Total: 0

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

See the previous portions of this section for discussion.

AP-60 Public Housing – **91.220(h)**

Introduction

There is no public housing in the City of Orange.

Actions planned during the next year to address the needs to public housing

Not applicable

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable

Discussion

Not applicable

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City identified unmet needs for homeless and special needs population during the needs assessment process. The City also received applications for homeless-related programs to allocate FY 2025-26 CDBG funds. Given the limited public service funds available, not all the funding requests can be addressed. However, the City plans to use other funding sources to provide financial assistance for the operation of the two homeless navigation centers in Buena Park and Placentia.

Additionally, the City used HOME-America Rescue Plan (HOME-ARP) funds for the HRC which services those experiencing homelessness and the most vulnerable populations. Services that meet special needs are provided including food, laundry, and shower services are provided, as well as one-stop location for the coordination with continuum of care agencies.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

While the City does not receive Emergency Solutions Grant (ESG) funds, the City supports the County of Orange Continuum of Care strategies to address homelessness. Additionally, the City is part of the North Orange County Service Planning Area and actively collaborates with the County of Orange and other local cities to address homeless related needs. Finally, the City gives priority and allocates CDBG funds to projects benefiting the homeless population whenever it receives applications for CDBG funds.

The City also supported the services at the HRC with HOME-ARP. Services at the HRC specifically focused on helping homeless individuals with accessing services and resources they need to improve their situation, including food, water and services for mental and physical well-being, job training resources, and housing needs. Due to the centralized and unique structure of the HRC, the staff is very familiar with the individual needs of clients, helping to maximize the effectiveness of the services offered and leverage other resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City continues to support projects related to homelessness by allocating CDBG funds to these projects.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City collaborates with the Orange County Housing Authority to provide Section 8 rental assistance to homeless families. The City is also working on implementing its Regional Housing Needs Assessment (RHNA) allocations mandated through the California Department of Housing and Community Development by supporting projects that create permanent housing for the homeless population or those at risk of becoming homeless (extremely low and very low income).

The City supports OCHA's applications for Continuum of Care Program Permanent Supportive Housing Program projects. Currently, # households are residing in Orange with certificates for this program.

The City also supports OCHA's applications for the Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) Program vouchers, which combines rental assistance with case management and clinical services for homeless veterans. The VA Medical Center in Long Beach screens and selects veterans for participation in the Program, and refers qualified veterans to OCHA, which administers the housing component of the Program. Currently, 28 Orange households are participating in the HUD-VASH Program as of September 16, 2024.

Additionally, the City used HOME-ARP funding for services at the Hub Resource Center (HRC) that provides basic needs services including food, clothing, showers, and laundry, and in addition, offers access to continuum of care partners on-site in a centralized setting to ensure that individuals are able to receive the support they need. On-site partner agencies offer support for connection to housing, mental and physical wellness, and childcare needs to allow parents more opportunities to improve their situation.

Finally, the City established a TBRA program to assist eligible households with security and utility deposit assistance when moving into a new housing unit.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City supports OCHA's applications for the Rental Assistance for Non-Elderly Persons with

Disabilities (NED) Program, which provides incremental Section 8 vouchers. The goal of the Program is to enable Non-Elderly, Disabled households to transition from health care institutions or skilled nursing care to independent living with appropriate services.

The City also supports OCHA's applications for the Family Unification Program (FUP), which provides Section 8 Rental Assistance to eligible families whose lack of adequate housing is a primary factor in the separation or threat of imminent separation of children from their families. The Program also provides vouchers for up to 18 months to emancipated youth (18- to 21-year-old children that left foster care at age 16 or older and lack adequate housing). The Orange County Social Services Agency refers potential FUP participants to OCHA, which administers the housing component of the Program.

Discussion

The City supports nonprofit applications for Continuum of Care funds to provide services and housing to the homeless. The City also seeks to provide CDBG funds to nonprofit agencies that serve the homeless. The Orange Police Department has a Homeless Engagement Assistance and Resource Team (HEART) to reach out to the homeless and connect them with the services. Officers work with the Orange County Mental Health Department and the Centralized Assessment Team to address homeless issues and find long-term solutions.

In addition, the City used HOME-ARP funds for services to the most vulnerable populations at the HRC which offers access with continuum of care partners on-site, including social services, mental and physical wellness services, and resources to help individual improve their situation.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City faces limited available land for residential development and given the high cost of land, it is difficult to create financially viable affordable housing projects. Additionally, the City's historic district neighborhoods have specific zoning regulations and requirements further complicating the development of affordable housing. While the City acknowledges the importance of providing affordable housing for low- and moderate-income residents, it allocates home and local funds to such projects whenever possible.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City grants regulatory incentives and concessions to housing developers through its discretionary process. Concessions such as increased density (Density Bonus Ordinance) may be granted for a project when it includes a certain number of long-term affordable housing units.

Discussion:

See the previous sections for discussion.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will undertake a variety of activities aimed at addressing the needs of households at low and moderate income levels. It allocated CDBG funds to the Fair Housing Foundation to carry out Fair Housing activities, resolve any issues regarding Fair Housing, and hold workshops for tenants and landlords. Additionally, the City is preparing land use planning documents and ordinances using State SB 2 funds to streamline the entitlement process and encourage affordable housing development projects. Finally, the City is updating the Housing Element and will identify parcels suitable for housing development opportunities as well as developing policies and programs to support the development of affordable housing units for extremely low- and low-income households.

Actions planned to address obstacles to meeting underserved needs

The City supports services and projects aimed at addressing homelessness, social services, and housing affordability. It collaborates with Orange County Housing Authority to provide Section 8 rental assistance to low-income families. Furthermore, the City allocates CDBG funds to public services projects benefitting low- and moderate-income households. The allocation of CDBG and HOME funds is based on high priority unmet needs that were discovered during the needs assessment process of the 2025-2029 Consolidated Plan.

Actions planned to foster and maintain affordable housing.

The City addresses the need for affordable housing through a variety of programs and incentives such as the density bonus incentive for developers and the TBRA program to provide security and utility deposit assistance. The City also leverages federals funds through HOME and CDBG to assist low- to moderate-income families and individuals in securing affordable housing. There are several affordable housing developments throughout Orange such as Villa St. Joseph, Katella Terrace, and the Orion.

Actions planned to reduce lead-based paint hazards

Given limited CDBG funds, the City does not directly fund lead-based paint evaluation and reduction. It does support the County of Orange efforts to reduce lead-based paint hazards. If funding is available in the future, the City and the County plan to intensify their efforts to reduce the risk of lead poisoning for young, low income children.

Actions planned to reduce the number of poverty-level families

The City uses CDBG dollars to fund a variety of community programs such as Families Forward which helps families experiencing homelessness or are on the verge of homelessness in regaining

stability and self-sufficiency through counseling, career-coaching, and skills training.

Actions planned to develop institutional structure

The City's Community Development Department includes the following Divisions: Building and Safety, Code Enforcement, Planning, and Housing. This enables the City to effectively coordinate its housing activities. The Planning Division performs functions that directly affect the development and rehabilitation of housing including preparation of the State-mandated Housing Element. The Planning Division also oversees the permit process, regulates development and conducts compliance with zoning and building codes, and administers the Density Bonus Program.

The Housing Division administers the CDBG and HOME programs and is responsible for updating the Consolidated Plan every five years, preparing Annual Action Plans, and the Consolidated Annual Performance and Evaluation Report (CAPER). This Division works with various City departments that carry out CDBG-funded projects.

The City also works with Orange Housing Development Corporation (OHDC) and other developers to develop or rehab affordable housing projects. OHDC has provided attractive, affordable housing for low- and moderate-income households. The City encourages nonprofit agencies to apply for CDBG funds for programs that primarily benefit low- and moderate-income residents.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to work with public and private agencies to coordinate the delivery of housing and related services. City staff sits on the Orange County Housing Authority Advisory Committee to provide input on housing issues that affect the community. The City also maintains close relationship with nonprofit organizations that provide social services to the community.

Discussion:

Please refer to the previous sections.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
3. The amount of surplus funds from urban renewal settlements
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows: N/A

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows: N/A

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows: N/A

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows: N/A

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). N/A

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)). N/A

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a). N/A

Appendix - Alternate/Local Data Sources

1	Data Source Name Community Needs Survey
	List the name of the organization or individual who originated the data set. The City of Orange
	Provide a brief summary of the data set. A Community and Stakeholder Survey was conducted to gather data for the preparation of the Analysis of Impediments to Fair Housing and the 2025-2029 Consolidated Plan process from August 10, 2023 through December 30, 2023. The survey was hosted on the City's website housing page, social media, city kiosk, and made available in paper form on the City Clerks and Community Development counter. To maximize outreach opportunities, the City also conducted the survey at the 2023 National Night Out event and the 2023 El Modena Neighborhood Outreach. The City also held a Housing Summit in October 2023. A workbook was distributed to stakeholders at a Housing Summit to solicit input and assess housing needs, infrastructure/facilities needs including broadband, service needs, fair housing needs, economic development needs and transportation needs.
	What was the purpose for developing this data set? The purpose of the surveys was to gather community input to help the City inform its AI and 5-Year Consolidated Plan for 2025-2029 which will result in setting its future goals and establish programs to better serve the community.
	Provide the year (and optionally month, or month and day) for when the data was collected. August 10, 2023 through December 30, 2023

	Briefly describe the methodology for the data collection. A Housing Summit was held in October 2023 to collect data to inform the Analysis of Impediments to Fair Housing Rights and the 5-Year Consolidated Plan. Approximately 42 individuals participated in the Housing Summit. A workbook was developed for Housing Summit participants to complete. The workbook responses were summarized to inform the AI and Con Plan. An electronic survey was also prepared in English and Spanish and conducted via the City's website. The survey was hosted on the City's website housing page, social media, and city kiosk. For in-person engagements, surveys were made available in paper form at the City Clerk's office, Community Development office public counter, Library and public counter. To maximize outreach opportunities, the City also conducted the survey at the 2023 National Night Out event and the 2023 El Modena Neighborhood Outreach. Over 180 respondents participated in the surveys and responded to 26 questions. The surveys collected demographic data in addition to identifying and prioritizing community needs.
	Describe the total population from which the sample was taken. Over 180 respondents participated in the survey and included City residents, Business Owners, Housing agencies, social service agencies, or nonprofit organizations.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. A total of 185 respondents participated in the survey, 27% chose affordable rental housing as the top housing program the City should be considered. Demographic information was also collected to determine whether participant involvement such as city residents, work for or own a business in the city or represent a housing agency, social service agency or a non-profit.
2	Data Source Name Administrative Data Sets
	List the name of the organization or individual who originated the data set. City of Orange Community Development Department

Provide a brief summary of the data set.

The data set comprises a comprehensive collection of demographics, housing, economic, and social data from various reputable sources. It includes census data, housing affordability metrics, homelessness counts, regional housing needs, fair market rents, and other relevant information. This data is essential for recognizing housing and community development needs. The data set is used to inform policy decisions, allocate resources, and develop strategic plans to improve the quality of life for residents.

a. U.S. Census Bureau:

- 2010 DEC U.S. Census
- 2020 DEC U.S. Census
- 2016-2020 American Community Survey (ACS) 5-Year Estimates •

  2018-2022 American Community Survey (ACS) 5-Year Estimates

b. County of Orange

- 2023 Orange County Homeless Point In Time (PIT) Count

c. SCAG:

- Regional Housing Needs Allocation (RHNA)

d. U.S. Department of Housing and Urban Development (HUD):

- Fair Market Rents (FMRs) 2022
- Comprehensive Housing Affordability Strategy (CHAS)

2016-2020

- Orange County Treasurer and Tax Collector (TTC)
- Federal Financial Institutions Examination Council (FFIEC)
- Home Mortgage Disclosure Act (HMDA) 2022

e. City of Orange:

- 2021-2029 Housing Element
- Land Use Element

- Stakeholder One-On-One Interviews
- Community and Stakeholder Surveys
- Community Meetings
- 2023 Housing Summit
- Orange County Housing Authority (NHA)

1. Other Sources:

- Brown University: 2020 Diversity and Disparities Index
- DataUSA: Median Earnings by Industry Source 2018-2022 5-Year Estimates
- National Fair Housing Alliance: Guidelines for Responsible Advertising

What was the purpose for developing this data set?

This data set was developed to comply with the Housing and Community Development Act of 1974, which mandates that communities receiving HUD funds actively promote fair housing. The report examines laws, regulations, and practices that impact housing location, availability, and accessibility and recommends strategies to overcome impediments. The purpose was to also gather data for the development of the 2025-2029 AI and Con Plan.

How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?

The data collection is comprehensive, covering various aspects of the community, including demographics, housing profiles, lending practices, and public participation. The data is concentrated on the City of Orange but includes comparisons with Orange County and the State of California. It also addresses specific populations such as low-income households, homeless individuals, and special needs groups.

Data was collected throughout Orange, including those who lived and worked in the City. To ensure comprehensive data collection, the City promoted the survey on the City website; emailed survey links to public service agencies (who were also encouraged to share with their Orange clients); physical copies were handed out at City events; and shared at Orange public facilities, such as public libraries, police department and City Hall.

What time period (provide the year, and optionally month, or month and day) is covered by this data set?

The data set will be used for the Consolidated Plan period from 2025 to 2030. Data includes historical data from previous years as previously described. Community and Stakeholder surveys were conducted from August 10, 2023 through December 30, 2023

What is the status of the data set (complete, in progress, or planned)?

The data set is complete.

Agenda Item

Orange City Council

Item #: 10.1. 12/9/2025 **File #:** 25-0670

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Steven Scardina, Information Technology Manager**

1. SUBJECT

Agreements with C3 Office Solutions, LLC, dba C3 Tech for copier lease and managed print services.

2. SUMMARY

The City utilizes a combination of heavy-duty copiers and light duty desktop printers for print production. The five-year lease agreement provides seven new copiers while the five-year managed print service agreement locks in a lower cost per page to service both printers and copiers. Approving these agreements will result in an estimated savings of $51,000 per year.

3. RECOMMENDED ACTION

1. Approve the agreement with C3 Office Solutions, LLC as supplier and Wells Fargo Bank, National Association as lessor in the amount of $43,162.20 for copier equipment leasing; and authorize the Mayor and City Clerk to execute on behalf of the City.

2. Approve the agreement with C3 Office Solutions, LLC dba C3 Tech for managed print services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for the five-year copier lease agreement is $43,162.20 and will be funded through General Fund (100).

100-2101-56301 Rents and Leases	$21,441.60
100-1601-56301 Rents and Leases	$21,720.60

The managed print services agreement will be funded through General Fund (100).

100-1601-56999 Other Repair / Maintenance services	$80,000

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Since 2018, the City has utilized C3 for copier leasing and managed print services with some exceptions.

Copier Lease

The Library currently has four Konica / Minolta copiers on a lease agreement with Konica that has expired. These four copiers will be replaced with Sharp copiers as part of the C3 lease agreement. This also achieves a desired goal to standardize Sharp equipment. The remaining three copiers will be distributed in areas where desktop printers can be reduced.

Managed Print Services

The total expenditure for the managed print services agreement is subject to actual print usage resulting in a projected $51,000.00 savings annually.

The contract is recommended pursuant to a cooperative purchasing agreement between the County of Orange and C3 Office Solutions (Regional Cooperative Agreement Contract RCA-017-23010022 for Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services).

This procurement approach is commonly referred to as “piggybacking” where the City utilizes the County’s bidding efforts and extends a similar agreement to the successful firm. This is done with assurances that the firm has been recently vetted by another government agency under a competitive solicitation process, and therefore, would be an appropriate vendor for the City. This procurement approach is authorized under Chapter 3.08 of the Orange Municipal Code, and among other benefits, reduces the administrative costs for City staff to facilitate a proposal process in-house.

The City has been satisfied with C3’s service, and in considering both agreements will result in overall reduction in print production costs, staff recommend approval of the copier lease and managed print services agreements.

7. ATTACHMENTS

- Copier lease agreement with C3 Office Solutions, LLC
- Managed print services agreement with C3 Tech
- Regional Cooperative Agreement Contract RCA-017-23010022

Agenda Item

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Lease Agreement

Nominal Purchase Option

Financing provided by:
Wells Fargo Bank, National Association
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

C3 Technology Services
client centric consulting - managed service provider

Lease Number **420-0005334-000** dated as of **September 30, 2025**

Name and Address of Customer ("You" and "Your"):
ORANGE, CITY OF
300 E CHAPMAN AVE
ORANGE, CA 92866-1508
Billing Contact Email: _____Phone: _____

Name and Address of Supplier ("Supplier"):
C3 OFFICE SOLUTIONS LLC
1536 E WARNER AVE
SANTA ANA, CA 92705

☒ See attached Schedule A.

Equipment Location: 300 E CHAPMAN AVE, ORANGE, CA 92866-1508

TERM AND PAYMENT INFORMATION

1. Initial Term (Months): 60 ("Term")	4. Interest Rate: 8.4% per annum ("Interest Rate")
2. Payment: $718.12 (plus applicable taxes)	5. Administrative Fee: $75.00 (will be billed on your first invoice)
3. Payment Period is "Monthly" unless otherwise noted here: Monthly	6. Purchase Option Price: $1.00

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

1. CERTAIN DEFINITIONS. "**Equipment**" means the property described above and all attachments, accessories, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs and Software and Software Licenses (as defined herein). "**Lessee**", "**you**" and "**your**" mean the party signing below as Lessee. "**Lessor**", "**we**", "**us**" and "**our**" mean the party signing below as Lessor. "**Supplier**" means any manufacturer, supplier, wholesaler, or other vendor of the Equipment, Software, Services and/or MNS (all as defined herein, to the extent applicable). "**Stipulated Loss Value**" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the Purchase Option Price, discounted at 2% per annum; and (iii) all other amounts due hereunder.

2. COMMENCEMENT. The Term will commence on the date that you satisfy all pre-conditions, as determined by us, or any later date that we designate (the "**Commencement Date**"). We may require that you verify your acceptance of the Equipment and such information as we may require by telephone or an executed certificate of acceptance or another method acceptable to us. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights ("**Software**"), we do not own and have no right, title or interest in the Software. You are responsible for entering into any license and/or other agreement (each a "**Software License**") with the Software Supplier no later than the Commencement Date. Such agreements are not a part of this Lease and no breach by a licensor under such agreement shall relieve you of your obligations hereunder. You will maintain each Software License in full force and effect and you will comply throughout the Term with any Software License and any default by you thereunder shall also constitute a default under this Lease. If a Supplier fails to deliver the Equipment, or the Equipment is unsatisfactory, you agree that we are not liable, and you will not make any claim against us.

3. PAYMENTS. The Interest Rate has been rounded to two decimal places for ease of reference, but interest on the Equipment cost may be calculated at the Interest Rate with more than two decimal places. The Payments have been precomputed using a 360-day year of twelve 30-day months. For purposes of the amortization of the Equipment cost, each Payment, including any Advance Payment, will be considered received on the date it is required to be paid under the Lease, and any Administrative Fee set forth herein will be considered received on the effective date of this Lease. You agree to remit all Payments in U.S. dollars to the address or account we designate on each Payment Date whether or not you receive an invoice. Unless indicated otherwise above, your first Payment will be due and payable one month after the Commencement Date, and each other Payment will be due and payable on the same day of each succeeding month (or the last day of such month if such day does not exist) (the "**Payment Date**"). If there are changes in the Equipment, its cost or the calculation of taxes, you authorize us to adjust the Payments by not more than 15% of the original Payment. If any Services or MNS (each as defined herein) are included in this Lease, then after the first 12 months of the Term, and at the end of each 12-month period thereafter, the Payments may be increased by up to 15% of the Payment amount in effect at the end of the prior 12-month period. You waive all rights to direct our application of your payments. We may offset any of your obligations to us from any sums we owe to you. The terms of this Lease may take into account fees we have paid to, or rebates, discounts, subsidies or other compensation or financial benefits we have received from, the Supplier or other third parties.

4. TAXES. In states assessing upfront sales and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the amount we fund under this Lease. In other states, applicable sales and use tax will be included on your invoice. To the extent any sales or use tax is due on Services or Service Payments (defined below), such sales or use tax is not included in the Payment but shall be set forth on your invoices and paid by you as and when the Payment is paid. If the Payment includes MNS, sales, use, and similar taxes will be charged on the entire bundled Payment amount rather than charged separately on each component of the Payment amount**. If you are exempt from sales and use tax, you shall provide us a valid exemption certificate prior to the Commencement Date**. You agree to pay and indemnify us from all sales, use, rental, property and other taxes, charges and fees relating to the Equipment or this Lease assessed by any governmental entity or taxing authority. Unless otherwise required by applicable law, you agree to file personal property tax returns, and pay any applicable taxes and, upon request, provide us copies of such tax returns and evidence of such payment. The parties intend that you be considered the owner of the Equipment, however, we will not be liable to you if you fail to secure any tax benefits available to the owner of the Equipment. We may notify you (and you agree to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

5. LATE CHARGES. For any payment more than 5 days late, you shall pay us a late charge of the greater of 5% of the amount due or $35.00.

6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR. You will have title to and ownership of the Equipment. You grant us a security interest in the Equipment and all proceeds thereof to secure all obligations you owe us under this Lease and any other equipment lease or equipment loan. In the event of a default by you hereunder, title to the Equipment shall revert to us free and clear of any rights or interests of you in the Equipment. In no event shall this Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program. We may file UCC financing statements, amendments and continuations. With respect to the Equipment, you shall, at your cost: (a) keep it in your exclusive control and possession and not remove it from the Equipment Location without our prior written consent; (b) USE IT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use it in conformity with all insurance and manufacturer requirements; (d) keep it repaired and maintained in good working order and as required by any applicable warranty and/or maintenance contract; (e) furnish and replace all parts as may become worn out or damaged; (f) give us access to inspect it and its maintenance and other records and pay our costs in connection therewith; (g) mark and identify it as we request; (h) not lease or sell any of it; (i) not permit it to attach to real property; (j) keep it free of all security interests, encumbrances and liens, except those in favor of us; and (k) not make any alterations, additions or improvements which detract from its value, useful life, or function. Any alterations, additions or improvements shall be deemed part of the Equipment.

7. INDEMNITY. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED, CAUSED OR ASSERTED BY ANY PERSON OR ENTITY, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT.

8. LOSS OR DAMAGE. You assume all risks of loss, theft, governmental taking, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, taken by any governmental authority or damaged beyond repair, you will promptly notify us in writing and, at our option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items of Equipment), pay us the Stipulated Loss Value for each such item. Upon our receipt of such Stipulated Loss Value, we will transfer to you our interest in the affected item(s) AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; (b) maintain commercial general liability insurance, covering personal injury and property damage and naming us as additional insured, and (c) at our request,

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ALL PAGES OF THIS AGREEMENT AND AGREES TO THE TERMS ON THE ATTACHED PAGE(S).

Lessor: **WELLS FARGO BANK, N.A.**

By: _____ Date: _____

Print Name and Title: _____

Lessee: **ORANGE, CITY OF**

By: _____ Date: _____
Daniel R. Slater, Mayor

Print Name and Title: _____

Federal Tax ID: _____

provide us evidence of such insurance. All insurance policies must be issued by carriers acceptable to us, provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and provide deductible amounts and terms acceptable to us.

10. NET LEASE; UNCONDITIONAL OBLIGATION. This Lease is a net lease. YOU SELECTED THE EQUIPMENT. SUPPLIER IS NOT OUR AGENT AND IS NOT AUTHORIZED TO MODIFY THIS LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OR SERVICE OF ANY EQUIPMENT, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If the Supplier fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder. If you request and we permit the early termination of this agreement, you agree to pay a fee for such privilege.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS. You represent and warrant to us that: (a) this Lease and all related documents (together, the "**Documents**") constitute valid, legal and binding agreements, enforceable in accordance with their terms; (b) you have authority to enter into the Documents and your execution and performance of the Documents will not: (i) violate any judgment, order, law or regulation or any other financing; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or encumbrance upon any Equipment pursuant to any other agreement or instrument; (c) there are no suits or proceedings pending or threatened against or affecting you; (d) your exact legal name is as set forth on page 1; (e) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (f) you are and will remain qualified to do business in each jurisdiction where Equipment is located and where you conduct business; (g) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (h) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "**Representatives**") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (i) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

12. DEFAULT. You will be in default hereunder if: (a) you fail to make any payment due hereunder within 10 days of the due date; (b) you or a guarantor of your obligations under any Document ("**Guarantor**") (i) breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice; (ii) become insolvent, are dissolved, stop doing business, or a petition is filed by or against you or it under any bankruptcy or insolvency law; (iii) default under any other agreement now existing or hereafter entered into with us or any of our affiliates; and/or (iv) provide any representation or warranty or information to us that is or becomes false or misleading; (c) any Equipment is illegally used; (d) without our prior written consent, you or a Guarantor or any person or entity that directly or indirectly controls you or a Guarantor (1) experience a change in control or material change in ownership (in one or multiple transactions), (2) transfer substantially all of your or its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. **Time is of the essence.**

13. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between you and us in default; (c) require you to return the Equipment at your cost to a place we designate; (d) with or without legal process, repossess or disable the Equipment and we will not be responsible for any losses related to such action; (e) cause the Software Licenses and your rights thereunder to be cancelled, terminated or suspended or demand that you immediately cease using the Software and remove all Software from any piece of equipment on which it is installed, upon which you shall provide us a certificate signed by your officer indicating the same, (f) lease or sell the Equipment or any portion thereof, and apply the proceeds as may be acceptable to us; (g) charge you interest on all amounts due to us from the due date until paid at the rate of 1.5% per month; (h) charge you for expenses incurred in enforcing our remedies including repossession, repair and collection costs, attorneys' fees and court costs; and (i) cancel or terminate the Lease. You irrevocably grant to us the power to terminate or suspend any maintenance, support or other service relating to each Software License for and on your behalf upon the occurrence and during the continuance of a default. We or our designees have will have full and unrestricted access to your records, computer systems, service provider systems (if any) and facilities to verify your cessation of use, deinstallation, deletion and destruction of the Software. If we demand that you turn over the Equipment, you will deliver it in the same condition as when you received it (reasonable wear and tear excepted). You are responsible for removing all data from any digital storage device, Equipment drive or other electronic medium prior to returning or disposing of any Equipment. We shall not be liable for losses arising out of the presence or use of data residing in any Equipment returned to or repossessed by us. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity. To the extent permitted by applicable law, you waive any rights conferred by statute or otherwise that may limit any of our rights or remedies hereunder. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of our rights, and no waiver or consent shall be binding on us unless in writing, signed by us.

14. PURCHASE OPTION. So long as no default exists hereunder, you may at Lease expiration, purchase all (but not less than all) of our interest in the Equipment AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for the Purchase Option plus applicable taxes; provided that we will not be required to transfer our interest to you until we have received all amounts due hereunder, including but not limited to, the periodic scheduled payments, late charges, and reimbursement for property taxes (if applicable). You shall have no obligation to provide any end-of-term notice to us, and this Lease shall not be renewed.

15. JURY TRIAL WAIVER; LAW, VENUE. ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY EQUIPMENT OR THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA, AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. IN NO EVENT SHALL WE BE LIABLE FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, WHICH YOU HEREBY EXPRESSLY WAIVE.

16. BILLING AND COLLECTION OF SUPPLIER PAYMENTS. You represent that any repair, maintenance and/or services relative to the Equipment ("**Services**") and/or any remote network monitoring and maintenance, network security services or other IT services ("**Managed Network Services**" or "**MNS**") are being provided by the Supplier and will be governed solely by your separate agreement between Supplier and you relating to such Services and/or MNS ("**Service Agreement**"). We are not a party to any Service Agreement, we are not responsible for any Services or MNS, and we have not made any representations or warranties with respect to such. You acknowledge that (a) we are billing you for Services and/or MNS on a pass-through basis on behalf of the Supplier; (b) we may rely on information given by Supplier to us relative to the payments due to Supplier under the Service Agreement (which amounts may be amended from time to time between Supplier and you in accordance with the terms of the Service Agreement, the "**Service Payments**") and we are not responsible for the accuracy of such information; and (c) if the billing arrangement between Supplier and us has terminated for whatever reason, we will cease invoicing you for the Service Payments and Supplier will be solely responsible for such billing and collection thereafter. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Lease; and (3) the portion of the Payment which relates to such Equipment includes only the full-service maintenance of such Equipment and not the use or rental of such Equipment. You acknowledge that we may (on behalf of Supplier) bill you for any supply freight fee that the Supplier charges for shipping supplies to you. You and Supplier may add, modify or remove MNS in accordance with your separate agreement and without our consent, provided that such agreement does not modify any other terms of this Lease, including without limitation, amounts payable for rental, lease or use of the Equipment. If the Supplier fails to provide any service or fulfill any other obligation to you, or if you have a dispute with the Supplier regarding the Equipment, any Services (including without limitation, any Equipment designated as "Service Only"), or any MNS, you shall not make any claim against us and shall continue to fully perform under this Lease, including continuing to pay us all Payments and other amounts due under this Lease without deduction, delay, offset or withholding of any amounts. Nothing contained in this Section is intended to limit or waive any rights and warranties extended to you by the Supplier, manufacturer or other third party under the Service Agreement relative to the Services, MNS or other matters or preclude you from exercising any rights or remedies you may have relative thereto.

17. MISCELLANEOUS. You may not assign, sell, transfer or encumber any rights or obligations under the Lease or related to the Equipment. We may, without notifying you, sell, assign or encumber any or all of our interest in the Lease and/or Equipment. Our assignee will have all of our rights hereunder, but not our obligations. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address last known to the sender. You authorize us, our agents and assignees to obtain credit reports and make credit inquiries about you and disclose your information, including credit applications, payment histories and account information, to our affiliates, credit reporting agencies, our assignees and potential assignees, and other parties having an economic interest in this Lease or the Equipment. If any amount hereunder is higher than allowed under any applicable legal limit, such amount is hereby reduced to the maximum amount allowed. Amounts we receive in excess of a legal limit will be applied to other amounts due by you, or refunded to you, as we determine. We may accept a photocopy, electronically transmitted, or other reproduction (any a "**Counterpart**") of any Documents as the binding and effective record of such Documents. No Document requiring our signature is binding on us until we sign it. Counterparts (a) bearing our signature, if executed by us manually, or (b) electronically maintained by us, if executed by us electronically, shall constitute the sole original document and authoritative record of such Document for establishing its terms and for perfection of a security interest by possession or control. You agree not to raise as a defense to the enforcement of any Document that it was signed and/or transmitted electronically by either party. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you hereunder shall survive the termination of this Lease. Any claim you have against us must be made within 2 years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease. YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR THE SUPPLIER. You shall furnish us with current financial statements and/or other information regarding your business and its owners and affiliates as we may request. You agree to promptly sign and deliver additional documents and take additional action as we may request in order to carry out the intent and purpose of this Lease and/or comply with laws or regulations. At our request, you shall pay or reimburse us for any out-of-pocket costs we incur in connection with this Lease. You will notify us before any proposed change in your legal name, address, type of legal entity or state of formation. The amounts payable by you hereunder may include a profit to us. THE LEASE INCORPORATES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, UNLESS MODIFIED IN A WRITING SIGNED BY THE PARTIES.

ATTEST: APPROVED AS TO FORM:

Pamela Coleman, City Clerk Nathalie Adourian, City Attorney √

Equipment Schedule A

Financing provided by:
Wells Fargo Bank, National Association
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Contract Number **420-0005334-000** dated as of **September 30, 2025** (the "**Agreement**")

Equipment Information:

Equipment Make, Model, Accessories, Serial Number (SN)
Sharp BP-71C36
Sharp BP-71C36
Sharp BP-71C36
Sharp BP-71C36
Sharp BP-71C45
Sharp BP-71C45
Sharp BP-71C45

State and Local Government Addendum

Financing provided by:
Wells Fargo Bank, National Association
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Agreement Number **420-0005334-000** dated as of **September 30, 2025**

Name and Address of Customer ("You" and "Your"):
ORANGE, CITY OF
300 E CHAPMAN AVE
ORANGE, CA 92866-1508

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO BANK, N.A. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

4. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

5. PROPERTY TAX/OWNERSHIP. Unless otherwise required by applicable law, Customer will have title to the Equipment and will be the Equipment owner. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Customer and that the Equipment will therefore be exempt from all property taxes. Should it be determined by the appropriate taxing jurisdiction that Company is liable for the payment of property taxes, Customer acknowledges and agrees that, notwithstanding the fact that Customer may be exempt from such payment, Customer shall (within ten (10) days of written notice) reimburse Company for all property taxes which Company may be required to pay.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO BANK, N.A.**

By: _____ Date: _____

Print Name and Title: _____

Customer: **ORANGE, CITY OF**

By: _____ Date: _____

Print Name and Title: _____

Delivery and Acceptance Certificate

Financing provided by:
Wells Fargo Bank, National Association
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Account Number **420-0005334-000** dated as of **September 30, 2025**

Name and Address of Customer ("You" and "Your"):
ORANGE, CITY OF
300 E CHAPMAN AVE
ORANGE, CA 92866-1508

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **WELLS FARGO BANK, N.A.** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **ORANGE, CITY OF**

_____
Signature of authorized signer

_____
Print Name and Title

_____
Date*

*Date upon which the Equipment was delivered, installed, and accepted by Customer.

Required Information Form

Financing provided by:
Wells Fargo Bank, National Association
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Account Number **420-0005334-000** dated as of **September 30, 2025**

DIRECTIONS: Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

Customer Name: ORANGE, CITY OF

Federal Tax ID Number: (REQUIRED – we must have prior to processing your transaction): _____

Purchase Order Number (if required on invoice): _____ **Expiration Date:** _____

Billing Address: 300 E CHAPMAN AVE, ORANGE, CA 92866-1508

Accounts Payable Contact (Required): _____

Email Address: _____ **Phone Number (Required):** _____

☐ The Billing Address stated above is correct.
OR
☐ Change the Billing Address to:

Street _____ City _____

State: _____ Zip Code: _____

Equipment Contact (to verify Equipment delivery and acceptance): _____

Email Address: _____ **Phone Number (Required):** _____

Equipment Location: 300 E CHAPMAN AVE, ORANGE, CA 92866-1508

☐ The Equipment Location stated above is correct. Indicate County the equipment is located in: _____
OR
☐ Change the Equipment Location to:

Street _____ City _____

State _____ Zip Code _____ County _____

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

Tax Status: Sales/Use Tax (check one)

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

☐ Subject to Sales and Use Tax (Tax will be based on the state where the equipment is located.)
OR
☐ Exempt from Sales and Use Tax for the following reason: _____(Certificate must be provided.)

*****If you are exempt from sales and use tax, you MUST provide an exemption certificate or you will automatically be charged sales and use tax.*****

To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO BANK, N.A. Your invoice will be mailed approximately 30 days in advance of your payment due date.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER CARE MAINTENANCE AGREEMENT

Version Date: 10/30/2025 REV.08.2025

CUSTOMER BILL TO INFORMATION		
CUSTOMER NAME:	ADDRESS:	CITY / STATE / ZIP
City of Orange	300 E Chapman Ave	Orange / CA / 92866
BILLING CONTACT:	EMAIL:	PHONE:

EQUIPMENT LOCATION	KEY CONTACT	PHONE	EMAIL
	Valdemar Chavez	(714) 744-2284	vchavez@cityoforange.org

CITY:	STATE:	ZIP CODE:	FM AUDIT / METER CONTACT	PHONE	EMAIL
Orange	CA	92866	Valdemar Chavez	(714) 744-2284	vchavez@cityoforange.org

EQUIPMENT COVERED

MODEL	SERIAL NUMBER	ID TAG NUMBER	START METER B/W	START METER C	DEPARTMENT	DEPARTMENT CONTACT
See Schedule A						

AGREEMENT ENTITLEMENT

LABOR	PARTS	PM KITS	BLACK TONER	COLOR TONER	INITIAL NETWORKING INSTALL	TRAINING	STAPLES	PAPER	START DATE
$ -	$ -	STANDARD FREIGHT CHARGE FOR SUPPLIES DELIVERY WILL APPLY _____			$ -	$ -	$ -	$ -	
incl.	incl.	incl.	incl.	incl.	incl.	incl.	CHARGABLE	CHARGABLE	TBD

DETAIL OF CHARGES

TOTAL BASE CHARGE
$6,679.68

BASE CHARGE FREQUENCY	OVERAGE METER FREQUENCY	PAYMENT TERMS
MONTHLY	MONTHLY	NET 30

Monthly Volume	B/W OVERAGE
65000 BW (Current Fleet) / 12000 BW (New Fleet)	0.0045 (Current Fleet) / .00297 (New Fleet) See Schedule A Breakdown
Monthly Volume	Color OVERAGE
76000 BW (Current Fleet) / 4000 C (New Fleet)	0.05324 (Current Fleet) / .0347 (New Fleet) See Schedule A Breakdown

MANAGED PRINT SEVICES (MPS)	
MONTHLY PRINT VOLUME	B/W OVERAGE
35,000	0.01790
MONTHLY PRINT VOLUME	Color OVERAGE
14,000	0.11000

AUTHORIZATIONS

COMMENTS:

C3 SERVICE CONTRACT NUMBER:

PURCHASE ORDER NUMBER:

Initial Here	I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5x11 (minimum) single sided images.
Initial Here	C3 uses Remote Meter Collection Software to manage the toner levels and meter counts for contract invoices. Declining to use Remote Meter Collection Software may result in a $18 per month Administration Fee.

PRINTED CUSTOMER NAME:	CUSTOMER SIGNATURE:	DATE:
	X	

TERM (Months)	SALES REP PRINTED NAME:	SALES REP SIGNATURE:	DATE:
60	Davis Tran		10/31/2025

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney √

1. GENERAL SCOPE OF COVERAGE This Agreement covers both the labor and the material for adjustments, repair and replacements of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Maintenance does not cover charges for installation, relocating or de-installation of the Equipment. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard facsimile (thermal) paper or substandard supplies, other causes beyond the control of C3 Technology Services or such causes which would void the Equipments' warranty are not covered by this Agreement. Any such repairs identified in the preceding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, C3 Technology Services may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the C3 Technology Services Authorized Personnel, or if parts, accessories or components not meeting machine specifications are titled to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third party modifications to software or hardware.

2. MAINTENANCE VISITS Maintenance visits will be made during standard weekday business hours (M-F 8a-5p) at the address shown on the first page of this Agreement. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to C3 Technology Services standard overtime rates in effect at the time Maintenance visit. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below.

3. REPAIR AND REPLACEMENT OF PARTS, All parts necessary for proper operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished free of charge during a service call.

4. MAJOR REPAIRS AND UPGRADES Major repairs resulting from misuses of the product. overall failure of the Equipment resulting from the normal end of life cycle of the Equipment and other repairs requiring more than customary repair and part replacements shall not be considered covered Maintenance. C3 Technology Services reserves the right to cancel the maintenance agreement, should customer misuse or abuse the intended features of the device.

5. USE OF C3 Technology Services SUPPLIES Customer is not obligated to use C3 Technology Services approved supplies under this Agreement. If, however, the Customer uses other than C3 Technology Services approved supplies (other than paper) and such supplies result in damage to the device, C3 Technology Services may, at its discretion, assess a surcharge or terminate this Agreement. If C3 Technology Services terminates this Agreement, C3 Technology Services may make service available on a "Per Call" basis based upon C3 Technology Services standard rates in effect at the time of service .

6. SUPPLIES Supplies selected, if any, on the front of this Agreement ("Supplies"), shall be included under this Agreement. C3 Technology Services will provide such selected Supplies to the Customer based upon industry standard coverage of 5% for mono and 20% for color. Supplies provided are for use with the Equipment covered by this Agreement only and are not for resale or for use with other equipment. If the Customer's usage of the Supplies exceeds the industry standard coverage of 5% mono and 20% color for the Equipment being serviced, C3 Technology Services will invoice and the Customer agrees to pay, for the excess supplies at C3 Technology Services current retail prices then in effect **or** revisit service pricing terms with client. C3 Technology Services reserves the right to charge for supplies and freight. Freight fees will be assessed to the contract invoice based average monthly service billing. Tier 1, with average monthly service billing under $100, will be charged a $9.00 flat monthly rate; Tier 2, with average monthly service billing over $100-$1,000, will be charged a $14.00 flat monthly rate; Tier 3, with average monthly service billing over $1,000-$3,000, will be charged a $29.00 flat monthly rate; Tier 4, with average monthly service billing over $3,000, will be charged a $56.00 flat monthly rate. Fees are subject to change. Industry standard coverage is defined as the published industry standard yield for the product model covered under this Agreement.

7. ELECTRICAL REQUIRMENTS In order to insure optimum performance of the Equipment, Customer must comply with all vendor required electrical specification, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations. C3 Technology Services can cancel the agreement should customer not comply with C3 Technology Services recommended electrical requirements

8. CHARGES The initial charge for Maintenance under this Agreement is non-refundable and shall be the amount set forth on the first page of this Agreement. The annual maintenance fee with respect to any renewal term, will be charged at the time of term renewal. Customer shall be charged according to the payment terms indicated on the front page of this Agreement. Customer shall pay all charges within thirty (30) days of the invoice date. Excess late charges over 30 days, will result in late charges equal to 5% of invoice. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 10% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. If stated equipment is moved beyond any C3 Technology Services service territory, C3 Technology Services reserves the right to cancel this Agreement upon written notice to the Customer, or C3 Technology Services may charge (and Customer hereby agrees to pay) a fair and reasonable upcharge for continued service. In the event of significant cost increases resulting from external economic factors beyond our control—including, but not limited to, tariffs, duties, import taxes, regulatory changes, or supplier-imposed surcharges—we reserve the right to adjust the pricing of this maintenance agreement accordingly. Any such increase will be communicated in writing with a minimum of 30 days' notice.

9. NETWORK / IT SCOPE OF COVERAGE *Installation Deadline*: Installation must be scheduled for no more than thirty (30) days after delivery. Failure to do so will result in charges at our current standard published rate. *Visit Restrictions:* All work must be completed on the installation date. If the C3 Analyst cannot install, program or configure any of the selected features due to, but not limited to, access rights, incorrect configurations, incorrectly specified settings, computer problems, on the date of installation additional charges may be assessed. *Network/Infrastructure Changes:* Any changes made to the customers' network that interferes with the compatibility or functionality of the C3 installed equipment will result in charges at the standard hourly rate of $250.00 per hour. These changes include but are not limited to; IP address, ISP providers, server changes, software changes, workstation configuration, moves or replacement, software updates, etc. *Incompatible systems:* C3 technicians reserve the right to deny analyst services to customer workstations for any reasons, but are not limited to the following reasons; blue screen errors, old workstations, insufficient RAM or HD space, Operating Systems (OSs) not supported by manufacturers drivers or software, etc. *Installation Warranty:* Analyst Services are warranted for 15 days from date of installation assuming that the network or infrastructure has not changed (See Network/Insfrastructure Changes). Issues arising after 15 days will incur additional charges. Customer agrees to pay a recurring monthly fee of $12.95 for IT support services related to copier functionality. Covered services include, but are not limited to, resolving network connectivity issues, configuring scanning functions, and installing or reinstalling print drivers. This fee shall be invoiced and payable on a monthly basis. To terminate these IT support services and cease future charges, Customer must deliver written notice to C3 Tech no less than thirty (30) days prior to the start of the next billing cycle. By signing this form, I acknowledge that I have read understand and agree to the terms of service, scope of work and conditions outlined in this agreement.

10. METER READING C3 Technology Services has the right to estimate meter reads, within the billing period, when they are not provided from any collection source, automated or manual. The billing may be adjusted on the next billing period to reflect any excesses or shortages. Estimated meter reads are calculated by the most recent three (3) month meter read history. Customer is obligated to allow automated electronic meter collection software. If the Customer declines to allow automated meter collection, C3 Technology Services may estimate the meter based upon previous billing and service meter readings and may charge an $18 monthly administration fee. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading. If Remote Meter Collection Software falls off the network, it is the customer's responsibility to supply meter reads and request toner replenishment. Customer can also input meter reads or place service calls and supplies requests through My-C3 portal.

11. TERM This Agreement shall become effective upon C3 Technology Services receipt from Customer of the initial non-refundable maintenance charge if applicable, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the first page of this Agreement.

12. EVENT OF DEFAULT AND TERMINATION The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, C3 Technology Services may in its discretion take any one or more of the following actions: (I) cease performing all Maintenance or any other service under this Agreement; (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis; and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to C3 Technology Services within (10) days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to C3 Technology Services whatsoever for any further fees or expenses arising hereunder. In the event C3 Technology Services terminates this Agreement because of the breach of Customer, C3 Technology Services shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.

13. INDEMNITY Customer shall indemnify, save and hold C3 Technology Services, its affiliates, officers, directors, shareholders, employees, agents and representatives and its and their successors and assigns ("C3 Technology Services Parties") harmless from and against any liability, loss cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury, whether to body, property or business or to any other person by reason of any act, neglect, omission or default by Customer. Customer shall defend, at its sole and absolute cost, any action to which this indemnity shall apply. In the event Customer fails to defend such action, C3 Technology Services may do so and recover from Customer in addition, all costs and expenses, including, attorneys' fees in connection therewith. C3 Technology Services shall be entitled to recover from Customer all costs and expenses including without limitation, attorney's fees and disbursement, incurred by C3 Technology Services in connection with actions taken by C3 Technology Services or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on SOS's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any actions or proceedings arising out of or relating to any C3 Technology Services transactions with Customer.

14. ENTIRE AGREEMENT This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modifications to this Agreement must be in writing and signed by both parties.

15. SUCESSORS AND ASSIGNS; TERMINATION Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the other party, which will not be unreasonably withheld, except that either party may assign its obligations and rights to a wholly owned subsidiary, parent corporation, or entity under the same ownership, operation or control.

16. SEVERABILITY If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provision of this Agreement shall remain in full force and effect.

17. COUNTERPARTS AND FACSIMILE SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding, that all the parties have not signed the same counterpart. A faxed signature of this Agreement bearing authorized signatures may be treated as an original.

18. JURISDICTION All parties hereby consent to the exclusive jurisdiction °Of the Federal Courts located in CA and the State Courts located in CA in any proceeding arising out of or relating to this Agreement.

19. LIMITATION OF LIABILITY To the extent permitted by law, in no event shall C3 Technology Services be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information arising out of the inability to use the Equipment. The Customer acknowledges that the Maintenance provided by C3 Technology Services is for the mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality unrelated to the device(s) described in this agreement. Network and or connectivity services not included in this contract are available from C3 Technology Services at additional costs.

20. FORCE MAJEURE C3 Technology Services shall not be liable to Customer for any failure or delay caused by events beyond C3 Technology Services control, including. without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentality or agency.

21. NO WARRANTY C3 Technology Services DISCLAIMS ALL WARRANTIES, EXPESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

22. INSURANCE If the Customer is leasing the equipment, the Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.

23. END OF TERM, CANCELLATION, UPGRADE, AND RENEWAL Customer shall give C3 Technology Services at least 90 days written notice before the expiration of the initial agreement term date stating the intent to decline the renewal or upgrade of the equipment. Pick up charges will apply upon contract cancellation; cost will be determined based on the location of lease return facility. Hard drive data erase is optional.

24. EQUIPMENT STORAGE Customer agrees to pay a monthly fee of $50.00 per device for equipment stored at C3 Tech facilities. This fee will be billed automatically each month until the asset has been removed.

Initial to Accept Terms _____

www.c3tech.com info@c3tech.com (714) 689-1700 1536 E Warner Santa Ana , CA 92705

SCHEDULE "A"

Agreement No. _____

Customer/Lessee ("You") _____

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	Color LaserJet Pro M452dn		VNB3M70494		0.0179	0.11
HP	Color LaserJet Pro MFP 4301		CNBRSCC33C		0.0179	0.11
HP	LaserJet Enterprise 600 M601n		CNCCG3S07M		0.0179	0.11
HP	LaserJet M608	City Hall Finance - Finance Hallway Tall - Accounts Payable	CNBCK7L1KQ	78905	0.0179	0.11
HP	Color LaserJet Enterprise M553n	City Hall HR - Cody Kleen	CNBCHB71N4	78906	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall HR - Eric Figueroa	VNB3B26608	78907	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall HR - Erin Hodgers	JPBDZ19120	78908	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall HR - Monica Espinosa	VNB3M30646	78910	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall HR - Amy Kuene	VNB3B26609	78911	0.0179	0.11
HP	LaserJet Pro 400 Color M451dn	City Hall HR - Sara Headtler	CNDF102277	78912	0.0179	0.11
HP	LaserJet Pro 400 Color M451dn	City Hall Clerks - Corina Perez	CNDF304911	78913	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall Law Office - Nathalie Adourian	VNB3B58892	78918	0.0179	0.11
HP	LaserJet Pro M402dn	Amy Keune	PHBQF34346	78919	0.0179	0.11
HP	HP 400 Printer	City Hall Administration - SUSAN GALVAN	VNB3N25009	78920	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall Administration - Jack Morgan	VNB3B56039	78922	0.0179	0.11
HP	LaserJet Pro 400 Color M451dw	City Hall Finance – Michelle Kresan	CNDF508746	78925	0.0179	0.11
HP	Color LaserJet Pro M452dn	Alicia Sota / IT Spare	VNB3M45749	78934	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall Finance- Utility Billing - Jarnet Taulbe	PHB5C05919	78942	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall Public Works Community Development- Engineering Eduardo Lopez	PHB5F12059	78943	0.0179	0.11
HP	Color LaserJet 4700dn	City Hall Public Works Community Development- Traffic Office	JP8LC16845	78945	0.0179	0.11

	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	LaserJet Pro M402dn	City Hall Code Enforcement	PHBQD34542	78950	0.0179	0.11
HP	LaserJet Pro 400 M401n	City Hall Public Works	PHGDB36899	78952	0.0179	0.11
HP	LaserJet Pro 400 M401n	Permit Left	PHGDB36903	78953	0.0179	0.11
HP	LaserJet Pro 400 M401dw	City Hall Public Works	PHGGC00827	78955	0.0179	0.11
HP	LaserJet Pro 200 color M251nw	Laura Lombardo	VNB3C13144	78957	0.0179	0.11
HP	LaserJet Pro 400 M401dne	City Hall Public Works	PHGFD55760	78958	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall Public Works	PHBQF35214	78959	0.0179	0.11
HP	LaserJet Pro M402dn	City Hall Public Works	PHBQF35215	78960	0.0179	0.11
HP	LaserJet Pro 400 M401n	City Hall Public Works	PHGDC14946	78961	0.0179	0.11
HP	LaserJet Pro 400 M401dne	City Hall Public Works	JPGFH33975	78963	0.0179	0.11
HP	Color LaserJet Pro M452dn	Corina Perez City Hall Public Works	VNB3B58897	78964	0.0179	0.11
HP	LaserJet 200 Color MFP M276nw	City Hall Public Works	CND8F8VBV0	78965	0.0179	0.11
HP	LaserJet Pro 400 M401dne	City Hall Public Works	JPGFH33991	78966	0.0179	0.11
HP	LaserJet Pro 400 M401dn	City Hall Public Works	VNB3N25007	78967	0.0179	0.11
HP	Color LaserJet 4700dn	Community Services	JP4LB37657	78970	0.0179	0.11
HP	LaserJet Pro 400 M401dw	Community Services	VNG3D00040	78971	0.0179	0.11
HP	LaserJet Pro M402n	Community Services	PHBHF07708	78973	0.0179	0.11
HP	HP 401	Community Services	PHGFF46690	78975	0.0179	0.11
HP	LaserJet Pro M402dw	Community Services	PHBVF03553	78976	0.0179	0.11
HP	LaserJet Pro M402dn	Community Services	PHBQD36483	78977	0.0179	0.11
HP	LaserJet Pro 400 M401dne	Community Services	PHGFG41859	78978	0.0179	0.11
HP	LaserJet Enterprise 600 M602dn	Steven Mann - Public Works	CNDCG9X2GL	78979	0.0179	0.11
HP	HP 400 Printer	Community Services	VNB4N12022	78980	0.0179	0.11
HP	LaserJet Pro 400 M401dne	Community Services / Laura Lombardo	PHGFF57737	78981	0.0179	0.11
HP	LaserJet Pro 400 M401dn	Community Services	VNB4N12016	78983	0.0179	0.11
HP	LaserJet Pro M402dn	Community Services	JPBDZ19122	78984	0.0179	0.11
HP	Color LaserJet Pro M452dn	Library	JPBDQ06728	78986	0.0179	0.11
HP	HP 4250	Library	CNGXL21879	78987	0.0179	0.11
HP	HP 4250	Library	CNGXH51797	78988	0.0179	0.11
HP	HP 4250	Library	CNGXL20552	78989	0.0179	0.11
HP	HP 402	Library	PHBVF13537	78990	0.0179	0.11
HP	HP 4000	Library	USEF233256	78991	0.0179	0.11
HP	HP 4250	Library	CNRXJ67903	78992	0.0179	0.11

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	HP 4250	Library	CNGXH51800	78993	0.0179	0.11
HP	HP M451nw	Library	CNDG146643	78994	0.0179	0.11
HP	HP 605	Library	CNBCJ2T21S	78995	0.0179	0.11
HP	HP 4250	Library	CNGXK14598	78996	0.0179	0.11
HP	HP M452dn	Library	JPBDQ06731	78998	0.0179	0.11
HP	HP 4050	Library	USQJ002783	79001	0.0179	0.11
HP	LaserJet 4250tn	Library	CNGXL19793	79002	0.0179	0.11
HP	LaserJet 4250tn	Library	CNGXL20524	79003	0.0179	0.11
HP	HP 4050	Library	USQB044772	79004	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Admin Color - 2nd Room253 (PD)	JPBCJB30TS	79005	0.0179	0.11
HP	HP 475	Chiefs color - 2nd floor room 211 ex assistant chief of police (PD)	CND8F6TJHB	79007	0.0179	0.11
HP	LaserJet Enterprise 500 Color M551dn	Dispatch Color - 2nd floor room222 (PD)	CNCCFC305W	79008	0.0179	0.11
HP	HP 3015dn	Armory Room 16	VNB3S44011	79011	0.0179	0.11
HP	HP M477fdn	Detention color - Basement room (PD)	VNB8J4NC0B	79012	0.0179	0.11
HP	HP M175nw	Property room counter color -Basement room 02 (PD)	CNC9CDQ5HQ	79013	0.0179	0.11
HP	HP M175nw	Property room office color- Basement room 02 (PD)	CNC9CDQ5GD	79014	0.0179	0.11
HP	HP M175nw	Forensic Lab Color - Basement across from gym (PD)	CNC9D795XL	79015	0.0179	0.11
HP	HP 200	Records teletype room - 1sr Floor room 122w (PD)	CND8F3K6GW	79016	0.0179	0.11
HP	HP M553	Records Archives - 1st floor room 106w (PD)	CNBCH67080	79017	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Watch commander color - Room 103w (PD)	JPBCK8Q0L7	79024	0.0179	0.11
HP	HP 4525	Gangs color - Room 104 (PD)	JPBCC6Q0K1	79026	0.0179	0.11
HP	HP 4250	EOC BW - Room 154E (PD)	CNRXR47586	79030	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Sergeants Office color - Room 131E (PD)	JPBCK930BJ	79031	0.0179	0.11
HP	HP 4250	Report Writing bw - Room 132e (PD)	CNRXR47596	79032	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Report writing color - Room 132e (PD)	JPBCHBQ27L	79033	0.0179	0.11
HP	HP 401	IA black and white - Room 212 (PD)	JPGFH19583	79035	0.0179	0.11
HP	HP 251	Swat van color - Mobile unit (PD)	CND1G21892	79037	0.0179	0.11
HP	HP 200	Mobile command post - Mobile unit 2 (PD)	CND8F6X7CG	79038	0.0179	0.11
HP	HP 4250	Library	CNGXL25366	79040	0.0179	0.11

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	HP 605	Library	CNBCJ2T21X	79041	0.0179	0.11
HP	LaserJet Enterprise 600 M602n	Taft Library	CNDCH3D29N	79043	0.0179	0.11
HP	HP 402	Library	PHBQD65175	79045	0.0179	0.11
HP	HP M452dn	Sewer Van	VNB3M59296	79046	0.0179	0.11
HP	HP 4250	Library	CNGXL20551	79047	0.0179	0.11
HP	HP 4250	Library	CNGXK14668	79048	0.0179	0.11
HP	LaserJet Pro 200 color M251nw	Water	CNB1G01171	79050	0.0179	0.11
HP	LaserJet Enterprise M506n	Water	PHBKR09894	79052	0.0179	0.11
HP	LaserJet Enterprise M506n	Water	PHBKQ08691	79053	0.0179	0.11
HP	LaserJet Pro 400 M401dn	Water	VNB3X24836	79054	0.0179	0.11
HP	LaserJet Enterprise M506n	Water	PHBGQ51431	79055	0.0179	0.11
HP	HP Laser Jet 400 color M451dn	El Modena Library	CNBH206234	79056	0.0179	0.11
HP	HP 4014	Grijatava Sports Center	CNDX326089	79060	0.0179	0.11
HP	LaserJet P2055dn	Grijatava Sports Center	CNB9069297	79061	0.0179	0.11
HP	HP Laser Jet 400 color M451dn		CNBH206231	79062	0.0179	0.11
HP	Color LaserJet MFP M477fdn	Corporate Yard	VNB8JD34QX	79067	0.0179	0.11
HP	LaserJet 200 Color MFP M276nw	Corporate Yard	CNF8H254MV	79068	0.0179	0.11
HP	LaserJet 400 MFP M425dn	Corporate Yard	CNB6D8R0DY	79069	0.0179	0.11
HP	Color LaserJet CP5225dn	Corporate Yard	CNGCJ9C0R3	79070	0.0179	0.11
HP	Color LaserJet Pro M452dn	Corporate Yard	VNB3M42246	79071	0.0179	0.11
HP	HP M477fnw	Fire # 2 (FD)	VNBKK89376	79072	0.0179	0.11
HP	LaserJet Pro 400 Color M451dn	Fire HQ - Executive Assistant Office (FD)	JPBDQ22936	79077	0.0179	0.11
HP	HP M452dn	Fire HQ - Deputy Chief - Operations Chieft (FD)	VMB3M70494	79079	0.0179	0.11
HP	LaserJet Pro M402dn	Ashley Taylor	PHBQH50758	79094	0.0179	0.11
HP	HP M553	Records TeleType (Room 122W) (PD)	JPCCL2T1RL	79106	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Jessica Garcia -Community Development	JPCCL3V23N	79133	0.0179	0.11
HP	HP M452dn	Main Library	VNB3B75611	79134	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Computer Deck (Room 229) (PD)	JPCCL2T1RR	79175	0.0179	0.11
HP	LaserJet Enterprise M506n	Communications (Room 222) (PD)	PHBGR93949	79177	0.0179	0.11

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	LaserJet Enterprise M506n	Training (Room 250) (PD)	PHBGR93945	79178	0.0179	0.11
HP	HP M506	Crime Prevention (Room 264) (PD)	PHBGR93695	79179	0.0179	0.11
HP	LaserJet Enterprise M506n	Patrol Counter (PD)	PHBGR93741	79181	0.0179	0.11
HP	LaserJet Enterprise M506n	Records south - Next to room 112 (PD)	PHBGQ53488	79193	0.0179	0.11
HP	LaserJet Enterprise M506n	Records North (Next to Room 106) (PD)	PHBGQ53482	79194	0.0179	0.11
HP	Color LaserJet Pro M452dn	Robert Ambriz	VNB3B87968	79198	0.0179	0.11
HP	LaserJet Enterprise M506n	Water Trailer - Joseph Bitto	PHBGQ54372	79224	0.0179	0.11
HP	LaserJet Pro MFP M521dn	Comm Svs Front Desk	CNDKL5BKM8	79225	0.0179	0.11
HP	HP M506	Crime Prevention (Room 264) (PD)	PHBGR93695	79179	0.0179	0.11
HP	Color LaserJet Pro M452dn	GIS City Hall Public Works	VNB3B91152	79370	0.0179	0.11
HP	LaserJet Pro M402dn	Pamela Coleman City Hall City Clerk	PHB5C70832	79371	0.0179	0.11
HP	LaserJet Enterprise M506n	Water Trailer - Rick Pearson	JPBDS17616	79372	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Vincent Hinojos	CNBCH6H18C	79390	0.0179	0.11
HP	LaserJet Enterprise M506n	Bike Team	PHBGQ53483	79393	0.0179	0.11
HP	LaserJet Enterprise M506n	Property Counter	PHBGQ53486	79413	0.0179	0.11
HP	LaserJet Pro M402dn	Corporate Yard - Marci	PHBQH64510	79462	0.0179	0.11
HP	Color LaserJet Pro M452dn	Admin Building (City Attorney) Michael Vigliotta	VNG3X06544	79464	0.0179	0.11
HP	Color LaserJet Pro M452dn	Admin Building (City Attorney) Kirsten Shea	VNG3X06792	79465	0.0179	0.11
HP	Color LaserJet Pro M452dn	Admin Building (City Attorney) Gaby Sevilla	VNG3X06785	79466	0.0179	0.11
HP	Color LaserJet Pro M452dn	Admin Building (City Attorney) Monica Jones	VNG3X06781	79467	0.0179	0.11
HP	LaserJet MFP M527	Finance Building (Finance) Lisa Aduna	MXCCL4K0CZ	79515	0.0179	0.11
HP	LaserJet Pro M402dn	William Bird	PHB5H18673	79775	0.0179	0.11
HP	Color LaserJet CP2025dn	Community Services - Lisa T	CNGS328445	79907	0.0179	0.11
HP	Color LaserJet Pro MFP 4301	RM_Analyst / Ashley Duran	CNBRR5C7W8	80154	0.0179	0.11
HP	Color LaserJet Pro MFP M479fdw		MXBCMD911D	80756	0.0179	0.11
HP	LaserJet Pro M404dn	Finance Dept/Wanda Alvarez	PHBB366514	80877	0.0179	0.11
HP	LaserJet Pro M402dn	IT Learning Center	PHBQG11316	80896	0.0179	0.11
HP	LaserJet Pro M402dn	Com Dev – Mark Ibrahim	PHBQF87101	80918	0.0179	0.11

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	Color LaserJet Pro M452dn	Purchasing - Wanda	VNB3M63462	81006	0.0179	0.11
HP	Color LaserJet Pro M452dn	Finance - Ryan Sullivan	VNB3B29647	81007	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Manager - Charlene Cheng	VNB3M55798	81008	0.0179	0.11
HP	Color LaserJet Pro MFP M277dw	Fire #8 (FD) - Ryan Cabote 714-744-2288	VNB8H3Y579	81059	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Manager	VNB3B56984	81136	0.0179	0.11
HP	LaserJet Enterprise M506n	Detectives North - Next to room 141w (PD)	PHBGR93946	81152	0.0179	0.11
HP	LaserJet Enterprise M506n	Detectives (Next to room 138W - PD)	PHBGR93745	81153	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Detectives - Next to Room 156W	JPBCKBJ0CK	81157	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	Field Services Admin - next to room 158E	JPBCKC60V7	81159	0.0179	0.11
HP	LaserJet Enterprise M506n	Traffic - Next to Room 169E	PHBGQ53489	81160	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	SIU - Room 150W	JPCCL2T1RZ	81161	0.0179	0.11
HP	Color LaserJet Pro M452dn	Community Development - Jennifer Scudellari	VNB3B42135	81293	0.0179	0.11
HP	Color LaserJet Pro M452dn	Susan Galvan	VNB3M97289	81303	0.0179	0.11
HP	Color LaserJet Pro M454dn	Rafael Bautista	VNB3S26387	81489	0.0179	0.11
HP	Color LaserJet Pro M452dn	Russell Bunim	VNB3B66197	81503	0.0179	0.11
HP	Color LaserJet Pro M454dn	Mark Ouellette	VNB3K48874	81574	0.0179	0.11
HP	LaserJet Pro 400 M401dn	For Supplies Use the 300 Chapman Ave, Orange, Ca. 92866	VNG3M00884	81630	0.0179	0.11
HP	Color LaserJet Pro 4201	Corinna Rivas	VNB3J01338	81708	0.0179	0.11
HP	Color LaserJet Pro 4201	Lilibet Woolsey	VNB3J03956	81709	0.0179	0.11
HP	Color LaserJet Pro 4201	Melissa Crosthwaite	VNB3J04110	81710	0.0179	0.11
HP	Color LaserJet Pro MFP 4301	Janet Flores	CNBRR572RN	81749	0.0179	0.11
HP	Color LaserJet M554	HR Department	JPBCS2P003	82461	0.0179	0.11
HP	Color LaserJet Pro M452dn	City Hall Public Works	VND3B00437	82476	0.0179	0.11
HP	Color LaserJet Pro 4201	Dwight Gish / Fleet	VNB3J02934	92791	0.0179	0.11
SHARP	MX-3071		8511746000	79391	0.0045	0.05324
SHARP	MX-4051	City of Orange - Water	95108959	80576	0.0045	0.05324
SHARP	MX-5051	City of Orange - Fire HQ New	95098743	80578	0.0045	0.05324
SHARP	MX-3051		8505898X00	80580	0.0045	0.05324
SHARP	MX-6051	City of Orange - Community Services	95109752	80581	0.0045	0.05324
SHARP	MX-5051	City of Orange	95098723	80582	0.0045	0.05324

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
SHARP	MX-5051	City of Orange - Library	95098883	80583	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95098713	80584	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95099093	80585	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95099023	80586	0.0045	0.05324
SHARP	MX-4051	City of Orange - Police Department	95108859	80587	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95098653	80588	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95099073	80590	0.0045	0.05324
SHARP	MX-4051	City of Orange - Police Department	95108839	80591	0.0045	0.05324
SHARP	MX-5051	City of Orange - Police Department	95102852	80592	0.0045	0.05324
SHARP	MX-4051	City of Orange - Corporate Yard	95108799	80593	0.0045	0.05324
SHARP	MX-3051	City of Orange - Corporate Yard	8505763	80594	0.0045	0.05324
SHARP	MX-4051	City of Orange - Corporate Yard	95109149	80595	0.0045	0.05324
SHARP	MX-6580N	City of Orange	95053889	80596	0.0045	0.05324
SHARP	MX-4051	City of Orange	95108939	80597	0.0045	0.05324
SHARP	MX-3051	City of Orange	8505859X00	80598	0.0045	0.05324
SHARP	MX-4051	City of Orange	95108909	80599	0.0045	0.05324
SHARP	MX-5051	City of Orange	95098843	80600	0.0045	0.05324
SHARP	MX-4051	City of Orange	95108829	80602	0.0045	0.05324
SHARP	MX-4051	City of Orange - Grijalva Park Sports Center	0303638900	80911	0.0045	0.05324
SHARP	MX-4051		0303650900	80912	0.0045	0.05324
SHARP	BP-50C55	City of Orange - Fire HQ New	2504346600	81289	0.0045	0.05324
SHARP	BP-50C55	City of Orange - Fire HQ New	2504298600	81290	0.0045	0.05324
SHARP	BP-50C55	City of Orange - Fire HQ New	2504343600	81291	0.0045	0.05324
SHARP	BP-71C36	Library	TBD	TBD	0.00297	0.0347
SHARP	BP-71C36	Library	TBD	TBD	0.00297	0.0347
SHARP	BP-71C36	Library	TBD	TBD	0.00297	0.0347
SHARP	BP-71C36	Library	TBD	TBD	0.00297	0.0347
SHARP	BP-71C45	Finance	TBD	TBD	0.00297	0.0347
SHARP	BP-71C45	Finance	TBD	TBD	0.00297	0.0347
SHARP	BP-71C45	City Manager	TBD	TBD	0.00297	0.0347

Customer/Lessee ("You"): _____

(Signature of Authorized Signer)

Servicing Dealer:C3 Tech
Davis Tran
VP of Operations
10/31/2025



Print Name: _____

Print Title: _____

Date: _____

(Date of Signature)

DocuSign Envelope ID: EC53D77D-1303-4A34-B334-A62F013058AE

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This Contract RCA-017-23010022 for Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of County Executive Office, CEO hereinafter referred to as "County" and C3 Office Solutions dba C3 Tech, , hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Payment and Compensation
Attachment C – Staffing Plan
Attachment D - Hardware Catalog and Hardware Pricing
Attachment E – Business Associate Terms and Conditions
Attachment F – Certification for Data Removal
Attachment G – Migration/Transition Plan
Attachment H – Equipment Lease Agreement

RECITALS

WHEREAS, County solicited via a Request for Proposal ("RFP") for Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services as set forth herein; and

WHEREAS, Contractor responded and represented that it is qualified to provide Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree

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to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

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

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

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

E. **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.

F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the 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.

G. **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 paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/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.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with

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the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

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

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

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

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

M. **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.

N. **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.

O. **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.

P. **Insurance:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this contract have been complied with. Contractor

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

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

1. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, 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 Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate

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Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers Liability Insurance	Employers Liability Insurance
Professional Liability Insurance	$10,000,000 per claims-made or per occurrence

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

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

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers, employees, and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

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

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

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

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

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

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

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

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

Q. **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 paragraph "HH" 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.

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

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

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

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

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

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could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

T. **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.

U. **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.

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

W. **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 this Contract.

X. **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.

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

Z. **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.

AA. **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.

BB. **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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CC. **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.

DD. **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.

EE. **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.

FF. **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.

GG. **Fiscal Appropriations:** This contract is 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 contract. If such appropriations are not approved, the contract will be

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terminated without penalty to the County.

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services 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 commence upon execution of all necessary signatures, and continue for five (5) years, unless otherwise terminated by County.

3. **Regional Cooperative Agreement:** Regional Cooperative Agreements (RCA) awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County departments and non-County public entities during the effective dates outlined herein. The provisions and pricing of this Contract will be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities 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 Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. 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.

   A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County 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 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.

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

5. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.

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:

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a. Terminate Contract immediately, pursuant to Section K 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. **CAL-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.

8. **Contractor – Change in Ownership:** The contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.

9. **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.

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 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.

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. **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.

13. **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.

14. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and

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against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.

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

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

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

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

18. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business**.**

    For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

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

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

21. **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.

22. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the

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transaction by any Federal department or agency. County has the right to terminate this Contract for cause pursuant to Paragraph K, Termination, if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible or voluntary exclusion from participation by any Federal department or agency. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

23. **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.

24. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

25. **Disputes – Contract:**

    a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County 's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:

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

        ii. 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.

    b. 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.

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

26. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a

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result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

27. **Equipment Maintenance Service**: Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment. Emergency service required and performed during normal business hours is included at no extra charge.

28. **Equipment Maintenance Service – Parts:** Contractor shall furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer's specifications. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the contractor under this contact. The contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.

29. **Firm Price Quotes:** Prices quoted herein shall be firm for the first period of the Contract.

30. **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 Contractor 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 without payment of additional compensation.

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

32. **Interpretation** of Contract: In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

33. **Limitations** of Actions: No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter

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so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

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

35. **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.

36. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

37. **Notice of Claims**: Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

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

Contractor:	Company Name: C3 Office Solutions LLC, dba C3 Tech Address: 1536 E Warner St. Santa Ana, CA 92705 Attn: Davis Tran Telephone: 714-68-1700 Email: davist@c3tech.com
County:	County Executive Office/ County Procurement Office Address: 400 W. Civic Center Drive, 5th Fl Santa Ana, CA 92701 Attn: Kevin Work Telephone: 714-567-7312 Email: kevin.work@ocgov.com

39. **OEM Equipment Maintenance Standard:** The contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The contractor further agrees that all components will be OEM components.

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40. **Order Dates:** Orders may be placed during the term of the contract even if delivery may not be made until after the term of the contract. Order dates take precedence over delivery dates. The contractor must clearly identify the order date on all invoices to County.

41. **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 remains 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.

42. **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.

43. **Security – Youth Detention Facilities/Sheriff's Facilities:**

Background checks: All contractor personnel to be employed in performance of work under this contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff's facility. The contractor shall prepare and submit an information form to the County's project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five County working days prior to the start of work on the contract or prior to the use of any person subsequent to the contractor's start of work. These information forms will be provided by the County's project manager upon request and will be screened by the County's Probation Department and/or Sheriff's Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this contract who has not received prior clearance from the Probation and/or Sheriff's Department. Neither the County, the Probation Department, nor the Sheriff's Department need give a reason clearance is denied.

Performance Requirements: All contractor's vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

Contractor's employees shall NOT:

1. Give names or addresses to inmates.
2. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate).
3. Disclose the identity of any inmate to anyone outside the facility.
4. Give any materials to inmates; or
5. Receive any materials from inmates (including materials to be passed to another individual or inmate).

Failure to comply with these requirements is a criminal act and can result in prosecution.

Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees

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shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor's personnel shall:

1. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each work day.
2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time; and
3. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If a contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include contract termination.

44. **Tax - Maintenance and Warranties:** Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide under "Optional Warranties Rule" states that sales tax shall not be charged on optional warranties and, therefore, the contractor is considered the end user and liable for the sales tax on such warranties. Prices charged for service are not subject to sales tax and neither can sales tax be assessed the County for any part or consumable supply installed that is included in the full-service maintenance.

45. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a 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 releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

46. **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.

47. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.

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

49. **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.

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50. **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.

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

52. **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. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit 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.

53. **Wage Rate Penalty:** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to $200, or higher amount as provide by section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or Subcontractor(s) under the contract.

54. **Work Hour Penalty:** As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to the County $25, or higher amount as provided by Labor Code Section 1813, for each worker employed on the performance of this Contract by Contractor or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal days or week's work, except as provided by Labor Code Section 1815.

55. **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. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

56. **Payroll Records:** Contractor and any 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.

    The requirements of Labor Code Section 1776 provide, in summary:

    56.1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

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56.2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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

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

56.3. 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.

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

56.5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 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 whom 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 a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

57. **Apprenticeship Requirements:**

57.1. Unless the contract involves a dollar amount less than that specified in Labor Code Section 1777.5 this contract is governed by the provisions of Section 1777.5 Contractor shall comply with labor Code Section 1777.5 for all apprenticeable occupations.

57.2. Contractor and all subcontractor(s) shall comply with Labor Code Section 1777.6 which forbids discriminatory practice in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the "Nondiscrimination" Section of the General Conditions), except as provided in Labor Code Section 3077.

58. **Data Destructions:** Contractor must permanently remove all stored County data/images from the hard disk drive and Cache memory of back-up copiers and replaced copiers within seven (7) calendar days of removal from County. Within seven (7) calendar days of data removal services or request by County, Contractor must provide to County written certification (complete Attachment E. Certification for Data Removal) that data removal was completed.

59. **County of Orange Information Technology Security Provisions:** All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

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59.1. County of Orange Information Technology Security Standards: County of Orange security standards follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

59.1.1. Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Standards ("Security Standards"), as existing or modified, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of such Security Standards shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Standards include, but are not limited to, Attachment C - County of Orange Information Technology Security Standards and Attachment D - Business Associate Contract.

59.1.2. Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

59.2. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.

59.3. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

59.3.1. County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

59.3.2. Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

59.3.3. All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any

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manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

59.3.4. Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

59.4. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

59.4.1. Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data,

59.4.2. Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

59.4.3. Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

59.4.4. Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

59.4.5. All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

59.5. Enhanced Security Measures: County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take

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effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

59.6. General Security Standards: Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

59.6.1. At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

59.7. Security Failures: Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

59.8. Security Breach Notification: In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

59.8.1. County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such

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occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

59.8.2. In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

59.8.3. Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

59.8.4. Notification shall be sent to:

Rafael Linares Chief Information Security Officer 1055 N. Main St., 6th Floor Santa Ana, CA 92701 Phone: (714) 567-7611 Rafael.Linares@ocit.ocgov.com	Linda Le, CHPC, CHC, CHP County Privacy Officer 1055 N. Main St., 6th Floor Santa Ana, CA 92701 Phone: (714) 834-4082 Linda.Le@ocit.ocgov.com

59.9. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

59.9.1. Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

59.9.2. Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

59.9.3. In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

59.10. Business Continuity and Disaster Recovery (BCDR):

59.10.1. For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum

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duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

59.10.2. The Contractor shall maintain an comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third-parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed)) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

59.10.3. All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

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SIGNATURE PAGE

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

C3 OFFICE SOLUTIONS LLC, DBA C3 TECH
a Limited Liability Company,

Date: 4/28/2023

By: DocuSigned by: Tony Sanchez
AE415E976524A7...
Signature

Tony Sanchez 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: 4/28/2023

By: DocuSigned by: Tricia Sanchez
B0F6F9C941A2411...
Signature

Tricia Sanchez Chief Financial Officer
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: _____

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ATTACHMENT A
SCOPE OF WORK

I. INTRODUCTION

The County of Orange has established a Regional Cooperative Agreement (RCA) for Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services (hereinafter referred to as "Services"). This Contract is a usage contract between County and Contractor for the following Scope of Work.

II. CONTRACTOR RESPONSIBILITIES:

A. Contractor must provide copier(s) and services as listed in Attachment C, to any requesting County Department.

B. Contractor is responsible for the professional quality and technical competence of Contractor personnel/employees designated to provide services to County.

C. Contractor must comply with all applicable local, state, and federal laws and regulations.

D. Contractor must comply with all applicable County Department rules of conduct, policies, and procedures while on County premises.

E. Data Removal - Contractor must provide County with its written policies and procedures associated with permanently removing all stored Customer data/images from the hard disk drives and Cache memory that resides within Copiers. Procedures associated with permanently removing all stored Customer data/images from the hard disk drives and Cache memory that resides within Copiers must be in compliance with NIST SP 800-88 and Department of Defense (DoD) 5220.22-compliant sanitation programs.

F. Hard Disk Drive Replacements Due to Copier Malfunction/Failure - Contractor must permanently remove all stored County data/Images from the hard disk drive and Cache memory within seven (7) calendar days of removal of replacement hard disk drives from County. Within seven (7) calendar days of hard disk drive replacement services or request by County, Contractor must provide written certification (Attachment E. Certification for Data Removal) that data removal was completed.

G. Confidentiality - Contractor must ensure its employees maintain confidentiality of all information and County records that may become accessible to the employees.

H. Contractor Staff: Contractor must provide, but is not limited to, the following information to each employee given a County assignment:

1. Location of assignment
2. Name of Reporting Supervisor or Manager
3. Length of Assignment
4. Working Hours
5. Complete job description
6. Performance Expectations

III. SECURITY REQUIREMENTS AT COUNTY SECURED FACILITIES:

A. County operates several secured facilities, including several Probation, Sheriff and John Wayne Airport operated sites. Contractor and its employees who perform services in County secured facilities are required to comply with strict operation policies and may be required to pass a background check, at the sole discretion of the County department, prior to performance due to security requirements at County secured facilities. The applicable County policies and security

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requirements have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

B. Contractor must provide a list of all Contractor personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a County secured detention facility, Probation facility or Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes must be authorized to the approved list without a request in writing submitted by Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, Contractor will be notified that it has not complied with the terms of this Contract and is subject to Contract termination. The list of all Contractor Personnel/Employees performing under this Contract must be submitted prior to award of this Contract.

C. Contractor must prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to County secured facilities.

    1. Security Clearance forms must be submitted at least five (5) business days prior to the start of work or prior to the use of any person subsequent to the start of work.
    2. Said Security Clearance forms must be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
    3. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
    4. County is not under any obligation to give a reason clearance is denied.

D. Contractor is responsible for signing in with the County Site Coordinator or designee, as required, upon arrival at a County secure facility (e.g., JWA, Probation). Contractor must report to the Central Control Center (Control).

E. Contractor personnel/employees must closely monitor all tools, equipment and other materials at all times while performing services under this Contract, especially at County detention facilities.

F. Contractor personnel/employees must have no contact, either verbal or physical, with internees/inmates in County secured detention facilities. Specifically, Contractor employees must:

    1. Not give names or addresses to internees.
    2. Not receive any names or addresses from internees.
    3. Not disclose the identity of any internee to anyone outside the facility.
    4. Not give any materials to internees.
    5. Not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

G. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract at John Wayne Airport are expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons, or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging

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any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge must be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report must be made before a replacement badge will be issued.

H. All vehicles parked on-site at a County secured facility must always be locked and thoroughly secured.

I. All equipment and materials must remain in Contractor's possession at all times and must never be left unattended while at a County secured facility. All lost or misplaced equipment or materials must be reported immediately to the (a) security staff or Control in County secured detention facilities or (b) the escort or Control in Sheriff's facilities.

J. Contractor personnel/employees must not smoke or use profanity or other inappropriate language while on-site.

K. Contractor personnel/employees must not enter a County secured facility while under the influence of alcohol, drugs or other intoxicants and must not have such materials in their possession.

L. Contractor personnel/employees must plan their activities to minimize the number of times they must enter and exit a County secured facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

M. Contractor personnel/employee(s) must be well-disposed to the public and County staff utilizing the facilities but must be responsive only to the requests of the County Site Coordinator unless otherwise directed and must direct all inquiries or requests to the County Site Coordinator.

IV. TRANSITION REQUIREMENTS:

A. Contractor must work with appropriate County IT, Procurement and/or department personnel to assess user department needs and coordinate a migration/transition schedule (as applicable).

B. Contractor shall coordinate and provide without additional charge any other transition services County determines necessary to transition to another vendor at the end of the contract term.

V. PRICE GUARANTEE

A. Contractor will guarantee fixed hardware and service pricing for a period of 24 months after contract has been awarded.

B. For devices that the County may wish to acquire after the price guarantee expires, the Contractor agrees to offer the County a discount over retail pricing (as reported by a 3rd party such as Buyer's Laboratory) equivalent to the discounts being offered in this Contract

VI. DEVICE DATA COLLECTION: METER USAGE AND SUPPLY LEVELS

A. Contractor will use ECI FM Audit to collect and store device meter and supply level data for the fleet at no cost to the County and provide access to the software to the County.

B. ECI FM Audit is to report device level meters for service billing and supplies levels for supplies management, this tool is also capable of capturing and reporting:

1. Make/Model
2. IP Address
3. MAC Address
4. Location

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5. Total Meters B/W
6. Total Meters Color
7. Supply Levels (including historical fill rates)

C. All data collected by the software tool will remain the property of the County.

VII. SERVICE RESPONSES

A. 12 Orange County Based Technicians

B. The average in-person service response time, as calculated from the time the service call is placed to the factory-trained service technician's on-site arrival, including preventive maintenance calls, will be: 4 Hours

C. The maximum in-person service response time, as calculated from the time the service call is placed to the factory-trained service technician's on-site arrival, including preventive maintenance calls, will be: 5 Hours

D. The average time it will take a field engineer to acknowledge the County's service request once a service call has been placed with Contractor, as calculated from the time the service call is placed until a service technician calls the County to provide an estimated time of arrival, will be: 60 Minutes

E. To assure the County that Contractor 's intention is to respond to the service requests within the maximum response times stated above, Contractor shall compensate the County with the following credit of the monthly service cost (for the device in question) for each response that exceeds the guaranteed maximum response time: 5%

F. Contractor shall provide a loaner device of equal or superior capabilities to the County if any device installed by Contractor is unable to perform to the County's specifications for more than 8 hours of normal business operation.

G. Contractor shall provide Customer Support by phone at no additional charge during normal business hours; Monday – Friday 8:00am to 5:00pm.

H. For issues related to service responses, supplies management, non-reporting devices, etc., Contractor will provide customer support by email and is expected to response within 1 hour.

VIII. TERMS AND CONDITIONS OF ACQUISITION

A. 100% money-back guarantee for a particular device, regardless of the problem within 30 days.

B. The Contractor guarantees each machine to perform within the County’s specifications for a period of 60 MONTHS or the volume listed below, whichever occurs first.

C. The Contractor will replace each machine on a like-for-like basis with the then current technology if the machine fails to perform to the County’s specifications while continuously under a service agreement with Contractor, so long as the County uses supplies recommended by the equipment manufacturer.

D. Volume Guarantees:

Copier/MFD	35 PPM B/W	60 Months OR 750,000 Impressions
Copier/MFD	45 PPM B/W	60 Months OR 1,200,000 Impressions
Copier/MFD	55 PPM B/W	60 Months OR 2,100,000 Impressions
Copier/MFD	65 PPM B/W	60 Months OR 2,700,000 Impressions
Copier/MFD	75 PPM B/W	60 Months OR 3,900,000 Impressions
Copier/MFD	75 PPM B/W	60 Months OR 4,800,000 Impressions
Copier/MFD	95 PPM B/W	60 Months OR 5,700,000 Impressions
Copier/MFD	35 PPM Color	60 Months OR 750,000 Impressions

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Copier/MFD	45 PPM Color	60 Months OR 1,200,000 Impressions
Copier/MFD	55 PPM Color	60 Months OR 2,100,000 Impressions
Copier/MFD	65 PPM Color	60 Months OR 2,700,000 Impressions
Copier/MFD	75 PPM Color	60 Months OR 3,900,000 Impressions
Production Copier/MFD	110 PPM B/W	60 Months OR 18,000,000 Impressions
Production Copier/MFD	120 PPM B/W	60 Months OR 18,000,000 Impressions
Production Copier/MFD	75 PPM Color	60 Months OR 3,900,000 Impressions
MFP	30PPM B/W (Laser)	60 Months OR 300,000 Impressions
MFP	30PPM Color (Laser)	60 Months OR 300,000 Impressions
MFP	40PPM Color	60 Months OR 420,000 Impressions
MFP	50PPM B/W	60 Months OR 600,000 Impressions
Printer	30PPM B/W (Laser)	60 Months OR 300,000 Impressions
Printer	30PPM Color (Laser)	60 Months OR 300,000 Impressions
Printer	50PPM B/W (Laser)	60 Months OR 600,000 Impressions
Printer	50PPM Color (Laser)	60 Months OR 600,000 Impressions

E. Impressions Between Calls (IBCs) Guarantee: the Contractor guarantees each machine to operate at the fixed average number of Impressions Between Calls (IBCs) listed below for the entire life of the contract.

F. IBC Guarantees:

Copier/MFD	35 PPM B/W	12,500 IBCs
Copier/MFD	45 PPM B/W	20,000 IBCs
Copier/MFD	55 PPM B/W	35,000 IBCs
Copier/MFD	65 PPM B/W	45,000 IBCs
Copier/MFD	75 PPM B/W	65,000 IBCs
Copier/MFD	75 PPM B/W	80,000 IBCs
Copier/MFD	95 PPM B/W	95,000 IBCs
Copier/MFD	35 PPM Color	12,500 IBCs
Copier/MFD	45 PPM Color	20,000 IBCs
Copier/MFD	55 PPM Color	35,000 IBCs
Copier/MFD	65 PPM Color	45,000 IBCs
Copier/MFD	75 PPM Color	65,000 IBCs
Production Copier/MFD	110 PPM B/W	250,000 IBCs
Production Copier/MFD	120 PPM B/W	250,000 IBCs
Production Copier/MFD	75 PPM Color	65,000 IBCs
MFP	30PPM B/W (Laser)	5,000 IBCs
MFP	30PPM Color (Laser)	5,000 IBCs
MFP	40PPM Color	7,000 IBCs
MFP	50PPM B/W	10,000 IBCs
Printer	30PPM B/W (Laser)	5,000 IBCs
Printer	30PPM Color (Laser)	5,000 IBCs
Printer	50PPM B/W (Laser)	10,000 IBCs
Printer	50PPM Color (Laser)	10,000 IBCs

G. These averages are stated below by segment. The averages shall include Preventative Maintenance (PM) service calls and be calculated during any immediately preceding 12- month period. These calculations will exclude service calls caused by operator error and the guarantee will remain in effect while the equipment is continuously under a service agreement with Contractor.

H. Contractor will replace any machine on a like-for-like basis with the then current technology if that machine fails to produce the average number of Impressions Between Calls.

I. Fair Market Value (FMV) Leasing

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1. The Contractor will use Wells Fargo, Leasing Company to provide Fair Market Value (FMV) funding for leasing.
2. FMV monthly lease rate factor:
   a. 60-month FMV Lease rate factor for a monthly billing cycle: 0.01953
3. FMV quarterly lease rate factor:
   a. 60-month FMV Lease rate factor for a quarterly billing cycle: 0.01953
4. Contractor will provide a fair market value buyout to keep at the end of the lease that does not exceed 15% of the purchase price of the device.
5. Contractor will provide a written notice to the County 90 days prior to the date the letter of intent is due to prevent any automatic renewal period.
6. Contractor agrees to a maximum automatic lease renewal period of 30 days.
7. Contractor is responsible for the return of equipment acquired from the Contractor under this contract to the Leasing Company at the end of the lease term. This shall include shipping costs, insurance, or any other shipping or equipment repair costs associated with the return of this equipment.

J. $1.00 Buyout Leasing

1. $1 Buyout monthly lease rate factor:
   a. 60-month $1 Buyout Lease rate factor for a monthly billing cycle: 0.021525.
2. $1 Buyout quarterly lease rate factor:
   a. 60- month $1 Buyout Lease rate factor for a quarterly billing cycle: 0.021525.
3. Will provide a written notice to the County 90 days prior to the lease end date.

K. Lease Rate Adjustments

1. Contractor will adjust the proposed lease rates (up and down) in a manner that is directly proportional to any adjustments made by the Lease Company, with no increase in profit margin.
2. Will provide the County with 30-day notice prior to any rate adjustments.

L. Insurance Documentation

1. Upon request, the County shall provide Contractor with insurance documentation if required by the Leasing Company, once the lease contracts are signed.
2. Contractor shall provide documentation to the Leasing company, any and all necessary actions to correct any insurance billing problems. On-Appropriation / Funding-Out Clauses
3. Contractor shall include in all leasing options and lease documents, non-appropriation and/or funding-out clauses as required by the State Code of California. Lease Documentation Fee
4. Contractor will require the following Lease Documentation Fee per contract at no cost.

M. Training

1. Contractor will schedule, in advance at no additional cost, the installation and simultaneous basic instruction of the operation of the new equipment
2. In-Service Training: Contractor will schedule, in advance and at no additional cost, at each location's convenience, In-Service training (2 operators for each device) covering the complete operation of the new equipment as needed.

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3. Copy Center Staff Training: Contractor agrees to schedule, in advance and at no additional cost, in-depth training to designated individuals on general and advanced copier functions and features; basic maintenance and troubleshooting; supply replenishment; use of the copier management system; and related items.
4. IT Staff Training: Contractor agree to schedule, in advance and at no additional cost, specialized network connectivity, configuration and other information technology training as requested by County.

N. Equipment Delivery and Timing

1. Pre-Installation Coordination: agree to coordinate the delivery, set-up/installation, and removal of devices with the ordering County department.
2. Delivery Tools and Waste: agree to, at all times, keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as the tools, installation equipment, machinery, and surplus materials during the progress of the work and until completion thereof? Will Contractor remove from the premises all crates, wrappings and other flammable waste materials or trash.
3. Site Damages Caused During Delivery: agree to take responsibility for any damage to County premises as a result of delivery, set-up/installation, and pick-up of devices and repair and restore such premises to the original condition.
4. Pre-Installation Procedures: agree to advise the County of any an add specialized installation and environmental County site requirements for the delivery and installation of devices ordered under the resulting contract? This information must include, but is not limited to, the following: air conditioning, electrical requirements, special grounding, cabling requirements, space requirements, and any other considerations critical to the installation. After receipt of the County site requirements, the County may cancel an order for a particular copier before acceptance of copier. Additionally, inspections, tests, measurements, or other acts or functions performed by the County must in no manner be construed as relieving Contractor from full compliance with Contract requirements.
5. Damaged Items: Replacement Timing: agree to replace any items and/or components that are received with damages within thirty (30) consecutive calendar days after the notification of damage.
6. Damaged Items: Late Delivery: agree to pay, as liquidated damages, the sum of $50.00 per device per consecutive calendar day after thirty (30) days from the date of notification until the replacement of damaged items have been received by the County.
7. Current Firmware: agrees to install the most current version(s) of firmware into all devices prior to installation.
8. Contractor does not experience hardware delivery delays for the proposed model(s) due to issues with the supply chain.

O. Equipment Disposal

1. Equipment Pick-Up and Disposal: agree to pick up and dispose of used equipment already owned by the County, if requested, at no additional charge to the County? (This applies only to existing equipment that is owned by County, not equipment that is under a lease agreement.) The County will provide Contractor with a list of all equipment to be removed and disposed of.
2. Existing Devices Data Security: agree to either destroy the hard drives (for devices with removable hard drives) and provide a certificate of completion at no cost.

P. Equipment Demonstration or Trial

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1. Equipment demonstration: The County agencies may want to test the equipment onsite prior to awarding the contract. If requested, Contractor agrees to provide equipment, configured as proposed, for on-site testing for a minimum of 5 business days. The demonstration must not be conditioned upon an agreement to purchase/lease or execution of a purchase order.
2. Maximum Demonstration or Trial Period: agree that any demonstration or trial period will not exceed 30 calendar days.
3. Conversion of Demonstration or Trial Device: agree that any demonstration or trial device will not be converted to a permanent placement unless the device was new/unused prior to placement.
4. Data Security for Demonstration or Trial Device: Upon removal of a demonstration or trial device, Contractor agrees to take responsibility of securely erasing or destroying residual data stored in the hard disk drive. Contractor will permanently remove all stored County data/images from the hard disk drive and Cache memory within seven (7) calendar days of termination of the placement. Within seven (7) calendar days of data removal services or request by the County, Contractor will provide written certification (See Model Contract Attachment E. Certification for Data Removal) that data removal was completed.

IX. TERMS AND CONDITIONS OF SERVICE

A. Tracking/Crediting Service Copies: any copies run by any representative of Contractor be tracked and credited back to the County at the end of each service-billing period.

B. Preventative Maintenance and Parts Replacement

1. Preventative Maintenance Parts List(s): Contractor will provide the pages from the service manual, for each installed device, indicating the manufacturer's replacement schedule for preventative maintenance (PM) parts, including parts names which may be included in PM Kits, and manufacturer's part numbers to the County? (This information will be used by the County to evaluate service work that is being performed by Contractor.
2. Original Equipment Manufacturer Parts: Contractor agrees to provide only Original Equipment Manufacturer Parts and supplies when repairing, servicing, or supplying consumable items for each device. Failure to do so will constitute a breach of contract and require Contractor to fully compensate the County for any real or perceived loss or damage.
3. Parts Replacement: For the entire life of each device covered under a service contract with the Contractor, Contractor shall replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, Contractor will replace failed parts as long as the device is covered under a service contract by Contractor.
4. Management and Evaluation: The County reserves the right to monitor and evaluate all aspects of Vendor's invoicing and service work that is executed by Contractor for all equipment that is leased or covered under a service contract by Contractor on an ongoing basis. Contractor shall provide all requested lease and service contract data, billing and invoicing data, and/or service call history data within ten (10) business days of such a request whether made by telephone or e-mail. Contractors agree not to object or hinder in anyway the ongoing evaluation of cost, volume, equipment performance and Contractor’s performance of services provided to the County.

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5. Data Request: Contractor agree to pay to the County $50.00 in liquidated damages per consecutive day, beyond 10 business days, that Vendor delays delivering requested lease and/or service contract data, billing and/or invoicing data, and/or service call history data.
6. Monthly Reports: Contractor will deliver monthly reports in an electronic format acceptable to the County. The reports will be formatted in an acceptable manner and include the following for each device acquired from Contractor. - make/model - serial number - Contractor ID number – location - room number - the monthly meter readings (for each billable meter per device)
    i. In addition to the above data, each report will include all service calls performed during the past 30 days, the date and time the call was placed, the date and time the technician arrived onsite, the beginning meter reading of the service call, the ending meter reading of the service call, a complete description of the reason for each call, the remedy provided by Supplier, and a complete list of all parts including the manufacturer's part numbers that were required to complete each service call.
    ii. All calls will be recorded and be categorized as a service call, return with parts call, a call back, operator error call or courtesy call. These monthly reports shall be provided at no additional expense to the County for the life of the equipment.

C. Equipment Relocation

1. Within a building: If, during the contract period, the need arises to move or relocate equipment purchased under this contract within a building, will Contractor agree to move the equipment at no additional charge to the County.
2. From one building to another building: If, during the contract period, the need arises to move or relocate equipment purchased under this contract from one building to another building, will Contractor agree to move the equipment at no additional charge to the County.

D. Data Security for proposed Equipment

1. Overwrite Capability: proposed devices have the capability for at least a onetime overwrite after the completion of each copy/print/scan job and a structured three (3) times overwrite (DoD) on a weekly off hours (outside of working days, 8:00a.m.- 5:00p.m.) schedule.
2. De-installation of Hard Drives for Purchased Devices at end-of-life: Contractor agrees, at no additional charge, to de-install each hard drive and turn each hard drive over to the custody of personnel authorized by the County so that the County may oversee the complete destruction of the hard drive and any confidential data contained therein. This applies to purchased devices only.
3. Replacement Hard Drive / Overwrite Software: Overwrite Software is included in pricing. Note: Any hard drive replacement shall occur at the end of the life cycle before the device is deinstalled and while the device is still located at the County's site.
4. Hard Drives Erasure and Certification: Contractor agrees to take responsibility of securely erasing or destroying residual data stored in the hard disk drive. Contractor will permanently remove all stored County data/images from the hard disk drive and Cache memory within seven (7) calendar days of termination of the placement. Within seven (7) calendar days of data removal services or request by the County, Contractor will provide written certification (See Model Contract Attachment E. Certification for Data Removal) that data removal was completed.
5. Removal of Hard Drive from the County's Site: Contractor agrees that no hard drive, for any reason, for any device acquired under this Contract, will be removed from the County's site at any time by Contractor, unless all data contained in the hard drive has

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been removed utilizing software that will overwrite the hard drive, and that removing a hard drive from the County's site without confirming that the hard drive has been erased will constitute a breach of contract.

6. Protection of Confidential Information: Contractor understands that documents left in or on any device may contain confidential information that must be protected and agrees that all documents found in or on any device by Contractor will be handed to authorized County personnel and that the documents will not be placed in a trash can or recycle bin by any representative of Contractor.

E. Supplies

1. Supply Shipping: agree to ship and/or deliver supplies (including toner and staples) to the County for no additional charge? If no, please explain how shipping charges will be determined.
2. Supply Shipping: 1-2 Business day for toner to be delivered after it has been ordered.
3. Supply Shipping: Late Delivery: To assure the County that Contractor's intention is to deliver toner within the number of days stated above, Contractor will compensate the County with $5.00 credit for each late delivery.
4. Used Toner and Toner Containers: Contractor will pick up the empty/used toner containers at no cost.
5. Cost of Staples: $50.00 per box of 3 cartridges. 15000 Staples Per Box.
6. Auto Supply Replenishment: Contractor ship supplies automatically based on the usage of each device without the County having to place an order.
7. Spare set of toners on-site: Contractor will allow the County to keep a spare set of toners on hand (at each site) for each model type as well as for each high-volume device, at no additional cost.

F. Extended Service Coverage

1. Years 6 and 7: When any device is 5 years old, if the device has not reached the 60-month volume (see Terms and Conditions of Acquisition) and the device is experiencing an average of 1 or fewer service calls per month, will Contractor offer extended coverage for years 6 and 7.
2. Terms for Extended Coverage: Contractor will offer the same level of service for years 6 and 7 (as provided for the first 5 years).
3. Service Rate Increase: As compared to the proposed rates for Year 5, the estimated service rate increase for years 6 and 7 is 10%.

X. CURRENT PRINTER FLEET SERVICE/SUPPLIES

A. Current Printer Fleet Services/Supplies Terms

1. Makes/Models: Service/Supplies will be provided for all currently installed make/models listed.
2. On an "As-is" Basis: Contractor provide service for the existing printer fleet on an as-is basis, i.e., with no inspection or charges to "bring the equipment up to contract-level specifications" before the contract begins? Any device that will not produce a printed page at the start of the contract will be excluded from this requirement. The County will take into consideration the exclusion of any printer found to be operable, but in extremely poor condition.
3. Contractor agrees that the contract cannot be assigned to another Service Company without the written permission of the County or canceled by Contractor except for non-payment of the service contract by the County.

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4. Contractor agrees to submit all contract invoices and billing in a timely manner. The contract shall include network interface support, labor, and all consumable parts and supply items excluding paper. The contract shall include all parts required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. The service contract shall also include all travel time, mileage, and labor.
5. Firmware Upgrades (after initial installation): Except for firmware upgrades Contractor will install prior to delivery of a device, Contractor agrees to NOT take the initiative to do any additional firmware upgrades or change configuration settings without the County's permission.
6. Adding Printers/MFPs to the Contract: Contractor agrees that printers/MFPs can be added to the contract at the proposed rates at any time, provided the model of the additional printer is already under contract or a new model is approved by Contractor and connected to the County's network.
7. Equipment Replacement: Contractor shall replace printers that cannot be repaired on a like-for-like basis at no additional cost as long as the contract is in effect and also agree that all replacement devices shall become property of the County? (This will apply to all devices covered under the contract. NO
8. Printer Relocation by the County: If during the contract period, the need arises to move a printer covered under this contract, Contractor allows County personnel to move the equipment without affecting the contract coverage.
9. Printer Relocation Notification: Contractor allows printer/MFP relocation notifications via email at service@c3tech.com.
10. Annual Preventative Maintenance on all devices covered under the contract: Contractor provide annual preventative maintenance for printers/MFPs covered under this contract at no additional cost.
11. Parts Replacement for Existing Devices: For the entire life of each existing device covered under a service contract with Contractor, Contractor will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule? In addition, if any part fails before reaching the manufacturer's estimated life expectancy, will Contractor replace failed parts as long as the device is covered under a service contract by Contractor.
12. Supply Failure Rate: average failure rates for OEM: 1%, and for 3rd Party: 1%.

B. Current Printer Fleet Service/Supplies Pricing

1. Cost-per-print for a contract that uses only OEM parts and supplies as well as pricing for a contract that uses third party high-quality compatible supplies.

Pricing for B/W Prints on B/W Devices	
(OEM parts and supplies)	(3rd Party parts and supplies)
$0.044	$.0179

Pricing for B/W Prints on Color Devices	
(OEM parts and supplies)	(3rd Party parts and supplies)
$0.044	$0.0179

Pricing for Color Prints	
(OEM parts and supplies)	(3rd Party parts and supplies)
$0.24	$0.11

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XI. SOFTWARE TECHNICAL REQUIREMENTS

A. Option 1 - On-Premises Software Solution: PaperCutMFD version 22.0

B. Support and Recommended Server Operating System(s)

1. Supported Server Operating Systems: Microsoft Windows (64-bit), Apple macOS 10.15 (Catalina) or higher, Windows Server 2022 / 2019 / 2016 / 2012 R2 / 2012 / Windows 11 / Windows 10
2. Recommended Server Operating Systems: Note: Core, server, advanced server, enterprise edition, 64-bit edition, workstation, professional versions all supported. If using Windows Server 2012 or 2012 R2, make sure the Server-Gui-Mgmt-Infra feature of Windows Server is installed.
3. Universal Print Driver Offered
    i. Universal Print Driver allow the user full access the device's finishing options, i.e., stapling and 3-hole punch
    ii. Devices can be remotely configured individually or in groups of like devices.
4. Secure Print Release ("Follow-Me"): This capability provides the ability for the sender to have their document(s) printed only if their ID code is entered at the machine. The user should be able to request, from any device on the network which is configured for this function, that their print job be printed at the device from which the request is made.
5. User Identification: Users can be assigned a unique identification number
6. Cost Accounting: Tracked activity can be assigned to one or more accounting codes as defined by the County.
7. Activity Management: Device features and functions can be limited by user, organization, accounting code, or any combination.
8. User Limiting Function: Users can be assigned hard volume or cost limits that prevent further use until approval(s) are granted. These same limits can be "awareness" warnings at various thresholds, with no usage prevention.
9. Server-Based Document Processing: Action taken for a scanned document will be handled at the server level rather than making use of device resources.
10. Automatic Generation and Distribution of Reports: reports are able to have automatic generation and distribution.
11. User Authentication: Users must use an assigned access code in order to gain access to device features and functions. This access code can be entered at the desktop or at the device.
12. Active Directory Authentication Support: solution being proposed supports Active Directory authentication.
13. Print Driver Auto Deploy: has an auto print driver deploy option which allows for auto-loading of print drivers based on specific subnets with no additional cost.
14. Pricing: Embedded Software License Cost: one-time purchase cost per newly installed device for the license to enable the proper functional interoperability with software.
    iii. $332.80 per license per Multi-Function device
    iv. $1,16.80 per device for required installation/configuration support
    v. $520.00 per server
15. Pricing: Card Reader for Copier/ MFDs: $144 per card reader, connected via USB.

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16. Pricing: Ongoing Maintenance/Support Pricing: $416 per device for 5 years.
17. Multiple Instances: In the event that the County would need multiple instances of the proposed software for departments due to the network infrastructure/firewalls.
    vi. $520.00 per server
18. Training: Training included during implementation and ongoing.
    vii. User Based Training
    viii. Admin Training.
    ix. Knowledge Base and Manuals available 24/7
    x. $0 per hour for up to 10 people
19. Professional Services: price for professional services for solution customization and/or additional support.
    xi. $116.80 per hour.

C. Option 2 - Cloud Based Solution: PaperCut 22.0- PaperCut MF

1. Universal Print Driver Offered
    i. Universal Print Driver allow the user full access the device's finishing options, i.e., stapling and 3-hole punch
    ii. Devices can be remotely configured individually or in groups of like devices.
    iii. Device provides automatic device discovery.
2. Secure Print Release ("Follow-Me")- This capability provides the ability for the sender to have their document(s) printed only if their ID code is entered at the machine. The user should be able to request, from any device on the network which is configured for this function, that their print job be printed at the device from which the request is made.
3. User Identification: Users can be assigned a unique identification number
4. Cost Accounting: Tracked activity can be assigned to one or more accounting codes as defined by the County.
5. Activity Management: Device features and functions can be limited by user, organization, accounting code, or any combination.
6. User Limiting Function: Users can be assigned hard volume or cost limits that prevent further use until approval(s) are granted. These same limits can be "awareness" warnings at various thresholds, with no usage prevention.
7. Server-Based Document Processing: Action taken for a scanned document will be handled at the server level rather than making use of device resources.
8. Automatic Generation and Distribution of Reports: reports are able to have automatic generation and distribution.
9. User Authentication: Users must use an assigned access code in order to gain access to device features and functions. This access code can be entered at the desktop or at the device.
10. Active Directory Authentication Support: solution being proposed supports Active Directory authentication.
11. Print Driver Auto Deploy: Solution proposed has an auto print driver deploy option which allows for auto-loading of print drivers based on specific subnets.
12. Pricing: Embedded Software License Cost: the cost per newly installed device for the license to enable the proper functional interoperability with software proposed.
    i. $332.80 per license per Multi-Function device per one-time (specify one-time,

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monthly, annually)

ii. $116.80 per device for required installation/configuration support

iii. $520.00 per server

13. Pricing: Card Reader for Copier/ MFDs: $144 per card reader, connected via USB.
14. Pricing: Ongoing Maintenance/Support Pricing: $416 per device for 5 years.
15. Multiple Instances: If the County would need multiple instances of the proposed software for departments due to the network infrastructure/firewalls.

iv. $520.00 per server

16. Training: Training included during implementation and ongoing.

v. User Based Training
vi. Admin Training.
vii. Knowledge Base and Manuals available 24/7
viii. $0 per hour for up to 10 people

17. Professional Services: price for professional services for solution customization and/or additional support.

ix. $116.80 per hour.

XII. SUPPORT FOR SOFTWARE SOLUTION

A. Device Management and Usage Tracking Software Support

1. Placing a Support Call:

i. Support calls are available by web portal 24/7 (www.c3tech.com/my-c3)
ii. Phone M-F 8:00am-5:00pm phone (714) 689-1700
iii. Email (service@c3tech.com).
iv. Asset Tag and or Serials will be needed to initiate support.

2. Method of Delivery of Support Services: Software Support will be delivered by a remote access conference connection. Users can also phone in to listen/speak in conversation.
3. Priority 1, Critical:

"Critical" is defined as any system status where a major feature fails to function, the system is not functioning, or a major business process is seriously disrupted.

i. Target Response in 1 hours
ii. Target Resolution in 4 hours

4. Escalation Process for Priority 1 Issues: "Escalation Process" is defined as a specific sequence of documented, hierarchical actions that is expected to take place to reach problem resolution. For issues not resolved within the target resolution period, please describe your escalation process for Priority 1 issues.

i. Escalation of Priority 1 Issues will be taken by C3's internal CIO and software Contractor's emergency team. Client will be communicated as information are updated.

5. Compensation for Exceeding the Target Resolution Period for Priority 1 Issues: NO
6. Priority 2, High:

"High" is defined as any system status where a major feature intermittently fails to function, or a major business process is intermittently seriously disrupted.

i. Target Response in 4 hours

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ii. Target Resolution in 8 hours

7. Escalation Process for Priority 2 Issues: "Escalation Process" is defined as a specific sequence of documented, hierarchical actions that is expected to take place to reach problem resolution. For issues not resolved within the target resolution period, please describe your escalation process for Priority 2 issues.

   i. Escalation of Priority 2 Issues will be taken by C3's internal IT Manager and software Contractor's level 3 team. Client will be communicated as information are updated.

8. Compensation for Exceeding the Target Resolution Period for Priority 2 Issues: NO

9. Priority 3, Medium:

   "Medium" is defined as any system status where a feature intermittently fails to function, or a business process is intermittently disrupted.

   i. Target Response in 8 hours

   ii. Target Resolution in 24 hours

10. Escalation Process for Priority 3 Issues: Escalation of Priority 3 Issues will be taken by C3's internal Level II Team and software Contractor's level 2 team. Client will be communicated as information are updated.

11. Priority 4: Low: resolution time period for support calls related to a minor usability, presentation or cosmetic problem that does not affect the ability to use the product.

    i. Target Response in 24 hours

    ii. Target Resolution in 48 hours

XIII. HARDWARE CATALOG AND HARDWARE PRICING

A. Hardware Catalog and Hardware pricing on Attachment D, page 42.

B. All devices shall be new/unused, the most current model version, and newly manufactured as defined in the Contract.

C. Prices include all requirements, including all expenses for set-up, delivery, installation of device, a surge protector, a line conditioner (if recommended by the manufacturer), and a stand/pedestal as recommended by the manufacturer (if required).

D. Prices include a truck or van delivered price to the install location. Prices are F.O.B. to the delivery point, with Contractor assuming all responsibility in making necessary adjustments with freight companies or in replacing all devices damaged in transit to the satisfaction of the County.

E. All prices for Optional Equipment shall include all expenses for set-up, delivery, and installation of optional equipment.

XIV. SERVICE PRICING

A. Contractor agrees that the service contract cannot be assigned to another Service Company without the written permission of the County or canceled by Contractor except for non-payment of the service contract by the County. Contractor also agrees to submit all service contract invoices and billing in a timely manner. All service contract requirements shall apply if equipment is purchased or leased.

The service contract shall include network interface support, unlimited supplies of all toner, all developer, drums, all consumable parts, toner waste containers, and all other supply items excluding paper. The service contract shall include all parts and Preventive Maintenance (PM) parts as required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. Contractor will be required to use Original Equipment Manufacturer (OEM) parts

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and supplies when servicing the fleet of equipment. Replacement of PM parts shall occur according to the manufacturer's schedule. The service contract shall also include all travel time, mileage, and labor.

B. Service billing shall occur Quarterly in Arrears based on actual usage, with no minimum volume guaranteed. Rates are as listed below:

Segment:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
Copier/MFD - 35PPM B/W	$0.00297 B/W	$0.00297 B/W	$0.00318 B/W	$0.00343 B/W	$0.00378 B/W
Copier/MFD - 45PPM B/W	$0.00297 B/W	$0.00297 B/W	$0.00318 B/W	$0.00343 B/W	$0.00378 B/W
Copier/MFD - 55PPM B/W	$0.00297 B/W	$0.00297 B/W	$0.00318 B/W	$0.00343 B/W	$0.00378 B/W
Copier/MFD - 65PPM B/W	$0.00297 B/W	$0.00297 B/W	$0.00318 B/W	$0.00343 B/W	$0.00378 B/W
Copier/MFD - 75PPM B/W	$0.00297 B/W	$0.00297 B/W	$0.00318 B/W	$0.00343 B/W	$0.00378 B/W
Copier/MFD - 85PPM B/W	$0.00297 B/W	$0.00297 B/W	$0.00318 B/W	$0.00343 B/W	$0.00378 B/W
Copier/MFD - 95PPM B/W	$0.00297 B/W	$0.00297 B/W	$0.00318 B/W	$0.00343 B/W	$0.00378 B/W
Copier/MFD - 35PPM Color	$0.00297 B/W $0.0347 Color	$0.00297 B/W $0.0347 Color	$0.00318 B/W $0.0371 Color	$0.00343 B/W $0.04 Color	$0.00378 B/W $0.044 Color
Copier/MFD - 45PPM Color	$0.00297 B/W $0.0347 Color	$0.00297 B/W $0.0347 Color	$0.00318 B/W $0.0371 Color	$0.00343 B/W $0.04 Color	$0.00378 B/W $0.044 Color
Copier/MFD - 55PPM Color	$0.00297 B/W $0.0347 Color	$0.00297 B/W $0.0347 Color	$0.00318 B/W $0.0371 Color	$0.00343 B/W $0.04 Color	$0.00378 B/W $0.044 Color
Copier/MFD - 65PPM Color	$0.00297 B/W $0.0347 Color	$0.00297 B/W $0.0347 Color	$0.00318 B/W $0.0371 Color	$0.00343 B/W $0.04 Color	$0.00378 B/W $0.044 Color
Copier/MFD - 75PPM Color	$0.00297 B/W $0.0297 Color	$0.00297B/W $0.0297 Color	$0.00318 B/W $0.0371 Color	$0.00343 B/W $0.04 Color	$0.00378 B/W $0.044 Color
Segment:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
Production Copier/MFD - 110PPM B/W	$0.00297 B/W	$0.00297 B/W	$0.00318B/W	$0.00343 B/W	$0.00378 B/W
Production Copier/MFD - 120PPM B/W	$0.00297 B/W	$0.00297 B/W	$0.00318B/W	$0.00343 B/W	$0.00378 B/W
Production Copier/MFD - 75PPM Color	$0.00297 B/W $0.0297 Color	$0.00297 B/W $0.0297 Color	$0.00318 B/W $0.0318 Color	$0.00343 B/W $0.0343 Color	$0.00378 B/W $0.0378 Color
MFP - 30PPM B/W (Laser)	$0.044 B/W	$0.044 B/W	$0.047 B/W	$0.051 B/W	$0.056 B/W
MFP - 30PPM B/W (Laser) Software Compatible	$0.044 B/W	$0.044 B/W	$0.047 B/W	$0.051 B/W	$0.056 B/W
MFP - 30PPM Color (Laser)	$0.044 B/W $0.24 Color	$0.044 B/W $0.24 Color	$0.047 B/W $0.257 Color	$0.051 B/W $0.278 Color	$0.056 B/W $0.306 Color
MFP - 30PPM Color (Laser) Software Compatible	$0.044 B/W $.24 Color	$0.044 B/W $.24 Color	$0.047 B/W $0.257 Color	$0.051 B/W $0.278 Color	$0.056 B/W $0.306 Color
MFP - 50PPM B/W (Laser)	$0.044 B/W	$0.044 B/W	$0.047 B/W	$0.051 B/W	$0.056 B/W
MFP - 50PPM B/W (Laser) Software Compatible	$0.044 B/W $0.24 Color	$0.044 B/W $0.24 Color	$0.047 B/W $0.257 Color	$0.051 B/W $0.278 Color	$0.056 B/W $0.306 Color
MFP - 50PPM Color (Laser)	$0.044 B/W $0.24 Color	$0.044 B/W $0.24 Color	$0.047 B/W $0.257 Color	$0.051 B/W $0.278 Color	$0.056 B/W $0.306 Color
MFP - 50PPM Color (Laser) Software Compatible	$0.044 B/W $0.24 Color	$0.044 B/W $0.24 Color	$0.047 B/W $0.257 Color	$0.051 B/W $0.278 Color	$0.056 B/W $0.306 Color
Printer - 30PPM B/W (Laser)	$0.044 B/W	$0.044 B/W	$0.047 B/W	$0.051 B/W	$0.056 B/W
Printer - 30PPM Color (Laser)	$0.044 B/W $0.24 Color	$0.044 B/W $0.24 Color	$0.047 B/W $0.257 Color	$0.051 B/W $0.278 Color	$0.056 B/W $0.306 Color
Printer - 50PPM B/W (Laser)	$0.044 B/W	$0.044 B/W	$0.047 B/W	$0.051 B/W	$0.056 B/W
Printer - 50PPM Color (Laser)	$0.044 B/W $0.24 Color	$0.044 B/W $0.24 Color	$0.047 B/W $0.257 Color	$0.051 B/W $0.278 Color	$0.056 B/W 0.306

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ATTACHMENT B
PAYMENT AND COMPENSATION

I. COMPENSATION: This is a firm-fixed fee Contract between County and Contractor of Digital Multifunctional Copiers, Related Accessories and Services as set forth in Attachment A, Scope of Work.

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

II. PAYMENT TERMS: Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County. Invoices will be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

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

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

III. Price Increase/Decreases: No price increases will be permitted during the first period of Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

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

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

VI. Payment Terms: Any purchase invoices are to be submitted following delivery and acceptance. Any lease invoices are to be submitted in advance, once per period as determined by option selected by County, for the fixed cost by item to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Service invoices are to be submitted quarterly in arrears based on actual usage and aligned with the County's fiscal year. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

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

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

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

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

a. Contractor's name and address
b. Contractor's remittance address, if different from 1 above
c. Contractor's Taxpayer ID Number
d. Name of County Agency/Department
e. Delivery/service address
f. Contract TBD
g. Agency/Department's Account Number
h. Date of invoice
i. Product/service description, quantity, and prices
j. Sales tax, if applicable
k. Freight/delivery charges, if applicable
l. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. 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.

Please send invoices according to the instructions by each Department.

IX. Payment (Electronic Funds Transfer (EFT): County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax, or email to the address or phone listed on the form.

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ATTACHMENT C
STAFFING PLAN

I. KEY PERSONNEL

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

Name	Classification/ Designation	Year of Experience	Years with Company	Professional Licenses or Credentials
Tony Sanchez	CEO	30+	11	
Tricia Sanchez	CFO	30+	11	
Davis Tran	VP of Operations	10	10	
Dennis McCabe	Service Manager	30+	6	Sharp and Canon Certified Technician
Sandra Magazzu	AR	30+	7	
Scott Sanchez	Sales Manager	3	3	

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. SUBCONTRACTORS

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
Not Applicable		

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I. Hardware Segments: B/W Copier/MFD: Copy/Print/Scan

A. Minimum Requirements for the B/W Copier/MFD Segments

1. Copier/MFD - 35 PPM B/W
2. Copier/MFD - 45 PPM B/W
3. Copier/MFD - 55 PPM B/W
4. Copier/MFD - 65 PPM B/W
5. Copier/MFD - 75 PPM B/W
6. Copier/MFD - 85 PPM B/W
7. Copier/MFD - 95 PPM B/W

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	**Must have minimum copy/print DPI of 600 x 600 dpi**
Accepted Paper Types	• **Avery Labels** (from By-Pass Tray) • **Envelopes** (from the By-Pass Tray) • **Cover Stock** (from the By-Pass Tray) Minimum Weight: 110 lb. • **Index Paper** (from the By-Pass Tray) Minimum Weight: 90 lb. • **Recycled Paper** up to and including 100% Post-Consumer Waste (PCW) paper • Zoom range (25% to 400%)
Duplexing	Min paper size: 8.5 x 11 Max paper size: 11 x 17
Network Printing	
Controller Type	**Devices must have Embedded Print Controllers w/ NIC Card**
Driver(s)	Current drivers for the proposed devices: PCL Version: **5e or 6**
Additional Controller Requirements on device	Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely without additional software.
	Secure / Private / Confidential Printing: This must include all hardware, i.e., hard drive and/or memory, and software required to be fully functional without additional software.
For devices with finishing options	Print driver functionality must allow the user to select all finishing options as applicable based on the configuration of the device.
Scanning	
Scanner output/destination	• Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	• PDF • JPEG
Scanner Minimum Resolution:	• minimum Scan DPI of 600 x 600 dpi
AD and LDAP	All devices must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 11 x 17 Document feed capacity minimum of 50-sheets

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1. Minimum Speed 35PPM: Copier/MFD - 35PPM B/W Segment

a. Required Equipment

Make/Model:	Sharp BP-50M36	
Purchase Price:	$ 1,746.00	
Device Speed:	36 PPM B/W	
Scanner Speed:	80 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 50 sheet(s)	100-sheet (or 20 envelope) bypass tray	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	550-sheet Paper Drawer	Sheets: 550
Adjustable up to 11 x 17 / 500 sheet(s)	550-sheet Paper Drawer	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	#MX-PK13L	$120
Scanner upgrade to Single Pass Duplex Scanning:	#NA	$NA
Color Scanning:	#Inc	$Inc
Scans in a Searchable PDF file format:	#Inc	$Inc
Faxing (analog):	#BP-FX11	$240
Additional Paper Tray (8.5 x 11): Minimum of 1,000 Sheets	#BP-DE15 Sheets: 2100	$480
Work/Utility Table or Surface:	#MX-UT10	$67.20
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	#3806V864	$163.80
Option 1: Inner: 1-Tray Stacker with Stapling: Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions	#BP-FN11 **Meets requirements?** ☒ Yes ☐ No	$446.40
Option 2: Inner: 1-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	#BP-FN11+BP-PN14B **Meets requirements?** ☒ Yes ☐ No	$624
Option 3: External: 1-Tray Stacker with Stapling: Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions	#BP-FN13 **Meets requirements?** ☒ Yes ☐ No	$912
Option 4: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 500-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	#BP-FN15+MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$1,320.00
Coin Op Unit that accepts change and bills	Make/Model ACDI #EX2000-B + 7000EFS + PCConnect	$1,737.00

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2. Minimum Speed 45PPM: Copier/MFD - 45PPM B/W Segment

a. Required Equipment

Make/Model:	Sharp BP-50M45	
Purchase Price:	$1,925.00	
Device Speed:	45 PPM B/W	
Scanner Speed:	80 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 50 sheet(s)	100-sheet (or 20 envelope) bypass tray	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	550-sheet Paper Drawer	Sheets: 550
Adjustable up to 11 x 17 / 500 sheet(s)	550-sheet Paper Drawer	Sheets: 550
LCT 8.5 x 11 / 1,000 sheet(s)	Stand/3 x 550-sheet Paper Drawers	Sheets: 1100
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	#MX-PK13L	$120
Scanner upgrade to Single Pass Duplex Scanning:	# NA	$NA
Color Scanning:	#Inc	$Inc
Scans in a Searchable PDF file format:	#Inc	$Inc
Faxing (analog):	# BP-FX11	$240
Work/Utility Table or Surface:	# MX-UT10	$67.20
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	# 3806V864	$163.80
Option 1: Inner: 1-Tray Stacker with Stapling: Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions	# BP-FN11 **Meets requirements?** ☒ Yes ☐ No	$446.40
Option 2: Inner: 1-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN11+BP-PN14B **Meets requirements?** ☒ Yes ☐ No	$624.00
Option 3: External: 1-Tray Stacker with Stapling: Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions	# BP-FN13 **Meets requirements?** ☒ Yes ☐ No	$912.00
Option 4: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 500-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN15+MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$1,320.00

3. Minimum Speed 55PPM: Copier/MFD - 55PPM B/W Segment

a. Required Equipment

Make/Model:	Sharp BP-50C55	
Purchase Price:	$2,142.40	
Device Speed:	55 PPM B/W	
Scanner Speed:	80 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 50 sheet(s)	100-sheet (or 20 envelope) bypass tray	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	550-sheet Paper Drawer	Sheets: 550
Adjustable up to 11 x 17 / 500 sheet(s)	550-sheet Paper Drawer	Sheets: 550
LCT 8.5 x 11 / 2,000 sheet(s)	2,100-sheet Split Tandem Paper Drawers	Sheets: 2100
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	#MX-PK13L	$120
Scanner upgrade to Single Pass Duplex Scanning:	#NA	$NA
	# Inc	$Inc
Scans in a Searchable PDF file format:	# Inc	$Inc
Faxing (analog):	# MX-FX11	$240
Work/Utility Table or Surface:	# BP-UT10	$67.20
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	# 3806V864	$163.80
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	# BP-FN13 **Meets requirements?** ☒ Yes ☐ No	$912
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN15+MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$1,320.00

4. Minimum Speed 65PPM: Copier/MFD - 65PPM B/W Segment

a. Required Equipment

Make/Model:	Sharp BP-50C65	
Purchase Price:	$ 2,667.40	
Device Speed:	65 PPM B/W	
Scanner Speed:	80 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	100-sheet (or 20 envelope) bypass tray	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	550-sheet Paper Drawer	Sheets: 550
Adjustable up to 11 x 17 / 500 sheet(s)	550-sheet Paper Drawer	Sheets: 550
LCT 8.5 x 11 / 2,000 sheet(s)	2,100-sheet Split Tandem Paper Drawers	Sheets: 2100
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	# MX-PK13L	$120
Scanner upgrade to Single Pass Duplex Scanning:	# NA	$NA
Color Scanning:	# Inc	$Inc
Scans in a Searchable PDF file format:	# Inc	$Inc
Faxing (analog):	# MX-FX11	$240
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	# BP-LC10 Sheets: 3000	$398.40
Work/Utility Table or Surface:	# BP-UT10	$67.20
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	# 3806V864	$163.80
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	# BP-FN13 **Meets requirements?** ☒ Yes ☐ No	$912
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN15 + MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$1,320

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5. Minimum Speed 75PPM: Copier/MFD - 75PPM B/W Segment

a. Required Equipment

Make/Model:	Sharp BP-70M75	
Purchase Price:	$ 4,244.72	
Device Speed:	75 PPM B/W	
Scanner Speed:	140 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	100-sheet bypass tray (letter/legal/ledger/statement)	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	500-sheet bypass tray (letter/legal/ledger/statement)	Sheets: 500
Adjustable up to 11 x 17 / 500 sheet(s)	500-sheet bypass tray (letter/legal/ledger/statement)	Sheets: 500
LCT 8.5 x 11 / 2,000 sheet(s)	Tray 1 - 1250 sheets (letter), Tandem Tray 2 - 850 sheets (letter)	Sheets: 2100
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	#Inc	$Inc
Scanner upgrade to Single Pass Duplex Scanning:	#Inc	$Inc
Color Scanning:	#Inc	$Inc
Scans in a Searchable PDF file format:	#Inc	$Inc
Faxing (analog):	#BP-FX11	$240
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	# BP-LC11 Sheets: 3500	$398.40
Work/Utility Table or Surface:	#NA	$NA
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	#3806V864	$163.80
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	# MX-FN34 **Meets requirements?** ☒ Yes ☐ No	$1,083.84
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,00-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-FN34+MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$1,261.44

6. Minimum Speed 85PPM: Copier/MFD - 85PPM B/W Segment

a. Required Equipment

Make/Model:	Sharp BP-70M90	
Purchase Price:	$ 5,900.72	
Device Speed:	90 PPM B/W	
Scanner Speed:	140 IPM	
NEMA ID:	NEMA 5-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	100-sheet bypass tray (letter/legal/ledger/statement)	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	500-sheet bypass tray (letter/legal/ledger/statement)	Sheets: 500
Adjustable up to 11 x 17 / 500 sheet(s)	500-sheet bypass tray (letter/legal/ledger/statement)	Sheets: 500
LCT 8.5 x 11 / 2,000 sheet(s)	Tray 1 - 1250 sheets (letter), Tandem Tray 2 - 850 sheets (letter)	Sheets: 2100
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	#Inc	$Inc
Scanner upgrade to Single Pass Duplex Scanning:	#Inc	$Inc
Color Scanning:	#Inc	$Inc
Scans in a Searchable PDF file format:	#Inc	$Inc
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	#BP-LC11 Sheets: 3500	$398.40
Work/Utility Table or Surface:	#BP-UT10	$67.20
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	#3806V864	$163.80
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	# MX-FN34 **Meets requirements?** ☒ Yes ☐ No	$1,083.84
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-FN34+PN16B **Meets requirements?** ☒ Yes ☐ No	$1,261.44

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7. Minimum Speed 95PPM: Copier/MFD - 95PPM B/W Segment

a. Required Equipment

Make/Model:	MX-M1056	
Purchase Price:	$ 9,508.56	
Device Speed:	105 PPM B/W	
Scanner Speed:	240 IPM	
NEMA ID:	NEMA 6-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	100-sheet multi-bypass tray	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
Adjustable up to 11 x 17 / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
LCT 8.5 x 11 / 2,000 sheet(s)	Tandem Tray 1 - 1200 sheets (letter size), Tandem Tray 2 - 800 sheets (letter size)	Sheets: 2000
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	#Inc	$Inc
Scanner upgrade to Single Pass Duplex Scanning:	#Inc	$Inc
Color Scanning:	#Inc	$Inc
Scans in a Searchable PDF file format:	#Inc	$Inc
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	#MX-LC12 Sheets: 3500	$456
Work/Utility Table or Surface:	#NA	$NA
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	#3806V864	$163.80
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	# Inc **Meets requirements?** ☒ Yes ☐ No	$Inc
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-PN13B **Meets requirements?** ☒ Yes ☐ No	$379.20

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II. Hardware Segments: Color Copier/MFD: Copy/Print/Scan

A. Minimum Requirements for the Color Copier/MFD Segments

1. Copier/MFD - 35PPM Color
2. Copier/MFD - 45PPM Color
3. Copier/MFD - 55PPM Color
4. Copier/MFD - 65PPM Color
5. Copier/MFD - 75PPM Color

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	**Must have minimum copy/print DPI of 600 x 600 dpi**
Accepted Paper Types	• **Avery Labels** (from By-Pass Tray) • **Envelopes** (from the By-Pass Tray) • **Cover Stock** (from the By-Pass Tray) Minimum Weight: 110 lb. • **Index Paper** (from the By-Pass Tray) Minimum Weight: 90 lb. • **Recycled Paper** up to and including 100% Post-Consumer Waste (PCW) paper • Zoom range (25% to 400%)
Duplexing	Min paper size: 8.5 x 11 Max paper size: 11 x 17
Network Printing	
Controller Type	**Devices must have Embedded Print Controllers w/ NIC Card**
Driver(s)	Current drivers for the proposed devices: PCL Version: **5e or 6** PostScript Level 3 Print Driver
Additional Controller Requirements	Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely without additional software.
	Secure / Private / Confidential Printing: This must include all hardware, i.e., hard drive and/or memory, and software required to be fully functional without additional software.
For devices with finishing options	Print driver functionality must allow the user to select all finishing options as applicable based on the configuration of the device.
Scanning	
	Color Scanning
Scanner output/destination	• Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	• PDF • JPEG
Scanner Resolution:	• minimum Scan DPI of 600 x 600 dpi
AD and LDAP	All devices must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 11 x 17 Document feed capacity minimum of 50-sheets

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1. Minimum Speed 35PPM: Copier/MFD - 35PPM Color Segment

a. Required Equipment

Make/Model:	Sharp BP-50C36	
Purchase Price:	$ 2,279.60	
Device Speed:	35 PPM B/W	
Device Speed:	35 PPM Color	
Scanner Speed:	80 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	100-sheet (or 20 envelope) bypass tray	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	paper drawer 550 sheets (letter/legal/ledger/stmt. size)	Sheets: 550
Adjustable up to 11 x 17 / 500 sheet(s)	paper drawer 550 sheets (letter/legal/ledger/stmt. size)	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	#NA	$NA
Scans in a Searchable PDF file format:	#Inc	$Inc
Faxing (analog):	#BP-FX11	$240
Additional Paper Tray (8.5 x 11): Minimum of 1,000 Sheets	#BP-DE15 Sheets: 2100	$480
Option 1: Inner: 1-Tray Stacker with Stapling: Min: Tray 1: 250-sheets; Min: stapling 50-sheets and 3 positions	#BP-FN11 **Meets requirements?** ☒ Yes ☐ No	$446.40
Option 2: Inner: 1-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN11+MX-PN14B **Meets requirements?** ☐ Yes ☐ No	$624
Option 3: External: 1-Tray Stacker with Stapling: Min: Tray 1: 250-sheets; Min: stapling 50-sheets and 3 positions	# BP-FN13 **Meets requirements?** ☐ Yes ☐ No	$720
Option 4: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN15+MX-PN15B **Meets requirements?** ☐ Yes ☐ No	$1,128
Coin Op Unit that accepts change and bills	Make/Model ACDI # EX2000-B + 7000EFS + PCConnect	$1,737

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2. Minimum Speed 45PPM: Copier/MFD - 45PPM Color Segment

a. Required Equipment

Make/Model:	Sharp BP-50C45	
Purchase Price:	$ 2,420.85	
Device Speed:	45 PPM B/W	
Device Speed:	45 PPM Color	
Scanner Speed:	80 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	100-sheet (or 20 envelope) bypass tray	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	paper drawer 550 sheets (letter/legal/ledger/stmt. size)	Sheets: 550
Adjustable up to 11 x 17 / 500 sheet(s)	paper drawer 550 sheets (letter/legal/ledger/stmt. size)	Sheets: 550
LCT 8.5 x 11 / 1,000 sheet(s)	(2) paper drawer 550 sheets (letter/legal/ledger/stmt. size)	Sheets: 1100
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	#NA	$NA
Scans in a Searchable PDF file format:	#NA	$NA
Faxing (analog):	#BP-FX11	$240
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 250-sheets; Min: stapling 50-sheets and 3 positions	# BP-FN13 **Meets requirements?** ☒ Yes ☐ No	$720
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN15+MX-PN15B **Meets requirements?** ☐ Yes ☐ No	$1,128

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3. Minimum Speed 55PPM: Copier/MFD - 55PPM Color Segment

a. Required Equipment

Make/Model:	Sharp BP-50C55	
Purchase Price:	$ 3,042.80	
Device Speed:	55 PPM B/W	
Device Speed:	55 PPM Color	
Scanner Speed:	80 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	100-sheet (or 20 envelope) bypass tray	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	Paper Drawer 550 sheets (letter/legal/ledger/stmt)	Sheets: 550
Adjustable up to 11 x 17 / 500 sheet(s)	Paper Drawer 550 sheets (letter/legal/ledger/stmt)	Sheets: 550
LCT 8.5 x 11 / 1,000 sheet(s)	(2) paper drawer 550 sheets (letter/legal/ledger/stmt. size)	Sheets: 2100
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	#NA	$NA
Scans in a Searchable PDF file format:	#Inc	$Inc
Faxing (analog):	#BP-FX11	$240
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	# BP-LC10 Sheets: 3000	$398.40
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1000-sheets; Min: stapling 50-sheets and 3 positions	# BP-FN13 **Meets requirements?** ☒ Yes ☐ No	$720
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN15+MX-PN15B **Meets requirements?** ☒ Yes ☐ No	$1,128
Option 3: External: 2-Tray Stacker with Stapling, 3-hole punch, and Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN16+MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$1,982.40

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4. Minimum Speed 65PPM: Copier/MFD - 65PPM Color Segment

a. Required Equipment

Make/Model:	Sharp BP-50C65	
Purchase Price:	$ 3,447.60	
Device Speed:	65 PPM B/W	
Device Speed:	65 PPM Color	
Scanner Speed:	80 IPM	
NEMA ID:	NEMA 5-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	100-sheet (or 20 envelope) bypass tray	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	550 sheets (letter/legal/ledger/stement/12" x 18")	Sheets: 550
Adjustable **up to 12 x 18** / 500 sheet(s)	550 sheets (letter/legal/ledger/stement/12" x 18")	Sheets: 550
LCT 8.5 x 11 / 1,000 sheet(s)	1100 sheets (letter/legal/ledger/stement/12 " x 18")	Sheets: 1100
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	#Inc	$Inc
Scans in a Searchable PDF file format:	#Inc	$Inc
Faxing (analog):	#BP-FX11	$240
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	# BP-LC10 Sheets: 3000	$398.40
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1000-sheets; Min: stapling 50-sheets and 3 positions	# BP-FN13 **Meets requirements?** ☒ Yes ☐ No	$720
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN15+MX-PN15B **Meets requirements?** ☒ Yes ☐ No	$1,128
Option 3: External: 2-Tray Stacker with Stapling, 3-hole punch, and Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# BP-FN16+MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$1,982.40

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5. Minimum Speed 75PPM: Copier/MFD - 75PPM Color Segment

a. Required Equipment

Make/Model:	Sharp MX-8081	
Purchase Price:	$7,011.40	
Device Speed:	80 PPM B/W	
Device Speed:	80 PPM Color	
Scanner Speed:	240 IPM	
NEMA ID:	NEMA 6-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	100 sheets (letter/legal/ledger/statement/monarch or COM10 envelopes/12" x 18")	Sheets: 100
Adjustable up to 11 x 17 / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
Adjustable **up to 12 x 18** / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
LCT 8.5 x 11 / 1,000 sheet(s)	Tandem Tray 1- 1200 sheets (letter size), Tandem Tray 2 - 800 Sheets (letter size)	Sheets: 2000
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	#Inc	$Inc
Scans in a Searchable PDF file format:	#Inc	$Inc
Faxing (analog):	#MX-FX15	$227.52
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	# MX-LC12 Sheets: 3500	$456
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1000-sheets; Min: stapling 50-sheets and 3 positions	#Inc **Meets requirements?** ☒ Yes ☐ No	$Inc
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$177.60
Option 3: External: 2-Tray Stacker with Stapling, 3-hole punch, and Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-FN35+MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$988.80

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III. Hardware Segments: B/W Production Copier/MFD: Copy/Print/Scan

A. Minimum Requirements for the B/W Production Copier/MFD Segments

1. Production Copier/MFD - 110 PPM B/W
2. Production Copier/MFD - 120 PPM B/W

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	**Must have minimum copy/print DPI of 1200 x 600 dpi**
Accepted Paper Types	• **Paper Weight –** 300 gsm, duplex • **Recycled Paper** up to and including 100% Post-Consumer Waste (PCW) paper
Duplexing	Min paper size: 8.5 x 11 Max paper size: 12 x 18
Network Printing	
For devices with finishing options	Print driver functionality must allow the user to select all finishing options as applicable based on the configuration of the device.
Scanning	
	Color Scanning
Scanner output/destination	• Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	• PDF • JPEG
Scanner Resolution:	• minimum Scan DPI of 1200 x 600 dpi
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 11 x 17 Document feed capacity minimum of 200-sheets

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1. Minimum Speed 110PPM: Production Copier/MFD - 110PPM B/W Segment

a. Required Equipment

Make/Model:	Sharp MX-M1206	
Purchase Price:	$12,275.40	
Device Speed:	120 PPM B/W	
Scanner Speed:	240 IPM	
Name/Description of Standard Controller:	Standard Copier Controller	
NEMA ID:	NEMA 6-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Adjustable up to 12 x 18 / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
Adjustable up to 12 x 18 / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
LCT 8.5 x 11 – 12 x 18 / 1,000 sheet(s)	5000 sheet large capacity 2 drawer air feed tray	Sheets: 2500
LCT 8.5 x 11 – 12 x 18 / 1,000 sheet(s)	5000 sheet large capacity 2 drawer air feed tray	Sheets: 2500
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Enhanced Controller Option: (please provide the net cost difference between this enhanced controller and the basic or standard controller you included in the required equipment).	MX-PE16+MX-PX16	$4,920
Scanner upgrade to Single Pass Duplex Scanning:	#Inc	$Inc
Color Scanning:	#Inc	$Inc
Scans in a Searchable PDF file format:	#Inc	$Inc
Optional: By-Pass Tray 250-sheets	# MX-MF11 Sheets: 500	$456
High-Capacity Feeder (8.5 x 11): Minimum of 3,000 Sheets	# MX-LC12 Sheets: 3500	$456
High-Capacity Feeder (12 x 18): Minimum of 3,000 Sheets	# MX-LC13N Sheets: 5000	$2,249.28
Option 1: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions:	# MX-FN21+MX-PN13B **Meets requirements?** ☒ Yes ☐ No	$379.20

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Min: 3-hole punch with 2-positions		
Option 2: External: 2-Tray Stacker with Stapling, 3-hole punch, and saddle stitch Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-FN22+MX-PB13B **Meets requirements?** ☒ Yes ☐ No	$1,492.80
Interleaving	#Inc	$Inc
Post Sheet Insertion	#MX-CF11	$1483.20

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2. Minimum Speed 120PPM: Production Copier/MFD - 120PPM B/W Segment

a. Required Equipment

Make/Model:	Sharp MX-M1206	
Purchase Price:	$12,275.40	
Device Speed:	120 PPM B/W	
Scanner Speed:	240 IPM	
Name/Description of Standard Controller:	Standard Copier Controller	
NEMA ID:	NEMA 6-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Adjustable up to 12 x 18 / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
Adjustable up to 12 x 18 / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
LCT 8.5 x 11 – 12 x 18 / 1,000 sheet(s)	5000 sheet large capacity 2 drawer air feed tray	Sheets: 2500
LCT 8.5 x 11 – 12 x 18 / 1,000 sheet(s)	5000 sheet large capacity 2 drawer air feed tray	Sheets: 2500
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Enhanced Controller Option: (please provide the net cost difference between this enhanced controller and the basic or standard controller you included in the required equipment).	MX-PE16+MX-PX16	$4920
Scanner upgrade to Single Pass Duplex Scanning:	#Inc	$Inc
Color Scanning:	#Inc	$Inc
Scans in a Searchable PDF file format:	#Inc	$Inc
Optional: By-Pass Tray 250-sheets	# MX-MF11 Sheets: 500	$456
High-Capacity Feeder (8.5 x 11): Minimum of 3,000 Sheets	# MX-LC12 Sheets: 5000	$456
High-Capacity Feeder (12 x 18): Minimum of 3,000 Sheets	# MX-LC13N Sheets: 5000	$2,249.28
Option 1: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-FN21+MX-PN13B **Meets requirements?** ☒ Yes ☐ No	$379.20

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Option 2: External: 2-Tray Stacker with Stapling, 3-hole punch, and saddle stitch Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-FN22+MX-PN13B **Meets requirements?** ☒ Yes ☐ No	$1,492.80
Interleaving	#Inc	$Inc
Post Sheet Insertion	#MX-CF11	$1483.20

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IV. Hardware Segments: Color Production Copier/MFD: Copy/Print/Scan

A. Minimum Requirements for the Color Production Copier/MFD Segments

1. Production Copier/MFD - 75 PPM Color

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	**Must have minimum copy/print DPI of 1200 x 600 dpi**
Accepted Paper Types	• **Paper Weight –** 300 gsm, duplex • **Recycled Paper** up to and including 100% Post-Consumer Waste (PCW) paper • **Registration:** 0.5mm front-to-back; 0.25mm sheet-to-sheet. If not, describe the tolerances will you commit to for the contract period in the Information section. • Color calibration and balancing using Pantone Matching System is mandatory. **Vendor** guarantees color matching and balancing using the hardware/software proposed for the length of the contract period. Management of color calibration and balancing is assumed to be the responsibility of the **vendor**. If otherwise, please describe in the Information section.
Duplexing	Min paper size: 8.5 x 11 Max paper size: 12 x 18
Network Printing	
For devices with finishing options	Print driver functionality must allow the user to select all finishing options as applicable based on the configuration of the device.
Scanning	
	Color Scanning
Scanner output/destination	• Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	• PDF • JPEG
Scanner Resolution:	• minimum Scan DPI of 1200 x 600 dpi
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 11 x 17 Document feed capacity minimum of 200-sheets

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1. Minimum Speed 75PPM: Production Copier/MFD - 75PPM Color Segment

a. Required Equipment

Make/Model:	Sharp MX-8081	
Purchase Price:	$ 7,889.45	
Device Speed:	80 PPM B/W	
Device Speed:	80 PPM Color	
Scanner Speed:	240 IPM	
Name/Description of Standard Controller:	Standard Sharp Controller	
NEMA ID:	NEMA 6-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Adjustable up to 12 x 18 / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
Adjustable up to 12 x 18 / 500 sheet(s)	500 sheets (letter/legal/ledger/statement/12" x 18")	Sheets: 500
LCT 8.5 x 11- 12 x 18 / 1,500 sheet(s)	Large Capacity 2 Drawer Air Feed Tray (Letter, Legal, Ledger, 12x18)	Sheets: 5000
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Enhanced Controller Option: (please provide the net cost difference between this enhanced controller and the basic or standard controller you included in the required equipment).	MX-PE15+MX-PX15	$ 2,509.44
Scanner upgrade to Single Pass Duplex Scanning:	#Inc	$Inc
Optional: By-Pass Tray 250-sheets	# MX-MF11 Sheets: 500	$455.04
High-Capacity Feeder (8.5 x 11): Minimum of 3,000 Sheets	# MX-MF12 Sheets: 3500	$456
High-Capacity Feeder (12 x 18): Minimum of 3,000 Sheets	# MX-LC13N Sheets: 5000	$2,560.32
Option 1: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$177.60
Option 2: External: 2-Tray Stacker with Stapling, 3-hole punch, and saddle stitch Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# MX-FN35+MX-PN16B **Meets requirements?** ☒ Yes ☐ No	$988.80
Interleaving	#Inc	$Inc
Post Sheet Insertion	#MX-CF11	$1,483.20

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V. Hardware Segments: MFP (Multi-Function Printer) (Laser)

A. Minimum Requirements for the MFP Laser Segments

1. MFP - 30PPM B/W (Laser)
2. MFP - 30PPM B/W (Laser) – Option: Compatible with Usage Tracking Software
3. MFP - 30PPM Color (Laser)
4. MFP - 30PPM Color (Laser) – Option: Compatible with Usage Tracking Software
5. MFP - 50PPM B/W (Laser)
6. MFP - 50PPM B/W (Laser) – Option: Compatible with Usage Tracking Software
7. MFP - 50PPM Color (Laser)
8. MFP - 50PPM Color (Laser) – Option: Compatible with Usage Tracking Software

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	**Must have minimum copy/print DPI of 600 x 600 dpi**
Accepted Paper Types	• **Address Labels** (from By-Pass Tray) • **Envelopes** (from the By-Pass Tray) • **Recycled Paper** up to and including 100% Post-Consumer Waste (PCW) paper
Duplexing	Min paper size: 8.5 x 11 Max paper size: 8.5 x 14
Network Printing	
Driver(s)	Current drivers for the proposed devices: PCL Version: **5e or 6** PostScript Level 3 Print Driver
Additional Controller Requirements	Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely without additional software.
Scanning	
	Color Scanning
Scanner output/destination	• Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	• PDF • JPEG
Scanner Resolution:	• minimum Scan DPI of 600 x 600 dpi
AD and LDAP	All devices must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 8.5 x 14 Document feed capacity minimum of 50-sheets

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1. Minimum Speed 30PPM: MFP – 30PPM B/W (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-B427W	
Purchase Price:	$ 472.50	
Device Speed:	42 PPM B/W	
Scanner Speed:	96 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 250 sheet(s)	Paper drawer 250 sheets	Sheets: 250
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	# MX-CS26 Sheets: 550	$117
Additional Dedicated Envelope Tray	#Inc Sheets: 100	$Inc
Faxing (Analog)	#Inc	$Inc
Stand	#35S8502	$320

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2. Minimum Speed 30PPM: Software Compatible MFP – 30PPM B/W (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-B427W	
Purchase Price:	$ 472.50	
Device Speed:	42 PPM B/W	
Scanner Speed:	96 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 250 sheet(s)	Paper drawer 250 sheets	Sheets: 250
Additional Included Source (if applicable)	_____	Sheets: _____
Must have a touch screen interface.	☒ Yes ☐ No	
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	# MX-CS26 Sheets: 550	$117
Additional Dedicated Envelope Tray	#Inc Sheets: 100	$Inc
Faxing (Analog)	#Inc	$Inc
Stand	#35S8502	$320

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3. Minimum Speed 30PPM: MFP - 30PPM Color (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-C407F	
Purchase Price:	$ 1,286.40	
Device Speed:	40 PPM B/W	
Device Speed:	40 PPM Color	
Scanner Speed:	60 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 250 sheet(s)	550-sheet paper drawer	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	# MX-CS17 Sheets: 550	$214.50
Additional Dedicated Envelope Tray	#Inc Sheets: 100	$Inc
Faxing (Analog)	#Inc	$Inc
Stand	#40C2300	$320

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4. Minimum Speed 30PPM: Software Compatible MFP - 30PPM Color (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-C407F	
Purchase Price:	$ 1,286.40	
Device Speed:	40 PPM B/W	
Device Speed:	40 PPM Color	
Scanner Speed:	60 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 250 sheet(s)	550-sheet paper drawer	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Must have a touch screen interface.	☐ Yes ☐ No _____	
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	# MX-CS17 Sheets: 550	$214.50
Additional Dedicated Envelope Tray	#Inc Sheets: 100	$Inc
Faxing (Analog)	#Inc	$Inc
Stand	#40C2300	$320

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5. Minimum Speed 50PPM: MFP - 50PPM B/W (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-B557F	
Purchase Price:	$ 2,376	
Device Speed:	55 PPM B/W	
Scanner Speed:	150 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 500 sheet(s)	550-sheet paper drawer	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	#MX-CS22 Sheets: 550	$195
Additional Dedicated Envelope Tray	#Inc Sheets: 100	$Inc
Faxing (Analog)	#Inc	$Inc
Stand	#50G0855	$400

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6. Minimum Speed 50PPM: Software Compatible MFP - 50PPM B/W (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-B557F	
Purchase Price:	$ 2,376	
Device Speed:	55 PPM B/W	
Scanner Speed:	150 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 500 sheet(s)	550-sheet paper drawer	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Must have a touch screen interface.	☒ Yes ☐ No	
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	#MX-CS22 Sheets: 550	$195
Additional Dedicated Envelope Tray	#Inc Sheets: 100	$Inc
Faxing (Analog)	#Inc	$Inc
Stand	#50G0855	$400

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7. Minimum Speed 50PPM: MFP - 50PPM Color (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-C507F	
Purchase Price:	$ 2,210	
Device Speed:	50 PPM B/W	
Device Speed:	50 PPM Color	
Scanner Speed:	60 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 500 sheet(s)	550-sheet paper drawer	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	#MX-CS17 Sheets: 550	$214.50
Additional Dedicated Envelope Tray	#Inc Sheets: 100	$Inc
Faxing (Analog)	#Inc	$Inc
Stand	#40C2300	$320

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8. Minimum Speed 50PPM: Software Compatible MFP - 50PPM Color (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-C507F	
Purchase Price:	$ 2,210	
Device Speed:	50 PPM B/W	
Device Speed:	50 PPM Color	
Scanner Speed:	60 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 500 sheet(s)	550-sheet paper drawer	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Must have a touch screen interface.	☒ Yes ☐ No	
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	#MX-CS17 Sheets: 550	$214.50
Additional Dedicated Envelope Tray	#Inc Sheets: 100	$Inc
Faxing (Analog)	#Inc	$Inc
Stand	#40C2300	$320

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VI. Hardware Segments: Laser Printer

A. Minimum Requirements for the Laser Printer Segments

1. Printer - 30PPM B/W (Laser)
2. Printer - 30PPM Color (Laser)
3. Printer - 50PPM B/W (Laser)
4. Printer - 50PPM Color (Laser)

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	**Must have minimum copy/print DPI of 600 x 600 dpi**
Accepted Paper Types	• **Address Labels** (from By-Pass Tray) • **Envelopes** (from the By-Pass Tray) • **Recycled Paper** up to and including 100% Post-Consumer Waste (PCW) paper
Duplexing	Min paper size: 8.5 x 11 Max paper size: 8.5 x 14
Network Printing	
Driver(s)	Current drivers for the proposed devices: PCL Version: **5e or 6** PostScript Level 3 Print Driver

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1. Minimum Speed 30PPM: Printer - 30PPM B/W (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-B427PW	
Purchase Price:	$ 225.60	
Device Speed:	42 PPM B/W	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	TI	Sheets: 100
Adjustable up to 8.5 x 14 / 250 sheet(s)	550-sheet tray	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	#MX-CS26 Sheets: 550	$117

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2. Minimum Speed 30PPM: Printer - 30PPM Color (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-C407F	
Purchase Price:	$ 1,286.40	
Device Speed:	40 PPM B/W	
Device Speed:	40 PPM Color	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-Sheet Bypass Tray	Sheets: 100
Adjustable up to 8.5 x 14 / 250 sheet(s)	550-Sheet Paper Drawer	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	#MX-CS17 Sheets: 550	$214.50

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3. Minimum Speed 50PPM: Printer - 50PPM B/W (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-B557P	
Purchase Price:	$ 748.80	
Device Speed:	55 PPM B/W	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 500 sheet(s)	550-sheet tray	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	#MX-CS23 Sheets: 550	$199.88

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4. Minimum Speed 50PPM: Printer - 50PPM Color (Laser) Segment

a. Required Equipment

Make/Model:	Sharp MX-C607P	
Purchase Price:	$ 1,137.60	
Device Speed:	60 PPM B/W	
Device Speed:	60 PPM Color	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	100-sheet bypass tray	Sheets: 100
Adjustable up to 8.5 x 14 / 500 sheet(s)	550-sheet tray	Sheets: 550
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	**Manufacturer Part #**	**Additional Purchase Price** (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	#MX-CS16 Sheets: 550	$214.50

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ATTACHMENT E
BUSINESS ASSOCIATE TERMS AND CONDITIONS

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below, shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it may exist now or be hereafter amended.
2. It is agreed by both parties that Contractor is a Business Associate of County for the purposes of this Agreement.
3. It is understood by both parties that the HIPAA Security and Privacy Rules apply to the Contractor in the same manner as they apply to the covered entity (County). Contractor shall therefore at all times be in compliance with the applicable provisions of both the Privacy and the Security Rules as are described in Sections B.4 and B.5. below, and is responsible for complying with the issued regulations for said rules, as they currently exist or are hereafter amended, for purposes of safeguarding any Protected Health Information (PHI) used or generated by Contractor consistent with the terms of this agreement.
4. It is understood by both parties that the Privacy Rule does not pre-empt any state statutes, rules or regulations that impose more stringent requirements with respect to confidentiality of PHI.
5. County wishes to disclose certain information to Contractor pursuant to the terms of this Agreement, some of which may constitute PHI as defined in Section B.6. below.
6. County and Contractor intend to protect the privacy and provide for the security of PHI disclosed to the Contractor pursuant to this Agreement, in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services as they may now exist or be hereafter amended.

B. DEFINITIONS

1. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information.
   a) For purposes of this definition, compromises the security or privacy of the Protected Health Information means poses a significant risk of financial, reputational, or other harm to the Individual.
   b) A use or disclosure of Protected Health Information that does not include the identifiers listed at §164.514 (e) (2), date of birth, and zip code does not compromise the security or privacy of protected health information
   c) Breach excludes:
      i. Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted

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under the Privacy Rule.

ii. Any inadvertent disclosure by a person who is authorized to access Protected Health Information at a covered entity or business associate to another person authorized to access Protected Health Information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.

iii. A disclosure of Protected Health Information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
3. "Individual" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C."
6. "Protected Health Information" or "PHI" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.
7. "Required by Law" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.103.
8. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
9. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

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4. Contractor agrees to report to County within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which Contractor becomes aware.
5. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from County, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR Section 164.524.
7. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR Section 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.
8. Contractor agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County, available to County and the Secretary, in a time and manner as determined by County, or as designated by the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
9. Contractor agrees to document any disclosures of PHI and to make information related to such disclosures available as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
10. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with this Agreement, in order to permit County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
11. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Section B.1.c. above.

D. SECURITY RULE

1. Security. Contractor shall establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. Contractor shall follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of PHI.
2. Agents and Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI, agrees to implement reasonable and appropriate safeguards to protect the PHI.
3. Security Incidents. Contractor shall report any "security incident" of which it becomes aware to County. For purposes of this agreement, a security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference

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with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured Protected Health Information, Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official, pursuant to 45 CFR 164.412.
2. A Breach shall be treated as discovered by Contractor as of the first day on which the Breach is known to the Contractor, or by exercising reasonable diligence, would have been known to Contractor.
3. Contractor shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of the Contractor, as determined by federal common law of agency.
4. Contractor shall provide the notification of the Breach without unreasonable delay, and in no case later than five (5) business days after a Breach.
5. Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification. Thereafter, Contractor shall provide written notification containing the contents stated below, within five (5) business days. Contractor shall be required to provide any other information relevant to the Breach in writing, as soon as discovered, or as soon as the information is available.
6. Contractor's notification shall include, to the extent possible:
   a) The identification of each Individual whose unsecured protected health information has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach,
   b) Any other information that County is required to include in the notification to Individual it must provide pursuant to 45 CFR §164.404 (c), at the time Contractor is required to notify County, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
      i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
      ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
      iii. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
      iv. A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

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v. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

7. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404 if it is reasonable to do so under the circumstances, at the sole discretion of the County.
8. In the event that Contractor is responsible for, or suffers a Breach of Unsecured Protected Health Information, in violation of the Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County as required by the Breach Notification regulations, or in the alternative, that the use or disclosure did not constitute a Breach as defined in 45 CFR § 164.402.
9. Contractor shall maintain documentation of all required notifications required pursuant to this Agreement in the event of an impermissible use or disclosure of Unsecured Protected Health Information, or its risk assessment of the application of an exception to demonstrate that the notification was not required.
10. Contractor shall provide to County all specific and pertinent information about the Breach to permit County to meet its notification obligations under the HITECH Act, as soon as practicable, but in no event later than fifteen (15) calendar days after reporting the initial Breach to the County.
11. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of fifteen (15) calendar days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.
12. Contractor shall bear all expense or other costs associated with the Breach, and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by County or the minimum necessary policies and procedures of County.

G. OBLIGATIONS OF COUNTY

1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Contractor' use or disclosure of PHI.
2. County shall notify Contractor of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Contractor's use or disclosure

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of PHI.

3. County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.
4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Notwithstanding the Termination provisions set forth in this Agreement, the Agreement shall only terminate when all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or if infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
2. In addition to the rights and remedies provided in the Termination paragraph of this Agreement, upon County's knowledge of a material breach by Contractor of the requirements of this Paragraph, County shall either:
   a) Provide an opportunity for Contractor to cure the material breach or end the violation and terminate this Agreement if Contractor does not cure the material breach or end the violation within thirty (30) business days; or
   b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or if neither termination nor cure is feasible, County shall report the violation to the Secretary of the Department of Health and Human Services.
3. Upon termination of this Agreement, all PHI provided by County to Contractor, or created or received by Contractor on behalf of County, shall either be destroyed or returned to County as provided in the Termination paragraph of this Agreement, and in conformity with the Privacy Rule.
   a) This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor.
   b) Contractor shall retain no copies of the PHI.
   c) In the event that Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

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ATTACHMENT F
CERTIFICATION FOR DATA REMOVAL

Contractor certifies that:

1. Contractor has permanently removed all stored data from the hard drives and Cache memory from copier prior to:
    a. Transfer or sale of returned Copier from County,
    b. Trade-in on replacement equipment,
    c. Scrapping,
    d. Donation, and/or
    e. Destruction

2. The procedures associated with permanently removing all stored data from the hard drives and Cache memory that resides within Copiers is in compliance with *NIST Special Publication 800-88 Revision 1* and *Department of Defense (DoD) 5220.22 – Guidelines for Media Sanitization.*

Copier Model Number: _____

Copier Serial Number: _____

Name (please print): _____

Signature: _____ Date: _____

Department: _____ Phone No: _____

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ATTACHMENT G
MIGRATION/TRANSITION PLAN

1. Migration/Transition Plan

It is the user department's responsibility to coordinate and develop a detailed work plan with the existing and new Contractors. The plan will outline activities and technical components of a smooth transition/move with the least amount of equipment down time including but not limited to the following:

1.1. County Responsibilities:

1.1.1. User department shall provide thirty (30) days' notice to existing Contractor of its intent to terminate existing contract to switch to a new Contractor.

1.1.2. User department shall inform new Contractor of its intent to use their equipment and services.

1.1.3. User department shall coordinate with existing Contractor for hard drive removal (if applicable) or to erase any remaining data saved in the copier to be removed.

1.1.4. User department shall coordinate with new Contractor and develop a schedule for new copier drop off and set up.

1.1.5. User department shall provide any operational considerations, coordinate with new Contractor to define processes needed for the set up and installation of new copiers.

1.1.6. User department shall coordinate network connectivity efforts with County IT staff for the set-up and installation of copiers.

1.1.7. User department shall coordinate with New Contractor on new copier/equipment demo and training.

1.1.8. County shall coordinate and provide any other transition services as necessary.

1.2. Contractor Responsibilities (Existing and/or New Contractor):

1.2.1. Existing Contractor shall work with user department in the removal of existing copiers, copier hard drive (if applicable) and/or erase any existing data inside the copier upon receipt of notice of intent to terminate contract**.**

1.2.2. New Contractor shall work with appropriate IT, Procurement and/or department personnel to assess user department needs and coordinate a migration/transition schedule (as applicable).

1.2.3. New Contractor shall deliver, install and ensure equipment is according to user department specifications.

1.2.4. New Contractor shall provide equipment training (copier features/functionalities; meter reading, etc.) based on building sites and department requests.

1.2.5. Existing and/or New Contractor shall coordinate and provide any other transition services as necessary.

1.2.6. Contractor shall advise County of any and all specialized installation and environmental County site requirements, prior to order acceptance, delivery and installation of copier equipment as necessary.

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ATTACHMENT H
EQUIPMENT LEASE AGREEMENT

Agenda Item

Orange City Council

Item #: 10.2. 12/9/2025 **File #:** 25-0653

TO: **Honorable Mayor and Members of the City Council**

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Adopt Resolution No. 11647 or Resolution No. 11648 regarding the City's Safe and Sane Fireworks Program.

2. SUMMARY

On February 11, 2025, the Orange City Council adopted Resolution No. 11597 establishing the fees, rules, regulations, and lottery process for the City's Safe and Sane Fireworks program. On November 12, 2025, the City Council considered potential changes to Resolution No. 11597. Staff are presenting two resolutions for the City Council's consideration.

3. RECOMMENDED ACTION

Adopt Resolution No. 11647 A Resolution of the City Council of the City of Orange, California, rescinding and replacing Resolution No. 11597 regarding the application and lottery process to sell "Safe and Sane" fireworks pursuant to Orange Municipal Code Chapter 8.13.

OR

Adopt Resolution No. 11648 A Resolution of the City Council of the City of Orange, California, rescinding and replacing Resolution No. 11597 regarding the application and lottery process to sell "Safe and Sane" fireworks pursuant to Orange Municipal Code Chapter 8.13.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services.
Goal 2: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

On February 11, 2025, the Orange City Council adopted Resolution No. 11597, adopting the following Safe and Sane Fireworks program processes:

- The fee calculation process pursuant to California Health and Safety Code Section 12635.5.
- The application and lottery process to receive a Safe and Sane Fireworks permit.
- The maximum number of permits that may be issued each year.
- The local high schools that automatically receive a permit.

- The rules regarding affiliated organizations; and
- Insurance and indemnity requirements.

On November 12, 2025, the City Council considered possible modifications to Resolution No. 11597, including

- Reducing the maximum number of permits to eight.
- Moving the application process back to January with the lottery and selection process occurring in February or March.
- Removing the “affiliated organization” prohibition for groups applying to enter the Safe and Sane Fireworks permit lottery.
- Extending the permit timeframe to two years; and/or
- Prohibiting Qualified Organizations from participating in the immediate lottery process after having secured a Safe and Sane Fireworks permit.

After discussing the five options, the City Council directed staff to:

- Keep the maximum number of permits at 12.
- Move the application process back to January with the lottery occurring in February or March.
- Draft sample language for 1) extending the permit duration to two years; and 2) prohibiting qualified organizations from participating in the immediate lottery process after having secured a Safe and Sane Fireworks permit; and
- Keep the “affiliated organization” language.

Attached are two resolutions. Resolution No. 11647 only moves the application period from March to January. Resolution No. 11648 includes a change to the application timeframe as well as language regarding the permit duration and removal from the lottery after having received a permit.

Staff recommends the City Council adopt Resolution No. 11647 **or** Resolution No. 11648.

7. ATTACHMENTS

- Resolution No. 11647
- Resolution No. 11647 - Redline
- Resolution No. 11648
- Resolution No. 11648 - Redline

Agenda Item

Orange City Council

Item #: 10.2. 12/9/2025 **File #:** 25-0653

TO: **Honorable Mayor and Members of the City Council**

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Adopt Resolution No. 11647 or Resolution No. 11648 regarding the City's Safe and Sane Fireworks Program.

2. SUMMARY

On February 11, 2025, the Orange City Council adopted Resolution No. 11597 establishing the fees, rules, regulations, and lottery process for the City's Safe and Sane Fireworks program. On November 12, 2025, the City Council considered potential changes to Resolution No. 11597. Staff are presenting two resolutions for the City Council's consideration.

3. RECOMMENDED ACTION

Adopt Resolution No. 11647 A Resolution of the City Council of the City of Orange, California, rescinding and replacing Resolution No. 11597 regarding the application and lottery process to sell "Safe and Sane" fireworks pursuant to Orange Municipal Code Chapter 8.13.

OR

Adopt Resolution No. 11648 A Resolution of the City Council of the City of Orange, California, rescinding and replacing Resolution No. 11597 regarding the application and lottery process to sell "Safe and Sane" fireworks pursuant to Orange Municipal Code Chapter 8.13.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services.
Goal 2: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

On February 11, 2025, the Orange City Council adopted Resolution No. 11597, adopting the following Safe and Sane Fireworks program processes:

- The fee calculation process pursuant to California Health and Safety Code Section 12635.5.
- The application and lottery process to receive a Safe and Sane Fireworks permit.
- The maximum number of permits that may be issued each year.
- The local high schools that automatically receive a permit.

- The rules regarding affiliated organizations; and
- Insurance and indemnity requirements.

On November 12, 2025, the City Council considered possible modifications to Resolution No. 11597, including

- Reducing the maximum number of permits to eight.
- Moving the application process back to January with the lottery and selection process occurring in February or March.
- Removing the “affiliated organization” prohibition for groups applying to enter the Safe and Sane Fireworks permit lottery.
- Extending the permit timeframe to two years; and/or
- Prohibiting Qualified Organizations from participating in the immediate lottery process after having secured a Safe and Sane Fireworks permit.

After discussing the five options, the City Council directed staff to:

- Keep the maximum number of permits at 12.
- Move the application process back to January with the lottery occurring in February or March.
- Draft sample language for 1) extending the permit duration to two years; and 2) prohibiting qualified organizations from participating in the immediate lottery process after having secured a Safe and Sane Fireworks permit; and
- Keep the “affiliated organization” language.

Attached are two resolutions. Resolution No. 11647 only moves the application period from March to January. Resolution No. 11648 includes a change to the application timeframe as well as language regarding the permit duration and removal from the lottery after having received a permit.

Staff recommends the City Council adopt Resolution No. 11647 **or** Resolution No. 11648.

7. ATTACHMENTS

- Resolution No. 11647 - Clean
- Resolution No. 11647 - Redline
- Resolution No. 11648 - Clean
- Resolution No. 11648 - Redline

RESOLUTION NO. 11647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 11597REGARDING THE APPLICATION AND LOTTERY PROCESS TO SELL "SAFE AND SANE" FIREWORKS PURSUANT TO ORANGE MUNICIPAL CODE CHAPTER 8.13.

WHEREAS, City of Orange voters approved Ordinance No. 10-24 allowing for the use, possession and discharge of "safe and sane" fireworks; and

WHEREAS, Ordinance No. 10-24 repealed and replaced the then-existing Orange Municipal Code Chapter 8.13; and

WHEREAS, Orange Municipal Code Chapter 8.13, as established by Ordinance No. 10-24, provides that the City shall permit the sale, possession and discharge of "safe and sane" fireworks for private display within the City, in accordance with rules and regulations adopted by ordinance or resolution of the City Council, relating to the following: who may sell fireworks, the time periods in which they may be sold and discharged, the location where they may be discharged and the manner in which they may be discharged, stored, disposed of etc., Permits which may be required relating to fireworks, and similar provisions to protect the public health, safety, and welfare; and

WHEREAS, the City Council desires to adopt this Resolution to rescind and replace Resolution No. 11597 and reestablish rules and regulations to sell Safe and Sane Fireworks.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1:

Resolution No. 11597 is hereby rescinded and replaced upon the effective date of this resolution.

SECTION 2:

The City Manager is hereby authorized to implement this resolution pursuant to Orange Municipal Code Chapter 8.13.

SECTION 3:

The maximum number of Permits issued to Qualified Organizations, shall be 12 Permits per year.

A. Four of the maximum number of Permits shall be for Orange High School, El Modena High School, Richland Continuation High School, and Orange Lutheran High School. The Permit for each high school shall incorporate all of the high school sports teams, affiliated civic groups, student groups, booster clubs, other school organizations, etc. Each high school shall be responsible for how the Permit is administered and utilized. None of the aforementioned high schools are required to complete an application for the lottery since each high school will automatically receive a Permit to sell Safe and Sane Fireworks. In the event that any of the four high schools elects to not participate in the sale of Safe and Sane Fireworks, then the Permit will be included as an additional lottery Permit available to qualified organizations.

B. All other Qualified Organizations interested in receiving a Permit must file applications with the City Manager's Office or its designee beginning the first business day of January , continuing up to 5:30 p.m. on the last business day in Januaryof the same year, at which time the filing period for that year will be closed.

C. In drawing from the pool of Qualified Organizations that submitted completed applications, the City Manager's Office or its designee shall conduct a lottery during a City Council meeting using some means of random selection. The first 8 applicants to be randomly selected shall be granted a Permit upon completion of all Permit application requirements. An additional number of applicants shall be randomly selected in the event that one or more of the initial 8 applicants fails to obtain a Permit. Additional applicants shall be considered for a Permit in the order they were drawn.

D. In addition to the requirements of Orange Municipal Code Chapter 8.13, Qualified Organizations must be organized primarily for veterans, patriotic, welfare, civic betterment, religious, athletic, educational, youth development or charitable purposes; must have their principal and permanent meeting place within the City; provide direct and regular community services and benefits to the residents of the City; and have bona fide members who either reside in the City, are employed in the City, or are owners or operators of a business or other establishment located in the City.

E. Qualified Organizations may only submit one application to be included in the lottery for a Safe and Sane Fireworks Permit. If more than one application is submitted on behalf of any nonprofit organization or educational institution, including from their respective affiliated organizations, the City shall disregard one or all of the applications at its sole discretion. Any attempt to transfer an application shall void that application and may preclude an applicant from participating in the lottery in future years.

F. On forms and applications provided by the City, Qualified Organizations shall provide:

    a. The proposed location of the fireworks stand.

b. The name, address and 24-hour telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period fireworks are sold, displayed, or stored at such location.

c. Written permission from the owner of record and/or lessor and/or management company of the property upon which said fireworks stand is proposed to be located.

d. Proof of the applicant' s status as a Qualified Organization.

e. Date when the applicant was organized and established.

f. The names and addresses of the officers, if any, of the applicant.

g. The name, address, and California State Fire Marshal's license number of any wholesaler or distributor from whom the Qualified Organization proposes to purchase for resale.

h. The manner, method, and times regarding how the applicant proposes to sell Safe and Sane Fireworks.

i. A copy of the requisite retail sales Permit issued by the Office of the California State Fire Marshal.

j. Copy of a City of Orange business license.

k. Evidence of a temporary sales tax Permit from the California State Board of Equalization.

This shall be not be construed as to limit the City from requesting additional information to effectuate the intent and purposes of this Resolution and Orange Municipal Code Chapter 8.13.

SECTION 4:

Permittees shall provide certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's rating of no less than an A.

A. General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The City of Orange its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement.

B. Any deductibles, self-insured retentions, or similar forms of coverage limitations or modifications must be declared to and approved by the City.

C. Permittee shall include all sub-Permittees or subcontractors, if any, as insured under its policies or shall furnish separate certificates and endorsements for each sub-Permittees or subcontractors. All coverage for sub-Permittees shall be subject to all of the requirements stated herein.

SECTION 5:

Permittees agree, as a condition of receiving a Permit, to protect, defend, indemnify, and hold harmless, the City, the City Council, the City's officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands, and defense costs, however caused, resulting from death or injury and/or damage to property, arising directly or indirectly out of the obligations or operations undertaken by Permittee by virtue of the Permit issuance, caused in whole or in part by any act or omission of the Permittee, any subcontractors, anyone directly or indirectly employed, volunteers, or anyone for whose acts any of them may be liable, including but not limited to, concurrent active negligence, except where caused by the sole active negligence or willful misconduct of the City.

In the event of an injury, claim, lawsuit, or any other dispute, the Permittee will conduct all legal defenses to those injuries, claims, lawsuits, or any other disputes, including the defense of the City if applicable, at its sole cost and expense, and at no cost or expense to the City.

The City shall approve selection of Permittee's counsel. This defense and indemnity obligation shall apply to all claims and liability regardless of whether any defenses and insurance policies are applicable. The policy limits do not act as a limitation upon the indemnification to be provided by Permittee.

SECTION 6:

Pursuant to Section 12635.5 of the Health and Safety Code, the City will require each applicant receiving a Permit to pay a fee to the City a pro rata portion of the actual and reasonable costs the City incurred that is related to any of the following:

(1) Processing and issuing Permits.

(2) Inspection of fireworks stands.

(3) Public education and awareness campaigns regarding the safe and responsible use of safe and sane fireworks, and the dangers and risks posed by the use of illegal fireworks.

(4) Enforcing the provisions of the code of the City with respect to the sale and use of safe and sane fireworks, including extra personnel time and cleanup of the fireworks trash and debris. "Extra personnel time" means employee or contracted

employee time that the City would not otherwise incur but for the sale and use of safe and sane fireworks.

(5) Fire operation and suppression efforts that are directly related to safe and sane fireworks.

Costs shall be allocated among Permittees in proportion to gross sales as shown on each Permittee's sales and use tax return for the applicable period.

The pro rata share of costs shall not exceed 7 percent of the gross sales of the fireworks sold in the City during the applicable period. The fee will be calculated annually and due September 2nd.

SECTION 7:

The City Council hereby determines that the adoptions of Measure AA, Resolution 11593, this resolution, and Ordinance No. 01-25 are exempt from review under the California Environmental Quality Act because allowing and regulating safe and sane fireworks sales in the City on the Fourth of July cannot be expected to have a significant environmental effect because such sales already occur without compliance with law or regulation to ensure the public health, safety and welfare, and therefore this project regulates existing activity for the protection of the environment and other public values rather than allowing wholly new activity. Therefore, these provisions of the State CEQA Guidelines apply: section 15061(b)(3) – the "common sense" exception, section 15305 – the categorical exemption for minor alterations to land use limitations, and section 15308 – the categorical exemption for actions by regulatory agencies to protect the environment.

ADOPTED this ____ day of _____, 2025

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2025 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

RESOLUTION NO. ~~11597~~11647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 11597~~11593~~ REGARDING ~~TO REESTABLISH A FEE AND ADOPT RULES AND REGULATIONS REGARDING THE NUMBER OF PERMITS AS WELL AS~~ THE APPLICATION AND LOTTERY PROCESS TO SELL "SAFE AND SANE" FIREWORKS PURSUANT TO ORANGE MUNICIPAL CODE CHAPTER 8.13.

WHEREAS, City of Orange voters approved Ordinance No. 10-24 allowing for the use, possession and discharge of "safe and sane" fireworks; and

WHEREAS, Ordinance No. 10-24 repealed and replaced the then-existing Orange Municipal Code Chapter 8.13; and

WHEREAS, Orange Municipal Code Chapter 8.13, as established by Ordinance No. 10-24, provides that the City shall permit the sale, possession and discharge of "safe and sane" fireworks for private display within the City, in accordance with rules and regulations adopted by ordinance or resolution of the City Council, relating to the following: who may sell fireworks, the time periods in which they may be sold and discharged, the location where they may be discharged and the manner in which they may be discharged, stored, disposed of etc., Permits which may be required relating to fireworks, and similar provisions to protect the public health, safety, and welfare; and

WHEREAS, the City Council desires to adopt this Resolution to rescind and replace Resolution No. ~~11593~~ 11597 and reestablish rules and regulations to sell Safe and Sane Fireworks. ~~regarding the number of Permits allowed each year as well as the application and lottery process to receive a Permit as defined in Orange Municipal Code Chapter 8.13.~~

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1:

Resolution No. ~~11593~~ 11597 is hereby rescinded and replaced upon the effective date of this resolution.

SECTION 2:

The City Manager is hereby authorized to implement this resolution pursuant to Orange Municipal Code Chapter 8.13.

SECTION 3:

The maximum number of Permits issued to Qualified Organizations, shall be 12 Permits per year.

A. Four of the maximum number of Permits shall be for Orange High School, El Modena High School, Richland Continuation High School, and Orange Lutheran High School. The Permit for each high school shall incorporate all of the high school sports teams, affiliated civic groups, student groups, booster clubs, other school organizations, etc. Each high school shall be responsible for how the Permit is administered and utilized. None of the aforementioned high schools are required to complete an application for the lottery since each high school will automatically receive a Permit to sell Safe and Sane Fireworks. In the event that any of the four high schools elects to not participate in the sale of Safe and Sane Fireworks, then the Permit will be included as an additional lottery Permit available to qualified organizations.

B. All other Qualified Organizations interested in receiving a Permit must file applications with the City Manager's Office or its designee beginning the first business day ~~of~~ of January ~~March~~, continuing up to 5:30 p.m. on the last business day in January~~March~~ of the same year, at which time the filing period for that year will be closed.

C. In drawing from the pool of Qualified Organizations that submitted completed applications, the City Manager's Office or its designee shall conduct a lottery during a City Council meeting using some means of random selection. The first 8 applicants to be randomly selected shall be granted a Permit upon completion of all Permit application requirements. An additional number of applicants shall be randomly selected in the event that one or more of the initial 8 applicants fails to obtain a Permit. Additional applicants shall be considered for a Permit in the order they were drawn.

D. In addition to the requirements of Orange Municipal Code Chapter 8.13, Qualified Organizations must be organized primarily for veterans, patriotic, welfare, civic betterment, religious, athletic, educational, youth development or charitable purposes; must have their principal and permanent meeting place within the City; provide direct and regular community services and benefits to the residents of the City; and have bona fide members who either reside in the City, are employed in the City, or are owners or operators of a business or other establishment located in the City.

E. Qualified Organizations may only submit one application to be included in the lottery for a Safe and Sane Fireworks Permit. If more than one application is submitted on behalf of any nonprofit organization or educational institution, including from their respective affiliated organizations, the City shall disregard one or all of the applications at its sole discretion. Any attempt to transfer an application shall void that application and may preclude an applicant from participating in the lottery in future years.

F. On forms and applications provided by the City, Qualified Organizations shall provide:

a. The proposed location of the fireworks stand.

b. The name, address and 24-hour telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period fireworks are sold, displayed, or stored at such location.

c. Written permission from the owner of record and/or lessor and/or management company of the property upon which said fireworks stand is proposed to be located.

d. Proof of the applicant' s status as a Qualified Organization.

e. Date when the applicant was organized and established.

f. The names and addresses of the officers, if any, of the applicant.

g. The name, address, and California State Fire Marshal's license number of any wholesaler or distributor from whom the Qualified Organization proposes to purchase for resale.

h. The manner, method, and times regarding how the applicant proposes to sell Safe and Sane Fireworks.

i. A copy of the requisite retail sales Permit issued by the Office of the California State Fire Marshal.

j. Copy of a City of Orange business license.

k. Evidence of a temporary sales tax Permit from the California State Board of Equalization.

This shall be not be construed as to limit the City from requesting additional information to effectuate the intent and purposes of this Resolution and Orange Municipal Code Chapter 8.13.

SECTION 4:

Permittees shall provide certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's rating of no less than an A.

A. General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The City of Orange its officers, elected or appointed officials,

employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement.

B. Any deductibles, self-insured retentions, or similar forms of coverage limitations or modifications must be declared to and approved by the City.

C. Permittee shall include all sub-Permittees or subcontractors, if any, as insured under its policies or shall furnish separate certificates and endorsements for each sub-Permittees or subcontractors. All coverage for sub-Permittees shall be subject to all of the requirements stated herein.

SECTION 5:

Permittees agree, as a condition of receiving a Permit, to protect, defend, indemnify, and hold harmless, the City, the City Council, the City's officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands, and defense costs, however caused, resulting from death or injury and/or damage to property, arising directly or indirectly out of the obligations or operations undertaken by Permittee by virtue of the Permit issuance, caused in whole or in part by any act or omission of the Permittee, any subcontractors, anyone directly or indirectly employed, volunteers, or anyone for whose acts any of them may be liable, including but not limited to, concurrent active negligence, except where caused by the sole active negligence or willful misconduct of the City.

In the event of an injury, claim, lawsuit, or any other dispute, the Permittee will conduct all legal defenses to those injuries, claims, lawsuits, or any other disputes, including the defense of the City if applicable, at its sole cost and expense, and at no cost or expense to the City.

The City shall approve selection of Permittee's counsel. This defense and indemnity obligation shall apply to all claims and liability regardless of whether any defenses and insurance policies are applicable. The policy limits do not act as a limitation upon the indemnification to be provided by Permittee.

SECTION 6:

Pursuant to Section 12635.5 of the Health and Safety Code, the City will require each applicant receiving a Permit to pay a fee to the City a pro rata portion of the actual and reasonable costs the City incurred that is related to any of the following:

(1) Processing and issuing Permits.

(2) Inspection of fireworks stands.

(3) Public education and awareness campaigns regarding the safe and responsible use of safe and sane fireworks, and the dangers and risks posed by the use of illegal fireworks.

(4) Enforcing the provisions of the code of the City with respect to the sale and use of safe and sane fireworks, including extra personnel time and cleanup of the fireworks trash and debris. "Extra personnel time" means employee or contracted employee time that the City would not otherwise incur but for the sale and use of safe and sane fireworks.

(5) Fire operation and suppression efforts that are directly related to safe and sane fireworks.

Costs shall be allocated among Permittees in proportion to gross sales as shown on each Permittee's sales and use tax return for the applicable period.

The pro rata share of costs shall not exceed 7 percent of the gross sales of the fireworks sold in the City during the applicable period. The fee will be calculated annually and due September 2nd.

SECTION 7:

The City Council hereby determines that the adoptions of Measure AA, Resolution 11593, this resolution, and Ordinance No. 01-25 are exempt from review under the California Environmental Quality Act because allowing and regulating safe and sane fireworks sales in the City on the Fourth of July cannot be expected to have a significant environmental effect because such sales already occur without compliance with law or regulation to ensure the public health, safety and welfare, and therefore this project regulates existing activity for the protection of the environment and other public values rather than allowing wholly new activity. Therefore, these provisions of the State CEQA Guidelines apply: section 15061(b)(3) – the "common sense" exception, section 15305 – the categorical exemption for minor alterations to land use limitations, and section 15308 – the categorical exemption for actions by regulatory agencies to protect the environment.

ADOPTED this ____ day of _____, 2025

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____

Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2025 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

_____

Pamela Coleman, City Clerk, City of Orange

RESOLUTION NO. 11648

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 11597 REGARDING THE APPLICATION AND LOTTERY PROCESS TO SELL "SAFE AND SANE" FIREWORKS PURSUANT TO ORANGE MUNICIPAL CODE CHAPTER 8.13.

WHEREAS, City of Orange voters approved Ordinance No. 10-24 allowing for the use, possession and discharge of "safe and sane" fireworks; and

WHEREAS, Ordinance No. 10-24 repealed and replaced the then-existing Orange Municipal Code Chapter 8.13; and

WHEREAS, Orange Municipal Code Chapter 8.13, as established by Ordinance No. 10-24, provides that the City shall permit the sale, possession and discharge of "safe and sane" fireworks for private display within the City, in accordance with rules and regulations adopted by ordinance or resolution of the City Council, relating to the following: who may sell fireworks, the time periods in which they may be sold and discharged, the location where they may be discharged and the manner in which they may be discharged, stored, disposed of etc., Permits which may be required relating to fireworks, and similar provisions to protect the public health, safety, and welfare; and

WHEREAS, the City Council desires to adopt this Resolution to rescind and replace Resolution No. 11597 and reestablish rules and regulations to sell Safe and Sane Fireworks.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1:

Resolution No. 11597 is hereby rescinded and replaced upon the effective date of this resolution.

SECTION 2:

The City Manager is hereby authorized to implement this resolution pursuant to Orange Municipal Code Chapter 8.13.

SECTION 3:

The maximum number of Permits issued to Qualified Organizations, shall be 12 Permits per two-year cycle

A. Permits issued pursuant to Chapter 8.13 of the Orange Municipal Code and this Resolution to sell Safe and Sane Fireworks shall be for a term of two-years.

B. Qualified Organizations that receive a Permit through the application and lottery process further described in Subsections D through H of this Section shall be prohibited from participating in the immediate application and lottery process after their two-year Permit cycle has completed.

C. Four of the maximum number of Permits shall be for Orange High School, El Modena High School, Richland Continuation High School, and Orange Lutheran High School. The Permit for each high school shall incorporate all of the high school sports teams, affiliated civic groups, student groups, booster clubs, other school organizations, etc. Each high school shall be responsible for how the Permit is administered and utilized. None of the aforementioned high schools are required to complete an application for the lottery since each high school will automatically receive a Permit to sell Safe and Sane Fireworks. In the event that any of the four high schools elects to not participate in the sale of Safe and Sane Fireworks, then the Permit will be included as an additional lottery Permit available to qualified organizations. However, Qualified Organizations receiving a Permit that was initially reserved for the aforementioned high schools shall only be for a term of one-year.

D. All other Qualified Organizations interested in receiving a Permit must file applications with the City Manager's Office or its designee beginning the first business day of January, continuing up to 5:30 p.m. on the last business day in January of the same year, at which time the filing period for that year will be closed.

E. In drawing from the pool of Qualified Organizations that submitted completed applications, the City Manager's Office or its designee shall conduct a lottery during a City Council meeting using some means of random selection. The first 8 applicants to be randomly selected shall be granted a Permit upon completion of all Permit application requirements. An additional number of applicants shall be randomly selected in the event that one or more of the initial 8 applicants fails to obtain a Permit. Additional applicants shall be considered for a Permit in the order they were drawn.

F. In addition to the requirements of Orange Municipal Code Chapter 8.13, Qualified Organizations must be organized primarily for veterans, patriotic, welfare, civic betterment, religious, athletic, educational, youth development or charitable purposes; must have their principal and permanent meeting place within the City; provide direct and regular community services and benefits to the residents of the City; and have bona fide members who either reside in the City, are employed in the City, or are owners or operators of a business or other establishment located in the City.

G. Qualified Organizations may only submit one application to be included in the lottery for a Safe and Sane Fireworks Permit. If more than one application is submitted on

behalf of any nonprofit organization or educational institution, including from their respective affiliated organizations, the City shall disregard one or all of the applications at its sole discretion. Any attempt to transfer an application shall void that application and may preclude an applicant from participating in the lottery in future years.

H. On forms and applications provided by the City, Qualified Organizations shall provide:

a. The proposed location of the fireworks stand.

b. The name, address and 24-hour telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period fireworks are sold, displayed, or stored at such location.

c. Written permission from the owner of record and/or lessor and/or management company of the property upon which said fireworks stand is proposed to be located.

d. Proof of the applicant' s status as a Qualified Organization.

e. Date when the applicant was organized and established.

f. The names and addresses of the officers, if any, of the applicant.

g. The name, address, and California State Fire Marshal's license number of any wholesaler or distributor from whom the Qualified Organization proposes to purchase for resale.

h. The manner, method, and times regarding how the applicant proposes to sell Safe and Sane Fireworks.

i. A copy of the requisite retail sales Permit issued by the Office of the California State Fire Marshal.

j. Copy of a City of Orange business license.

k. Evidence of a temporary sales tax Permit from the California State Board of Equalization.

This shall be not be construed as to limit the City from requesting additional information to effectuate the intent and purposes of this Resolution and Orange Municipal Code Chapter 8.13.

SECTION 4:

Permittees shall provide certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's rating of no less than an A.

A. General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The City of Orange its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement.

B. Any deductibles, self-insured retentions, or similar forms of coverage limitations or modifications must be declared to and approved by the City.

C. Permittee shall include all sub-Permittees or subcontractors, if any, as insured under its policies or shall furnish separate certificates and endorsements for each sub-Permittees or subcontractors. All coverage for sub-Permittees shall be subject to all of the requirements stated herein.

SECTION 5:

Permittees agree, as a condition of receiving a Permit, to protect, defend, indemnify, and hold harmless, the City, the City Council, the City's officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands, and defense costs, however caused, resulting from death or injury and/or damage to property, arising directly or indirectly out of the obligations or operations undertaken by Permittee by virtue of the Permit issuance, caused in whole or in part by any act or omission of the Permittee, any subcontractors, anyone directly or indirectly employed, volunteers, or anyone for whose acts any of them may be liable, including but not limited to, concurrent active negligence, except where caused by the sole active negligence or willful misconduct of the City.

In the event of an injury, claim, lawsuit, or any other dispute, the Permittee will conduct all legal defenses to those injuries, claims, lawsuits, or any other disputes, including the defense of the City if applicable, at its sole cost and expense, and at no cost or expense to the City.

The City shall approve selection of Permittee's counsel. This defense and indemnity obligation shall apply to all claims and liability regardless of whether any defenses and insurance policies are applicable. The policy limits do not act as a limitation upon the indemnification to be provided by Permittee.

SECTION 6:

Pursuant to Section 12635.5 of the Health and Safety Code, the City will require each applicant receiving a Permit to pay a fee to the City a pro rata portion of the actual and reasonable costs the City incurred that is related to any of the following:

(1) Processing and issuing Permits.

(2) Inspection of fireworks stands.

(3) Public education and awareness campaigns regarding the safe and responsible use of safe and sane fireworks, and the dangers and risks posed by the use of illegal fireworks.

(4) Enforcing the provisions of the code of the City with respect to the sale and use of safe and sane fireworks, including extra personnel time and cleanup of the fireworks trash and debris. "Extra personnel time" means employee or contracted employee time that the City would not otherwise incur but for the sale and use of safe and sane fireworks.

(5) Fire operation and suppression efforts that are directly related to safe and sane fireworks.

Costs shall be allocated among Permittees in proportion to gross sales as shown on each Permittee's sales and use tax return for the applicable period.

The pro rata share of costs shall not exceed 7 percent of the gross sales of the fireworks sold in the City during the applicable period. The fee will be calculated annually and due September 2nd.

SECTION 7:

The City Council hereby determines that the adoptions of Measure AA, Resolution 11593, this resolution, and Ordinance No. 01-25 are exempt from review under the California Environmental Quality Act because allowing and regulating safe and sane fireworks sales in the City on the Fourth of July cannot be expected to have a significant environmental effect because such sales already occur without compliance with law or regulation to ensure the public health, safety and welfare, and therefore this project regulates existing activity for the protection of the environment and other public values rather than allowing wholly new activity. Therefore, these provisions of the State CEQA Guidelines apply: section 15061(b)(3) – the "common sense" exception, section 15305 – the categorical exemption for minor alterations to land use limitations, and section 15308 – the categorical exemption for actions by regulatory agencies to protect the environment.

ADOPTED this ____ day of _____, 2025

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2025 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

RESOLUTION NO. ~~11597~~11648

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 11597~~11593~~ ~~TO REESTABLISH A FEE AND ADOPT RULES AND REGULATIONS REGARDING THE NUMBER OF PERMITS AS WELL AS THE~~REGARDING THE APPLICATION AND LOTTERY PROCESS TO SELL "SAFE AND SANE" FIREWORKS PURSUANT TO ORANGE MUNICIPAL CODE CHAPTER 8.13.

WHEREAS, City of Orange voters approved Ordinance No. 10-24 allowing for the use, possession and discharge of "safe and sane" fireworks; and

WHEREAS, Ordinance No. 10-24 repealed and replaced the then-existing Orange Municipal Code Chapter 8.13; and

WHEREAS, Orange Municipal Code Chapter 8.13, as established by Ordinance No. 10-24, provides that the City shall permit the sale, possession and discharge of "safe and sane" fireworks for private display within the City, in accordance with rules and regulations adopted by ordinance or resolution of the City Council, relating to the following: who may sell fireworks, the time periods in which they may be sold and discharged, the location where they may be discharged and the manner in which they may be discharged, stored, disposed of etc., Permits which may be required relating to fireworks, and similar provisions to protect the public health, safety, and welfare; and

WHEREAS, the City Council desires to adopt this Resolution to rescind and replace Resolution No. ~~11593~~ 11597 and reestablish rules and regulations ~~regarding the number of Permits allowed each year as well as the application and lottery process to receive a Permit as defined in Orange Municipal Code Chapter 8.13.~~to sell Safe and Sane Fireworks.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1:

Resolution No. ~~11593~~ 11597 is hereby rescinded and replaced upon the effective date of this resolution.

SECTION 2:

The City Manager is hereby authorized to implement this resolution pursuant to Orange Municipal Code Chapter 8.13.

SECTION 3:

The maximum number of Permits issued to Qualified Organizations, shall be 12 Permits per two-year cycle~~year.~~

A. Permits issued pursuant to Chapter 8.13 of the Orange Municipal Code and this Resolution to sell Safe and Sane Fireworks shall be for a term of two-years.

B. Qualified Organizations that receive a Permit through the application and lottery process further described in Subsections D through H of this Section shall be prohibited from participating in the immediate application and lottery process after their two-year Permit cycle has completed.

~~A.~~C. Four of the maximum number of Permits shall be for Orange High School, El Modena High School, Richland Continuation High School, and Orange Lutheran High School. The Permit for each high school shall incorporate all of the high school sports teams, affiliated civic groups, student groups, booster clubs, other school organizations, etc. Each high school shall be responsible for how the Permit is administered and utilized. None of the aforementioned high schools are required to complete an application for the lottery since each high school will automatically receive a Permit to sell Safe and Sane Fireworks. In the event that any of the four high schools elects to not participate in the sale of Safe and Sane Fireworks, then the Permit will be included as an additional lottery Permit available to qualified organizations. However, Qualified Organizations receiving a Permit that was initially reserved for the aforementioned high schools shall only be for a term of one-year.

~~B.~~D. All other Qualified Organizations interested in receiving a Permit must file applications with the City Manager's Office or its designee beginning the first business day of ~~March~~January, continuing up to 5:30 p.m. on the last business day in ~~March~~ January of the same year, at which time the filing period for that year will be closed.

~~C.~~E. In drawing from the pool of Qualified Organizations that submitted completed applications, the City Manager's Office or its designee shall conduct a lottery during a City Council meeting using some means of random selection. The first 8 applicants to be randomly selected shall be granted a Permit upon completion of all Permit application requirements. An additional number of applicants shall be randomly selected in the event that one or more of the initial 8 applicants fails to obtain a Permit. Additional applicants shall be considered for a Permit in the order they were drawn.

~~D.~~F. In addition to the requirements of Orange Municipal Code Chapter 8.13, Qualified Organizations must be organized primarily for veterans, patriotic, welfare, civic betterment, religious, athletic, educational, youth development or charitable purposes; must have their principal and permanent meeting place within the City; provide direct and regular community services and benefits to the residents of the City; and have bona fide members who either reside in the City, are employed in the City, or are owners or operators of a business or other establishment located in the City.

~~E.~~G. Qualified Organizations may only submit one application to be included in the lottery for a Safe and Sane Fireworks Permit. If more than one application is submitted on behalf of any nonprofit organization or educational institution, including from their respective affiliated organizations, the City shall disregard one or all of the applications at its sole discretion. Any attempt to transfer an application shall void that application and may preclude an applicant from participating in the lottery in future years.

~~F.~~H. On forms and applications provided by the City, Qualified Organizations shall provide:

a. The proposed location of the fireworks stand.

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SECTION 6:

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ADOPTED this ____ day of _____, 2025

_____

Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2025 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 10.3. 12/9/2025 **File #:** 25-0604

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT
Fiscal Year 2025-26 General Fund First Quarter Report.

2. SUMMARY
A presentation providing a first quarter budget update for Fiscal Year 2025-26, focusing on the General Fund.

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
2. Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND
General Fund Revenues

For the first quarter (Q1) of Fiscal Year 2026 (FY26), the City of Orange recorded total revenues of $12.3 million, a decrease of approximately $392,000 (-3%) compared to the same period in FY25. While several key revenue sources demonstrated growth, timing for the transfer from the Capital Projects Fund to the General Fund resulted in an overall decrease. Not considering Transfers In, revenues increased by approximately $470,000 (29%) compared to the same period in FY25 as shown in the Table 1.

Table 1: General Fund Revenues - Year-over-Year Comparison

Revenue Source	FY 25 Q1 Revenue	FY 26 Q1 Revenue	Variance	
Property Tax	$ 799,436	$ 783,884	$ (15,552)	-2%
Sales Tax	$ 5,330,425	$ 5,787,390	$ 456,965	9%
Transient Occuancy Tax	$ 1,168,748	$ 1,302,982	$ 134,234	11%
Franchises	$ 77,000	$ 4,966	$ (72,034)	-94%
Fee For Services	$ 1,009,439	$ 1,095,815	$ 86,376	9%
Fines & Forfeitures	$ 309,979	$ 91,046	$ (218,933)	-71%
Intergovernment	$ 327,943	$ 601,551	$ 273,608	83%
Licenses & Permits	$ 1,990,916	$ 1,486,676	$ (504,240)	-25%
Other Revenues	$ 514,296	$ 737,465	$ 223,169	43%
Use of Money & Prop.	$ 164,972	$ 272,173	$ 107,201	65%
Subtotal	**$ 11,693,154**	**$ 12,163,950**	**$ 470,796**	**29%**
Transfers In	$ 1,000,000	$ 136,930	$ (863,071)	-86%
Total Revenues	**$ 12,693,154**	**$ 12,300,880**	**$ (392,274)**	**-57%**

- **Sales Tax:** Revenues from sales tax rose by $457,000, or 9%, reaching almost $5.8 million. Continued consumer spending strength and steady local economic activity supported this increase.
- **Transient Occupancy Tax (TOT):** Hotel and short-term lodging revenues grew by $134,000, or 11%, reflecting improved occupancy levels and higher average daily rates compared to the prior year.
- **Fine and Forfeitures:** Declines by $219,000, or 71%, largely due to reduced citation activity and collection timing.
- **Intergovernmental Revenues:** Increased sharply by $273,608 (83%), driven by higher reimbursements and grant receipts during the quarter.
- **Licenses & Permits:** Decreased by $504,240, or 25%, reflecting a slowdown in building activity and fewer large permit issuances compared to the prior year.
- **Other Revenues:** Rose by $223,169, or 43%, driven by miscellaneous receipts and small-scale program reimbursements.
- **Use of Money and Property:** Jumped by $107,000, or 65%, benefitting from stronger investment returns and interest income.

When compared to budget, the first quarter revenues for FY 26 are within expected ranges for this early point in the fiscal year, and no major categories show signs of underperformance, as summarized in Table 2.

Table 2: General Fund Revenues - Budget to Actual Comparison

Revenue Category	FY 26 Revised Budget	FY 26 Q1 Revenue	% Received
Property Tax	$40,260,386	$783,884	2%
Sales Tax	$50,113,960	$5,787,390	12%
Transient Occupany Tax	$6,334,000	$1,318,237	21%
Licenses & Permits	$6,978,106	$1,531,443	22%
Fee For Services	$5,392,059	$1,392,124	26%
Other Revenues	$2,975,947	$737,965	25%
Intergovernment	$20,342,506	$716,125	4%
Use of Money & Prop.	$2,881,727	$276,532	10%
Fines & Forfeitures	$655,276	$91,161	14%
Franchises	$3,207,364	$4,966	0%
Subtotal	**$139,141,331**	**$12,639,828**	**9%**
Transfers In	$14,562,747	$136,930	1%
Total	**$153,704,078**	**$12,776,757**	**8%**

Property tax revenues, while showing high early activity, are not fully realized in the first quarter. Property tax receipts typically follow a structured apportionment schedule tied to December and April secured tax payments. Therefore, early receipts are not an indicator of final performance for the year.

Sales tax revenues are roughly at 12% of the annual budget, which is consistent with prior years. Economic conditions and consumer spending levels continue to support stable receipts. Timing of receipts and sales tax sharing are also a factor for this category. However, no variances of concern have been identified at this stage.

Transient Occupancy Tax (TOT) collections reached 21% of the annual estimate, indicating steady visitor activity and ongoing demand within the local lodging market. This category is performing as expected and continue tracking near budget if current travel patterns hold.

Licenses and permits generated approximately 22% of budgeted revenue, supported by stable development and permitting activity. While this category can fluctuate throughout the year, first-quarter activity aligns with recent trends and does not present fiscal concerns.

Fee-for-services revenue reached 26% of the annual budget, reflecting strong participation in City programs and ongoing use of billable municipal services. This category is performing slightly ahead of pace for the first quarter.

Overall, first-quarter revenues are performing within normal and expected ranges, and staff will continue monitoring key categories as the fiscal year progresses. No corrective actions are recommended at this time.

General Fund Expenditure

For Q1 of FY26, total city expenditures were $27 million, compared to $37.4 million in FY 25 Q1, a decrease of $8.4 million, or 22%. The reduction reflects the overall vacancy rate, and timing

difference in invoice processing and internal charge allocations. Overall spending remains steady with early-year operating patterns and demonstrates careful management of city resources as is shown on Table 2 below.

Table 3: General Fund Expenditures - Year-over-Year Comparison

FY 26 Category	FY 25 Q1 Expenditure	FY 26 Q1 Expenditure	Variance	
Salaries & Benefits	$ 28,090,836	$ 22,986,383	$ (5,104,453)	-18%
Professional Service	$ 5,298,376	$ 1,155,454	$ (2,088,486)	-39%
Repair & Maintenance		$ 1,655,618	N/A	N/A
Training&Conferences		$ 106,194	N/A	N/A
Other Services		$ 292,625	N/A	N/A
Other Expenses	$ 106,116	$ 493,167	$ 387,051	365%
Supplies	$ 464,382	$ 237,640	$ (226,742)	-49%
Noncap Equipment	$ 39,022	$ 19,481	$ (19,541)	-50%
Internal Charges	$ 3,351,797	$ 541	$ (3,351,256)	-100%
Subtotal	**$ 37,350,529**	**$ 26,947,103**	**$ (10,403,426)**	-28%
Total	**$ 37,350,529**	**$ 26,947,103**	**$ (10,403,426)**	-28%

As a result of the chart of accounts consolidation, several expenditure categories have been separated in FY26 for transparency and reporting purposes. For year-to-year comparison, some categories have been grouped together to maintain analytical consistency. However, this restructuring will naturally cause fluctuations in category-level trends when compared to prior years.

- **Salaries and Benefits:** Expenditures totaled $22.99 million, down $5.1 million (−18%) from FY25. This decline is primarily due to position vacancies and timing differences in payroll cycles.
- **Professional Services:** Spending decreased from $5.3 million in FY25 Q1 to $3.2 million in FY26 Q1, a 39% reduction. In FY26, several accounts within the Professional Services category were bifurcated into more specific account groups to better reflect the various types of City expenses that had previously been combined. This refinement will improve expense tracking, transparency, and alignment with the City’s newly implemented chart-of-accounts, resulting in more accurate reporting and budgeting.
- **Other Expenses:** Increased from $106,000 in FY25 to $493,000 in FY26, an increase of $387,051. The rise is attributed to annual insurance payments, software renewals, and other one-time upfront costs processed at the beginning of the fiscal year.
- **Supplies:** Declined from $464,000 to $238,000, a 49% decrease, as departments delayed nonessential purchases and utilized existing inventory.
- **Internal Charges:** Decreased from $3.35 million in FY25 to less than $1,000 in FY26, primarily due to timing differences in interdepartmental cost allocations.

When comparing budget to actual, City expenditures are tracking within expected ranges, with most categories falling between 15% and 22% of the revised annual budget. This level of spending is typical for the first three months of the fiscal year and does not indicate overspending or budgetary concerns at this time as shown on Table 4.

Table 4: General Fund Expenditures - Budget to Actual Comparison

Expenditure Category	FY 26 Revised Budget	FY 26 Q1 Expenditure	% Expended
Salaries and Benefits	$ 106,336,823	$ 22,986,383	22%
Professional Services	$ 6,023,109	$ 1,155,454	19%
Repair & Maintenance	$ 10,987,568	$ 1,655,618	15%
Training & Conferences	$ 687,548	$ 106,194	15%
Other Services	$ 1,355,066	$ 292,625	22%
Other Expenses	$ 1,461,821	$ 493,167	34%
Supplies	$ 4,589,312	$ 237,640	5%
Noncap Equipment	$ 262,725	$ 19,481	7%
Internal Charges	$ 24,406,495	$ 541	0%
Debt Services	$ 1,975,717	$ -	0%
Other Capital Outlay	$ 179,289	$ -	0%
City Facility Improv	$ 10,000	$ -	0%
Subtotal	**$ 158,275,473**	**$ 26,947,103**	**17%**
Transfers Out	$ 1,455,252	$ -	0%
Total	**$ 159,730,725**	**$ 26,947,103**	**17%**

Salaries and Benefits remain the City's largest expenditure category and is slightly lower than is typical, at 22% expended through the first quarter. This is primarily the result of ongoing position vacancies and the City's effort to remain discipline and prudent in filling critical positions.

Professional Services expenditures total 19.2% of the revised budget, reflecting standard use of contracted services early in the fiscal year. Spending in this category often varies depending on the timing of project work and invoicing, and current levels remain consistent with past trends.

Repair and Maintenance costs are at 15.1% of the annual allocation, which is typical for the first quarter as many scheduled maintenance activities occur later in the year or are influenced by seasonal and operational needs. This is the first time that this category is separated from Other/Professional Services in the past. It will help to establish a baseline for future comparison and provide transparency for reporting purposes.

Training and Conferences expenditures stand at 15.4%, a level consistent with the timing and availability of training opportunities. Spending in this category is expected to gradually increase as departmental training plans unfold throughout the year. Similar to Repair and Maintenance, this is the first time that this category is separated from Other/Professional Services in the past. This change will help to establish a baseline for future comparison and provide transparency for reporting purposes.

Other Services expenditures are at approximately 21.6% of the annual budget, reflecting steady operational activity typical for early-year service-related spending.

Overall, first quarter expenditures across all major categories are performing within normal ranges relative to the revised budget. No categories show signs of over-expenditure, and staff will continue monitoring spending patterns as the fiscal year progresses.

Organizational Restructuring

As part of the City's commitment to optimize staff resources and enhance operational efficiency, several organizational restructurings are being considered. Here are a few adjustments that have been implemented in the first quarter. These changes are intended to align resources with the current priorities while contributing towards closing the General Fund operational deficit gaps for Fiscal Year 2026.

- City Attorney's Office: To achieve operational savings, the Senior Assistant Attorney position is proposed to remain frozen following the promotion of the City Attorney. This action will result in a budget savings of approximately $278,000 for the remainder of the fiscal year.
- City Manager's Office: After consideration, the Assistant City Manager position is also proposed to remain frozen for the remainder of the fiscal year, resulting in a savings of $375,000 for the fiscal year.
- Public Works Department: To enhance organizational efficiency, improve alignment between key service areas, and continue efforts to close the operating budget deficit for FY 26, the City Council approved a reorganization of the department's management structure on September 23, 2025. The reorganization eliminates the Assistant Director position and establishes two Deputy Director positions to oversee Engineering and Field Operations. This structural adjustment streamlines oversight and results in net savings of $36,700, including $110,600 in savings to the General Fund, based on the restructuring of positions and redistribution of salary funding by position. Additionally, the recently vacated Public Works Administrator position will remain unfilled for the remainder of the year, resulting in a $100,000 savings to the General Fund.

These organizational changes reflect the City's continued commitment to fiscal sustainability, effective management of staff resources, and creating space to be innovative so that the taxpayer dollars are invested wisely.

Conclusion

In summary, the first quarter results for Fiscal Year 2025-26 reflect stable financial performance and continued progress toward maintaining the City's long-term fiscal sustainability. Revenues are generally tracking within expected ranges, with several major categories demonstrating resilience and steady activity, while expenditures remain well-managed and consistent with early-year operating patterns. The City's proactive approach-through careful monitoring, refinement of the chart of accounts, and strategic organizational adjustments-has strengthened transparency, improved resource allocation, and reinforced the foundation for accurate long-term planning. Staff will continue to closely monitor financial trends and operational needs throughout the remainder of the fiscal year and will return to the City Council with regular updates to support informed decision-making and responsible stewardship of public resources.

7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 10.3. 12/9/2025 **File #:** 25-0604

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT
Fiscal Year 2025-26 General Fund First Quarter Report.

2. SUMMARY
A presentation providing a first quarter budget update for Fiscal Year 2025-26, focusing on the General Fund.

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
2. Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND
General Fund Revenues

For the first quarter (Q1) of Fiscal Year 2026 (FY26), the City of Orange recorded total revenues of $12.3 million, a decrease of approximately $392,000 (-3%) compared to the same period in FY25. While several key revenue sources demonstrated growth, timing for the transfer from the Capital Projects Fund to the General Fund resulted in an overall decrease. Not considering Transfers In, revenues increased by approximately $470,000 (29%) compared to the same period in FY25 as shown in the Table 1.

Table 1: General Fund Revenues - Year-over-Year Comparison

Revenue Source	FY 25 Q1 Revenue	FY 26 Q1 Revenue	Variance	
Property Tax	$ 799,436	$ 783,884	$ (15,552)	-2%
Sales Tax	$ 5,330,425	$ 5,787,390	$ 456,965	9%
Transient Occuancy Tax	$ 1,168,748	$ 1,302,982	$ 134,234	11%
Franchises	$ 77,000	$ 4,966	$ (72,034)	-94%
Fee For Services	$ 1,009,439	$ 1,095,815	$ 86,376	9%
Fines & Forfeitures	$ 309,979	$ 91,046	$ (218,933)	-71%
Intergovernment	$ 327,943	$ 601,551	$ 273,608	83%
Licenses & Permits	$ 1,990,916	$ 1,486,676	$ (504,240)	-25%
Other Revenues	$ 514,296	$ 737,465	$ 223,169	43%
Use of Money & Prop.	$ 164,972	$ 272,173	$ 107,201	65%
Subtotal	**$ 11,693,154**	**$ 12,163,950**	**$ 470,796**	**29%**
Transfers In	$ 1,000,000	$ 136,930	$ (863,071)	-86%
Total Revenues	**$ 12,693,154**	**$ 12,300,880**	**$ (392,274)**	**-57%**

- **Sales Tax:** Revenues from sales tax rose by $457,000, or 9%, reaching almost $5.8 million. Continued consumer spending strength and steady local economic activity supported this increase.
- **Transient Occupancy Tax (TOT):** Hotel and short-term lodging revenues grew by $134,000, or 11%, reflecting improved occupancy levels and higher average daily rates compared to the prior year.
- **Fine and Forfeitures:** Declines by $219,000, or 71%, largely due to reduced citation activity and collection timing.
- **Intergovernmental Revenues:** Increased sharply by $273,608 (83%), driven by higher reimbursements and grant receipts during the quarter.
- **Licenses & Permits:** Decreased by $504,240, or 25%, reflecting a slowdown in building activity and fewer large permit issuances compared to the prior year.
- **Other Revenues:** Rose by $223,169, or 43%, driven by miscellaneous receipts and small-scale program reimbursements.
- **Use of Money and Property:** Jumped by $107,000, or 65%, benefitting from stronger investment returns and interest income.

When compared to budget, the first quarter revenues for FY 26 are within expected ranges for this early point in the fiscal year, and no major categories show signs of underperformance, as summarized in Table 2.

Table 2: General Fund Revenues - Budget to Actual Comparison

Revenue Category	FY 26 Revised Budget	FY 26 Q1 Revenue	% Received
Property Tax	$40,260,386	$783,884	2%
Sales Tax	$50,113,960	$5,787,390	12%
Transient Occupany Tax	$6,334,000	$1,318,237	21%
Licenses & Permits	$6,978,106	$1,531,443	22%
Fee For Services	$5,392,059	$1,392,124	26%
Other Revenues	$2,975,947	$737,965	25%
Intergovernment	$20,342,506	$716,125	4%
Use of Money & Prop.	$2,881,727	$276,532	10%
Fines & Forfeitures	$655,276	$91,161	14%
Franchises	$3,207,364	$4,966	0%
Subtotal	**$139,141,331**	**$12,639,828**	**9%**
Transfers In	$14,562,747	$136,930	1%
Total	**$153,704,078**	**$12,776,757**	**8%**

Property tax revenues, while showing high early activity, are not fully realized in the first quarter. Property tax receipts typically follow a structured apportionment schedule tied to December and April secured tax payments. Therefore, early receipts are not an indicator of final performance for the year.

Sales tax revenues are roughly at 12% of the annual budget, which is consistent with prior years. Economic conditions and consumer spending levels continue to support stable receipts. Timing of receipts and sales tax sharing are also a factor for this category. However, no variances of concern have been identified at this stage.

Transient Occupancy Tax (TOT) collections reached 21% of the annual estimate, indicating steady visitor activity and ongoing demand within the local lodging market. This category is performing as expected and continue tracking near budget if current travel patterns hold.

Licenses and permits generated approximately 22% of budgeted revenue, supported by stable development and permitting activity. While this category can fluctuate throughout the year, first-quarter activity aligns with recent trends and does not present fiscal concerns.

Fee-for-services revenue reached 26% of the annual budget, reflecting strong participation in City programs and ongoing use of billable municipal services. This category is performing slightly ahead of pace for the first quarter.

Overall, first-quarter revenues are performing within normal and expected ranges, and staff will continue monitoring key categories as the fiscal year progresses. No corrective actions are recommended at this time.

General Fund Expenditure

For Q1 of FY26, total city expenditures were $27 million, compared to $37.4 million in FY 25 Q1, a decrease of $8.4 million, or 22%. The reduction reflects the overall vacancy rate, and timing

difference in invoice processing and internal charge allocations. Overall spending remains steady with early-year operating patterns and demonstrates careful management of city resources as is shown on Table 2 below.

Table 3: General Fund Expenditures - Year-over-Year Comparison

FY 26 Category	FY 25 Q1 Expenditure	FY 26 Q1 Expenditure	Variance	
Salaries & Benefits	$ 28,090,836	$ 22,986,383	$ (5,104,453)	-18%
Professional Service	$ 5,298,376	$ 1,155,454	$ (2,088,486)	-39%
Repair & Maintenance		$ 1,655,618	N/A	N/A
Training&Conferences		$ 106,194	N/A	N/A
Other Services		$ 292,625	N/A	N/A
Other Expenses	$ 106,116	$ 493,167	$ 387,051	365%
Supplies	$ 464,382	$ 237,640	$ (226,742)	-49%
Noncap Equipment	$ 39,022	$ 19,481	$ (19,541)	-50%
Internal Charges	$ 3,351,797	$ 541	$ (3,351,256)	-100%
Subtotal	**$ 37,350,529**	**$ 26,947,103**	**$ (10,403,426)**	-28%
Total	**$ 37,350,529**	**$ 26,947,103**	**$ (10,403,426)**	-28%

As a result of the chart of accounts consolidation, several expenditure categories have been separated in FY26 for transparency and reporting purposes. For year-to-year comparison, some categories have been grouped together to maintain analytical consistency. However, this restructuring will naturally cause fluctuations in category-level trends when compared to prior years.

- **Salaries and Benefits:** Expenditures totaled $22.99 million, down $5.1 million (−18%) from FY25. This decline is primarily due to position vacancies and timing differences in payroll cycles.
- **Professional Services:** Spending decreased from $5.3 million in FY25 Q1 to $3.2 million in FY26 Q1, a 39% reduction. In FY26, several accounts within the Professional Services category were bifurcated into more specific account groups to better reflect the various types of City expenses that had previously been combined. This refinement will improve expense tracking, transparency, and alignment with the City’s newly implemented chart-of-accounts, resulting in more accurate reporting and budgeting.
- **Other Expenses:** Increased from $106,000 in FY25 to $493,000 in FY26, an increase of $387,051. The rise is attributed to annual insurance payments, software renewals, and other one-time upfront costs processed at the beginning of the fiscal year.
- **Supplies:** Declined from $464,000 to $238,000, a 49% decrease, as departments delayed nonessential purchases and utilized existing inventory.
- **Internal Charges:** Decreased from $3.35 million in FY25 to less than $1,000 in FY26, primarily due to timing differences in interdepartmental cost allocations.

When comparing budget to actual, City expenditures are tracking within expected ranges, with most categories falling between 15% and 22% of the revised annual budget. This level of spending is typical for the first three months of the fiscal year and does not indicate overspending or budgetary concerns at this time as shown on Table 4.

Table 4: General Fund Expenditures - Budget to Actual Comparison

Expenditure Category	FY 26 Revised Budget	FY 26 Q1 Expenditure	% Expended
Salaries and Benefits	$ 106,336,823	$ 22,986,383	22%
Professional Services	$ 6,023,109	$ 1,155,454	19%
Repair & Maintenance	$ 10,987,568	$ 1,655,618	15%
Training & Conferences	$ 687,548	$ 106,194	15%
Other Services	$ 1,355,066	$ 292,625	22%
Other Expenses	$ 1,461,821	$ 493,167	34%
Supplies	$ 4,589,312	$ 237,640	5%
Noncap Equipment	$ 262,725	$ 19,481	7%
Internal Charges	$ 24,406,495	$ 541	0%
Debt Services	$ 1,975,717	$ -	0%
Other Capital Outlay	$ 179,289	$ -	0%
City Facility Improv	$ 10,000	$ -	0%
Subtotal	**$ 158,275,473**	**$ 26,947,103**	**17%**
Transfers Out	$ 1,455,252	$ -	0%
Total	**$ 159,730,725**	**$ 26,947,103**	**17%**

Salaries and Benefits remain the City's largest expenditure category and is slightly lower than is typical, at 22% expended through the first quarter. This is primarily the result of ongoing position vacancies and the City's effort to remain discipline and prudent in filling critical positions.

Professional Services expenditures total 19.2% of the revised budget, reflecting standard use of contracted services early in the fiscal year. Spending in this category often varies depending on the timing of project work and invoicing, and current levels remain consistent with past trends.

Repair and Maintenance costs are at 15.1% of the annual allocation, which is typical for the first quarter as many scheduled maintenance activities occur later in the year or are influenced by seasonal and operational needs. This is the first time that this category is separated from Other/Professional Services in the past. It will help to establish a baseline for future comparison and provide transparency for reporting purposes.

Training and Conferences expenditures stand at 15.4%, a level consistent with the timing and availability of training opportunities. Spending in this category is expected to gradually increase as departmental training plans unfold throughout the year. Similar to Repair and Maintenance, this is the first time that this category is separated from Other/Professional Services in the past. This change will help to establish a baseline for future comparison and provide transparency for reporting purposes.

Other Services expenditures are at approximately 21.6% of the annual budget, reflecting steady operational activity typical for early-year service-related spending.

Overall, first quarter expenditures across all major categories are performing within normal ranges relative to the revised budget. No categories show signs of over-expenditure, and staff will continue monitoring spending patterns as the fiscal year progresses.

Organizational Restructuring

As part of the City's commitment to optimize staff resources and enhance operational efficiency, several organizational restructurings are being considered. Here are a few adjustments that have been implemented in the first quarter. These changes are intended to align resources with the current priorities while contributing towards closing the General Fund operational deficit gaps for Fiscal Year 2026.

- City Attorney's Office: To achieve operational savings, the Senior Assistant Attorney position is proposed to remain frozen following the promotion of the City Attorney. This action will result in a budget savings of approximately $278,000 for the remainder of the fiscal year.
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These organizational changes reflect the City's continued commitment to fiscal sustainability, effective management of staff resources, and creating space to be innovative so that the taxpayer dollars are invested wisely.

Conclusion

In summary, the first quarter results for Fiscal Year 2025-26 reflect stable financial performance and continued progress toward maintaining the City's long-term fiscal sustainability. Revenues are generally tracking within expected ranges, with several major categories demonstrating resilience and steady activity, while expenditures remain well-managed and consistent with early-year operating patterns. The City's proactive approach-through careful monitoring, refinement of the chart of accounts, and strategic organizational adjustments-has strengthened transparency, improved resource allocation, and reinforced the foundation for accurate long-term planning. Staff will continue to closely monitor financial trends and operational needs throughout the remainder of the fiscal year and will return to the City Council with regular updates to support informed decision-making and responsible stewardship of public resources.

7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 10.4. 12/9/2025 **File #:** 25-0635

TO: **Honorable Mayor and Members of the City Council**

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Fiscal Years 2025-2030 Citywide Strategic Plan and Grant Thornton Advisors, LLC Budget Risk and Economic Advisory Services Report Quarterly Updates.

2. SUMMARY

On November 26, 2024, the Orange City Council adopted the Fiscal Years 2025-2030 Citywide Strategic Plan. Then on July 22, 2025, the City Council received and filed Grant Thornton Advisors, LLC's Budget Risk and Economic Advisory Services report. This presentation and report details the progress made over the past quarter regarding the City's Fiscal Years 2025-2030 Citywide Strategic Plan as well as the Budget Risk and Economic Advisory Services Report recommendations.

3. RECOMMENDED ACTION

Receive and file an update on the Fiscal Years 2025-2030 Citywide Strategic Plan and Grant Thornton, LLC Budget Risk and Economic Advisory Services report.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

The quarterly updates will support every goal detailed in the Fiscal Years 2025-2030 Citywide Strategic Plan.

6. DISCUSSION AND BACKGROUND

Fiscal Years 2025-2030 Citywide Strategic Plan

The Fiscal Years 2025-2030 Citywide Strategic Plan (Plan) was adopted on November 26, 2024. The Plan's adoption included a commitment to provide quarterly updates to the City Council and public. Each update is included in the attachment under the column entitled, "December 9 Update."

Grant Thornton Advisors, LLC Budget Risk and Economic Advisory Services Report

On July 22, 2025, the Orange City Council received and filed the Grant Thornton Adviosrs, LLC (GT) Economic Advisory Services report (Report). While GT's analyses and recommendations were multi-faceted, they can generally be summarized into three categories:

1. Enhance Economic Development.
2. Incorporate cost reductions.

3. Find opportunities for revenue enhancements.

Progress reports for the three categories are discussed in turn.

Enhance Economic Development

The GT Report expressed a need to eliminate the old “Orange Way.” In its place, the City must foster an “open for business” environment that streamlines development and cultivates an investor friendly experience, thereby enticing more businesses to locate in Orange. The GT report provided a roadmap and many recommendations to advance the City’s economic development program. Since the City Council received and filed the GT Report in July, the City has made the following efforts to incorporate the GT Report recommendations:

- Moved the City’s Economic Development Division to the Community Development Department (GT Report Page 42).
- Working with Kosmont Companies to create a cohesive development strategy for City-owned property in Old Towne Orange (GT Report Page 41).
- Modified the City’s development review process and considering potential changes to the City’s master land use policies (GT Report Page 41).
- Identifying sites where the City can attract long-sought-after businesses like Costco (GT Report Page 46).
- Communicating to investors and companies that the City is “open for business” and ready to implement the new Orange Way (GT Report Page 41).

While the GT report details many recommendations, the steps achieved over the past several months have set a foundation to help spur future economic growth.

Incorporate Cost Reductions

The GT Report evaluated the City’s General Fund budget, and provided clear recommendations on ways the City could possibly reduce expenditures. The following has been achieved over the past several months:

- The adopted Fiscal Year 2026 General Fund budget represents a 4% decrease from the adopted Fiscal Year 2025 General Fund budget; moreover, it is anticipated that *actual* Fiscal Year 2025 General Fund expenditures will be 6% below the Fiscal Year 2025 *budgeted* amount (GT Report Page 34).
- In preparation of the Fiscal Year 2027 budget, staff has been engaging the public through “Our Orange Conversation” to hear public input as staff begins the budget development process (GT Report Pages 51-52).
- During the Fiscal Year 2027 budget development process, staff will utilize a Zero-based budgeting approach and evaluate current vacancies.
- Staff will also conduct a strategic planning session in January which will help guide the Fiscal Year 2027 budget direction (GT Report Pages 51-52).

Identify Opportunities for Revenue Enhancements

- Aside from promoting economic development to expand the City's tax base, staff completed the cost allocation and draft fee study and presented this to the City Council on September 9th. Staff received feedback from the City Council and public and will schedule a fee study session. The intent of the cost allocation and fee study is to ensure cost recovery, and where appropriate, reduce General Fund subsidies (GT Report Page 37).

- Evaluating investment management strategies to maximize the City's return within the parameters of the City's adopted Statement of Investment Policy (GT Report Page 38).

7. ATTACHMENTS

- Fiscal Years 2025-2030 Citywide Strategic Plan and Grant Thornton Advisors Report - Quarterly Update: December 9, 2025.

Agenda Item

Orange City Council

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- Fiscal Years 2025-2030 Citywide Strategic Plan and Grant Thornton Advisors Report - Quarterly Update: December 9, 2025.



City of Orange

Fiscal Years 2025-2030

Citywide Strategic Plan - December 9, 2025 Update

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Strategic Plan Update Executive Summary

Strategic plans are often the culmination of different, and at times, competing factors. On the one hand, effective strategic plans should identify clear goals and objectives that an agency intends to accomplish over a defined period. On the other hand, strategic plans should be flexible, avoiding a sole focus on the City's immediate needs. This suggests that effective strategic plans are holistically constructed, reflecting a considered understanding of short and long-term needs, as well as the changing conditions that often drive the City's focus and circumstances.

With Kelly Associates Management Group's assistance, the City developed and adopted the Fiscal Years 2025-2030 Citywide Strategic Plan (Plan) on November 26, 2024. The Plan is intended to be a "living document," adaptable and open to change as conditions call for its amendment. Annual Plan updates are envisioned to occur each January, and the Plan's adoption included a commitment to provide quarterly updates to the City Council and public thereby fostering progress and accountability.

The quarterly Plan updates include the Goal Action Plan with an additional column on the right hand side. This new column is entitled with the day that the respective updates are brought forward for City Council review. Although the Goal Action Plan is not an exhaustive objective list, it represents significant projects that will help the City take steps to achieve the six overarching community goals. Going forward, staff will continue to modify and update this column so the City may show which objectives have been completed, where progress has been made, and where the City is experiencing delays.



Mission

The City of Orange is committed to excellent service for our residents, businesses and visitors.

Vision

As an organization, the City of Orange is a leader in delivering the highest level of service to meet the current and future needs of our community.

Values

Teamwork
Working together to achieve common goals.

Excellence
Demanding the best from ourselves and others.

Accountability
We are accountable to the residents and taxpayers of the City of Orange and are committed to holding ourselves, and each other, to the highest moral and ethical standards of conduct and performance excellence.



The City's mission, vision, and values set the foundation of the Goal Action Plan.

Goal Action Plan

- **Mission**
- **Vision**
- **Values**

5

Fiscal Years 2025-2030 Citywide Strategic Plan Update: Goal Action Plan

The Goal Action Plan (GAP) is intended to guide the City Council and staff so the City of Orange may achieve the six goals identified in the Fiscal Years 2025-2030 Citywide Strategic Plan. As a part of the quarterly updates, the GAP identifies objectives, implementation strategies, timeframes, proposed funding sources, as well as an update column so the City Council and public may know what recent actions have been taken to accomplish each objective.

The objectives detailed in the GAP include the following information to ensure the City achieves each goal in an orderly fashion.

Table Definitions:

1. *Goals* - Overarching priorities the City Council identified and were further developed during the Special City Council meetings.
2. *Objective Number* - Number to identify a particular objective with the first number aligning with the Goal number (e.g., Goal 2 would start with 2.1). Objective numbers with an asterisk* denote those objectives the department(s) have deemed as a “Need” vs. a “Want”.
3. *Lead Departments* - The primary department(s) responsible for completing the objective.
4. *Objective* - Brief description of what the respective department(s) would like to achieve.
5. *Completion Timeframe* - Short-term (1 Year), Mid-Term (1-3 Years), Long-term (3-5 Years).
6. *Description and Status* - Additional information on what the objective entails and what the respective department(s) has done, or proposes to do, to complete the objective.
7. *Funding Source* - Identify which funds or other financing strategies the respective department(s) propose to complete the objective.
8. *December 9 Update* - A brief description of any significant updates since August 26, 2025.

GOAL 1: Maintain Strong Emergency and Safety Services

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*1.1	Police	Implementation of contractual parking enforcement services to manage parking violations and increase revenue	Short-term	• City Council approved third-party vendor contract on May 28, 2024. • Program and revenue updates will be provided during the quarterly Strategic Plan Updates.	General Fund	• Between August 16, 2025 - November 18, 2025, SP+ has issued 8,758 citations.
*1.2	Police	Increase technology to reduce crime	Short-term	• Utilize new Flock Safety contract to establish License Plate Reader (LPR) and live streaming PTZ camera technology to assist in reducing crime. • Acquire and utilize new technology to advance crime fighting abilities and move toward building and staffing a Real Time Crime Center (RTCC). • Seek additional funding through federal earmark requests or grants for additional equipment and systems.	Initial cost City Infrastructure Bond / Ongoing cost through Asset Seizure Funds and Federal Earmark and/or grant requests	• Ongoing - no significant update since August 26, 2025.
*1.3	Police	Replace mobile data computers in patrol fleet to maintain contemporary technology	Short-term	• Continue to assess longevity of computers and update system compatibility. • Updates on the number of mobile data computers replaced will be provided in Strategic Plan quarterly updates.	Asset Seizure Funds	• One hundred eight-eight (188) AXON AB4 Body Worn Cameras were delivered near the end of October to replace our previous AB3 versions. The new models have improved technology and features. • Nine (9) Virtual Reality headsets and three (3) tablets were delivered in mid-October to replace our existing and outdated models. The new models have improved capabilities and integrate with some of our other training equipment.



GOAL 1: Maintain Strong Emergency and Safety Services

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*1.4	Police	Engage public and private organizations to participate in Flock Safety security program	Short-term	• Promote Flock Safety security program via social media and community outreach to encourage participation of public and private organizations to provide video/photo evidence to solve crimes. • Progress updates will be provided quarterly in Strategic Plan Updates.	Private funding	• Crime Prevention Specialists have continued to engage with the community and HOA's to participate in the Flock Safety Program.
*1.5	Fire/ Emergency Management	Develop plans, policies, and procedures consistent with national standards	Short-term	• Evaluate emergency management planning software to ensure consistency with state and federal guidelines and regulations. • Annually update Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and Continuity of Government (COG) Plan.	Grants	• Ongoing - no significant update since August 26, 2025.
1.6	Police/ Community Services	Assist those Experiencing Homelessness	Short-term	• Continuous management and resource engagement with the local homeless population. • Address criminal law violations and quality of life issues impacting the community. • Seek to reduce number of individuals experiencing homelessness as demonstrated by lowering related calls for service and utilizing available shelters or housing for those who seek assistance. • Executed license agreement with HUB Resource Center (HRC) and will assist HRC to sustain operations beyond 2026.	General Fund / Grant Opportunities	• Between August 13, 2025 and November 18, 2025, the HEART Team and Homeless Outreach Specialist sheltered 51 people experiencing homelessness in the City of Orange.
1.7	Fire/ Emergency Management	Enhance Emergency Preparedness Education & Awareness	Short-term	• Develop and implement ongoing public awareness campaigns to educate residents about emergency preparedness. • Regularly assess the effectiveness of programs through surveys and community feedback.	General Fund	• Ongoing - no significant update since August 26, 2025.

GOAL 1: Maintain Strong Emergency and Safety Services

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
1.8	Fire/Emergency Management	Improve Emergency Response Infrastructure	Short-term	• Annually test emergency notifications for residents and businesses (i.e. AlertOC). • Test the Operational Area Radio to the County monthly. • Regularly assess infrastructure improvements and address any gaps. • Provide Strategic Plan quarterly updates to the City Council.	General Fund/ Grants	• Ongoing - no significant update since August 26, 2025.
*1.9	Police	Police facility improvements to the Field and Support Services Division to improve workflow	Mid-term	• Contract projects to include furniture replacement, upgraded lighting, paint, carpeting, and shower facilities.	Bonds, COPS Fund, and Police Facility Fund	• The furniture design and pricing is underway for our Traffic Bureau, Briefing Room, Sergeant's Office, and the Bike and HEART Team workspaces. • The new design will provide improved technology, increased power supply options, and better ergonomics and appropriation of workspaces.
*1.10	Fire/ Emergency Management	Strengthen Interagency Coordination and response.	Mid-term	• Completed facility shelter assessment at El Modena High School as a large capacity shelter. Updated MOU to be executed. • Establish Grijalva Sports Center as the designated city-owned facility for care and shelter. • Update MOU/MOAs with Point of Distribution/ Dispensing (POD) sites. • Evaluate interagency coordination bi-annually through joint exercises and drills.	General Fund	• Much of these tasks have been completed with no other significant changes since August 26, 2025.

GOAL 1: Maintain Strong Emergency and Safety Services

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*1.11	Police	Expand the employee wellness program	Long-term	• Continue to utilize our existing wellness grant to fund testing, critical incident debriefs, overall officer health, and psychological services. • Identify other grant opportunities to enhance employee wellness opportunities.	General Fund / Grants	• Ongoing - no significant update since August 26, 2025.
*1.12	Fire/ Emergency Management	Update the Local Hazard Mitigation Plan (LHMP) to enhance emergency management planning capabilities	Long-term	• Received Hazard Mitigation Grant Program (HMGP) grant totaling $159,990. • The Local Hazard Mitigation Plan will be updated by no later than April 2027. • Apply to the HMGP following the completion of the LHMP update to secure more funding for projects.	Grants	• The updated Local Hazard Mitigation Plan will soon be completed, placing the City well ahead of the April 2027 grant deadline.

GOAL 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*2.1	Community Development	Implement permitting software and online platform to improve the customer experience	Short-term	• Employ beta testing, utilizing software in a live environment to uncover deficiencies before general software release. • Anticipated to go live with software in FY25.	Building Records and Planning Documents	• The permitting software and online platform went live on Tuesday, February 18th, but has since been expanded to include the Fire Department, Public Works, and Community Services.
*2.2	Community Development/ City Attorney	Improve Design Review Process.	Short-term	• Draft guidelines of projects requiring DRC approval, staff approval, or are exempt from Design Review.	General Fund	• Per City Council direction, staff developed, and the City Council approved modifications to the Design Review Committee's purview on November 12th.
*2.3	Economic Development	Implement and develop a Shop Local Program	Short-term	• Worked with the Orange Chamber of Commerce to launch the Shop Local Program, Experience Orange. • Strategic Plan Quarterly updates will be provided to the City Council.	General Fund	• Ongoing. Staff is evaluating the program relative to sales tax revenues.
*2.4	Economic Development	Diversify tax revenue	Short-term	• Staff is having initial discussions with hotels and soliciting proposals from consultants to form a Tourism Improvement district, promoting Orange as a visitor destination. • Capitalize on adjacent projects (e.g., OC Vibe) to attract complementary developments that would generate additional sales tax or transient occupancy tax revenues. • Working with consultants to attract high quality retailers and to develop a design concept in the West Katella Area so it may serve as a gateway to Orange.	Redevelopment Bond Funds	• Staff is working with the County of Orange to finalize a option/lease agreement to utilize the Orange County Flood Control parcel adjacent to the Stadium Promenade north of West Katella Avenue.

GOAL 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*2.5	Economic Development/ Public Works	Form an Enhanced Infrastructure Financing District (EIFD)	Short-term	• Staff is working to begin the formation process which will take approximately 12 months. • Revenue will fund infrastructure improvements that support economic development in strategic areas of the City.	Redevelopment Bond Funds	• The EIFD was determined to be infeasible at this time. Staff has terminated the EIFD agreement with Kosmont Companies.
*2.6	Finance	Reduce subsidy from general tax revenues	Short-term	• Conduct an updated fee study and evaluate the current indirect cost allocation. • Identify subsidies that could be recovered. • Complete by FY25 and provide information to City Council in quarterly Strategic Plan updates.	General Fund	• Staff presented the draft fee study and cost allocation plan in September, and received Council feedback. • Staff is working on scheduling a fee study session and will incorporate the feedback for future Council consideration.
*2.7	Library Services	Develop and strengthen collaborative partnerships to provide and enhance high quality programs, resources, and spaces for the public.	Short-term	• Presented the 2024 OPL Comic Convention in September 2024. • Plan, coordinate, and present 2025 Summer Reading Club by June 2025. • Plan, coordinate, and present FY25 Adult Literacy Program by June 2025.	General Fund / Seeking Financial Support from Community Partners and Grants.	• Completed 2024 OPL Comic Convention. • Completed 2025 Summer Reading Club. • Completed FY25 Adult Literacy Program.
2.8	Finance/ City Attorney	Assess Procurement Policies	Short-term	• Review existing Citywide procurement policies and related municipal codes. • Gather neighboring agency procurement policies to identify trends and other practices while also considering best practices prescribed by the Government Finance Officers Association. • Adopt new procurement polices and municipal codes in FY25.	General Fund	• Staff developed an ordinance to increase purchasing thresholds for the City Council's consideration. This will help streamline City operations and bring the City in alignment with other larger Orange County cities.

GOAL 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*2.9	Finance	Create a fiscal sustainability plan	Mid-term	• Develop and implement a fiscal policy that promotes fiscal responsibility, sustainability, and best practices. • Create a framework and guidelines to assist staff during budget development and ongoing fiscal monitoring.	General Fund	• Completed - City Council adopted the financial management policies as well as the Statement of Investment Policy at the August 12, 2025 City Council meeting.
*2.10	Finance	Achieve and maintain 90% funding status for pension and OPEB	Mid-term	• Monitor and update the Pension Guidelines regularly. • Identify a mechanism to begin funding for OPEB. • Identify opportunities to pay down new unfunded liability. • Quarterly Strategic Plan updates will be provided.	Various Funds	• CalPERS reported a preliminary return of 11.6% net investment for the period ending June 30, 2025, exceeding the discount rate of 6.8%. • CalPERS Actuarial Valuation Reports shows the City funded at 91% for Safety and 95% for Miscellaneous Plans as of June 30, 2024.
*2.11	Finance	Upgrade the current financial system	Mid-term	• Begin implementation of a new financial system to improve efficiency, transparency, and accountability. • Rebuild the chart of accounts and business processes. • Enhance internal control and reduce human errors. • Review opportunities to consolidate financial systems.	Various Funds	• Phase 1 of the ERP, financial system, went live on July 7th. • Phase 2, Payroll and Human Resources, is underway and is anticipated to go live in October of 2026. • Phase 3, Utility Billing, is scheduled to kickoff in September and go live in July of 2026. • No other significant updates since August 26, 2025.
2.12	Community Development/ City Attorney	Update Zoning Ordinance for process clarity and improve efficiency for new businesses.	Mid-term	• Compile list of ordinances that need to be reviewed and updated. • Begin introducing new ordinances after FY25.	General Fund	• The City Council adopted Ordinance No. 13-25 streamlining the sale and service of alcohol for bona fide restaurants in certain zoning districts.

GOAL 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
2.13	Community Development	Expand upon permitting software.	Mid-term	• Add sign-in portal and monitors on walls after permitting software has been implemented. • Explore the potential and costs for a greeter.	General Fund / IT Fund	• Ongoing - no significant update since August 26, 2025.
2.14	City Manager/ Finance	Conduct citywide organizational audit	Mid-Term	• Budget in FY26 funds to hire a third-party auditor to review City operations to ensure the City is applying industry standard best practices in all departments.	General Fund	• Staff received multiple proposals for this services, and due to the overall costs, this project has been placed on hold.
2.15	Community Services	Park naming/ sponsorship program	Long-Term	• Evaluate potential of offering a park naming/sponsorship program as a source of revenue for future park projects.	Funding not identified	• Completed - Policies for 'Park Naming' and 'Park Asset Naming and Donations for New City Parks' were approved by Council in May 2025.



GOAL 3: Enhance Public Communication Strategy and Quality of Life

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*3.1	City Manager	Develop additional methods of communication and increase subscribers to City's communication forums	Short-term	• Continuously and actively promote online subscription opportunities currently available to Orange residents and increase the number of subscribers. • Incorporate other vehicles of messaging, including newsletters, pamphlets, Reddit, etc. • Increase the City's presence on social media including the number of videos, interactive posts, etc. on social media.	General Fund and collaboration with community partners.	• Worked with Economic Development on a marketing campaign to roll out new Old Towne maps. • Continued social media updates as paid parking implementation rolls forward.
*3.2	City Manager	Create unified messaging across departments	Short-term	• Meet regularly with other departments to collaborate on unified messaging. • Create citywide communications schedule to promote collaborative and uniform messaging in FY25.	General Fund	• Worked with City departments to develop a holistic social media campaign for Our Orange Conversation, encouraging residents and businesses to tell the City about their budget priorities. • Working with the City Attorney's Office to develop social media policy for consistency across all departments. • Worked with City departments to develop consistent maps across all webpages.
*3.3	City Manager/ Police Department/ Fire Department/ Emergency Management	Update Crisis Communication Plan and Create Citywide Communication Plan	Short-term	• Review best practices and contemporary plans utilized by other agencies. • Update and/or develop the City's crisis communication plan and Citywide communication plan by end of FY25.	General Fund	• Ongoing - no significant updates since August 26, 2025.

GOAL 3: Enhance Public Communication Strategy and Quality of Life

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
3.4	Library Services	Procure, protect, and celebrate Orange's history and archives.	Short-term	• Create a Disaster Preparedness Plan for the Library's History Center to protect and preserve archives by May 2025. • Add the Library's digital staff photograph collection into the Local History online collection for public access by December 2025.	General Fund / Seeking financial support from community partners and grants.	• Second draft completed of concurrent Pocket Response Plan. • Procured spill kit supplies. • In-depth batch loading training for staff completed. • Coordinated server access to facilitate uploading of photographs.
*3.5	Community Services	Complete new park on the West Side	Mid-Term	• Complete conceptual design in 2024. • Construction budgeted in FY25. • Coordinate with Orange County Flood Control to align park project with County levee project in 2025.	Redevelopment Agency Funds/Park Acquisition/ Federal Earmark	• Orange County Flood Control will now be constructing a flood wall along the levee instead of raising it to address safety concerns from OC Sheriff and OC Parks. Without a levee raise, there will no longer be a back slope along most of the future new park area. In response, the County's consultant had to draft revised design plans. The County is currently conducting internal review of the revised plans and have also sent them to Army Corps for their review. The County anticipates advertising in Spring 2026, with construction occurring from Summer 2026 to Summer 2027. New West Side Park construction can begin after County's levee project is complete.
*3.6	Community Services	Complete pickleball courts and fitness equipment project at Hart Park	Mid-term	• Finalize requirements with HUD to receive funding. • Award bid for construction by end of 2025.	Park Acquisition Fund and Federal Earmark	• Anticipate project completion in Winter 2026.
3.7	Community Services	Continue to offer high quality and efficient, city led recreation programs	Mid-term	• Evaluate current costs associated with summer, sports and drop-in programs, and facility and park rentals. • In progress as part of FY25	General Fund	• Advertised RFP for contracted services for Aquatics and Summer Youth Programs in November 2025. Staff are also working with the Park Planning and Community Events Commission to evaluate a feasible and cost-effective option for a 250th Celebration for summer 2026. Lastly, staff also met with youth sports groups in November 2025 to discuss proposed fees for field rentals.

GOAL 3: Enhance Public Communication Strategy and Quality of Life

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
3.8	Community Services	Complete new Skate Park at Grijalva Park.	Mid-Term	• Finalize design plans. • Construction expected to begin in 2025.	Capital Project Funds	• Advertising bid for construction in November 2025. Bids due in January 2026. • Award of construction to be submitted for Council approval in April 2026.
3.9	City Manager	City website refresh	Mid-term	• Work with existing vendor or identify new website provider to refresh and improve the City's website.	General Fund	• Ongoing - no significant update since August 26, 2025.
3.10	City Manager/ Community Development	Annex County Islands	Long-Term	• Work with Orange County LAFCO and County of Orange to determine City costs (and any County contributions) of annexing the City's County islands. • Detail costs and submit to City Council for discussion and direction.	General Fund	• Estimates show the cost to service the County islands will exceed the estimated revenue. • Staff will bring back an item in early 2026 to receive City Council direction on this matter.
3.11	City Manager/ Community Services	Former Villa Park Landfill Improvments	Long-Term	• Work with the County of Orange to identify feasible improvements to the former Villa Park Landfill with potential park uses as first priority.	General Fund	• In lieu of a park, the Orange County Waste and Recycling Department has offered a perimeter fence. • Given the area's natural and open space setting, staff does not recommend this project move forward.
3.12	Community Services/ Community Development/ City Manager	Evaluate potential of acquiring part of Santa Ana golf course (located in Orange) for future park site	Long-Term	• Schedule meetings with neighboring agencies to begin discussions on potential acquisition.	Funding not identified	• Ongoing - no significant update since August 26 2025.



GOAL 4: Improve Employee Retention and Recruitment

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*4.1	Human Resources	Develop and implement a comprehensive plan to market the City of Orange as an employer of choice	Short-term	• Draft a comprehensive marketing plan by working with the City's communications team. • Provide quarterly strategic plan updates to the City Council.	Various Funds	• Ongoing - no significant update since August 26, 2025.
*4.2	Human Resources	Create an inclusive work environment and build a diverse workforce	Short-term	• Conduct community/educational outreach within all districts of City in FY25. • Place advertisements within local newspapers and utilize Channel 3 as additional outreach. • Recognize and celebrate employee performance.	General Fund	• Human Resources is working in collaboration with Team Orange, the employee run organization focused on the growth and development of employees, to implement an annual awards ceremony to honor employee achievements throughout the year.
4.3	Human Resources	Reduce the City's time-to-hire employees	Short-term	• Condensed two background meetings to one. • Offer onsite Livescan at hiring events. • Review and update the City's hiring process to match best practices and industry standards by end of FY25.	General Fund	• Ongoing - no significant update since August 26, 2025
4.4	Human Resources	Develop Citywide Internship Program	Short-term	• Work with faculty at Chapman University and other local Public Administration Graduate Programs to update the existing internship program. • Work with participating universities to draw students to the City of Orange to build professional experience, and potentially future employment.	Various Funds	• For Fall 2025, the City hosted 5 interns spread through various departments with an anticipated end date of late December.

GOAL 4: Improve Employee Retention and Recruitment

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
4.5	Human Resources/ City Manager	Implement Succession Planning Strategies	Short-term	• Revive the Orange Leadership Academy to develop current management employees so they may step into key City leadership roles in the future. • Create methodologies to recognize and develop existing talent so they are prepared to serve in City leadership positions.	Various Funds	• Human Resources staff is planning a Fall 2026 Supervisor's Academy. One was previously held in Fall 2024.
*4.6	Human Resources	Support change management processes, embrace technology improvements, and digitalization.	Mid-term	• Convert to a completely electronic Personnel Action Form (PAF) system. • Update employee evaluation process. • Transition Open Enrollment to new software program. • Track required employee training through new software. • Anticipated to be incorporated by FY26.	General Fund	• Ongoing - no significant update since Augsut 26, 2025
*4.7	Human Resources	Conduct a full classification and compensation study	Long-term	• Request competitive proposals for a consultant to conduct a full classification and compensation study. • The intent of the study is to ensure pay equity and market alignment; reestablish minimum qualifications and job descriptions; consolidate the number of job titles; improve recruitment and retention; and identify career progression and professional development.	General Fund	• Ongoing - no significant update since August 26, 2025

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*5.1	Public Works	Update Facility Condition Assessment	Short-term	• Complete the Assessment to identify facility maintenance needs by end of FY25. • Study would provide analytics on expected useful life, facility replacement, and costs.	Various Funds	• Ongoing - no significant update since August 26, 2025.
*5.2	Public Works/ Economic Development	Complete Old Towne-West Orange Shuttle Feasibility Study	Short-term	• Final report completed in Fall 2024. • Identifies routes for local transit service connecting Old Towne to/from activity centers. • Will request implementation funding through OCTA.	M2 Funding	• Feasibility Study Completed. City will be submitting for reimbursement through OCTA.
*5.3	Public Works/ Economic Development	Deploy a micro transit service in and around Old Towne	Short-term	• City Council approved an MOU with ATN to provide $100,000 in funding to launch service. • Identify options to fund 18-month trial.	Redevelopment Bond Funds/Grants	• This MOU was terminated due to operational changes with ATN.
*5.4	Public Works/ Economic Development	Develop and implement Old Towne parking management program	Short-term	• Staff is finalizing an Old Towne parking management program which will include evaluating scenarios for paid parking. • Revenue from future program will support additional parking and other improvements including way finding signage to support businesses and economic development.	Parking Fees	• Payment kiosks and signage to be installed December 2025. • Tentative start scheduled for January 2026.

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*5.5	Public Works	Implement full master plan for renovation and reorganization of City Corp Yard	Short-term	• Multiple construction phases are expected over the next few years. • The first phase of construction began in Fall 2024.	Bond/General Fund/Sanitation/ Gas Tax	• The first phase of this project is complete. • Phase two will begin in FY26. • No other significant updates since August 26, 2025.
*5.6	Public Works	Develop an Active Transportation Plan	Short-term	• Plan development to begin in FY25 and will provide a roadmap for improving bicycle and pedestrian safety/mobility, including identifying candidate corridors to be converted into “complete streets.”	Federal Funding/ TSIP / Grants	• In October 2025, the City Council approved an agreement with Mark Thomas and Company, Inc. to develop a Citywide Active Transportation Plan.
*5.7	Public Works	Update Storm Drain Master Plan	Mid-term	• Identify third party consultant to develop master plan. • Master plan will provide information on needed improvements to address flooding issues and/or existing deficiencies.	FEMA/Sanitation Fund/General Fund	• Ongoing - no significant update since August 26, 2025.
*5.8	Public Works/ Community Development	Update Sewer Master Plan to coordinate with next General Plan update	Mid-Term	• A third-party consultant will be hired in FY26 or FY27 (dependent on General Plan update) to identify sewer system deficiencies while also providing analytics on expected useful life, sewer replacement, and costs.	Sanitation Fund	• Ongoing - no significant update since August 26, 2025.

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*5.9	Community Services	Identify costs and funding associated with maintaining new amenities	Mid-term	• Identify costs and funding sources to maintain new skate park, pickleball courts, new park in West Orange, Antepassado Park, and restroom building at El Modena Library/Basin.	Funding not yet identified	• Antepasado Park opened in October 2025. Public Works assumed responsibility and identified funding for ongoing maintenance. • El Modena Library/Basin restroom opened in April 2025 and Community Services identified funding for on-going maintenance.
*5.10	Community Services	Update Parks and Recreation Master Plan	Mid-term	• Funding request to be included in proposed FY26 CIP. • Master Plan completed by 2027.	Park Acquisition Fund	• Ongoing - no significant update since August 26, 2025.
*5.11	Community Services	Update Master Plan for Grijalva Park	Mid-Term	• Included in the FY25 CIP. • Set fundraising and operation goals/timelines for outside organizations (Library Foundation, GOCAT, and Senior Center) for proposed new facilities. • Complete plan by 2025.	Park Acquisition Fund	• Worked with Montrose and Kimley-Horne to establish a community outreach plan and revise the timeline for completion in order to account for GOCAT fundraising timelines. Revised Masterplan with the community's input has been incorporated. • Scheduled to be presented to Park Planning and Community Events Commission in Fall 2026, followed by a final Masterplan presented to Council in early 2027.
*5.12	Information Technology	Develop Citywide Information Technology Strategic Plan	Mid-term	• Develop comprehensive plan of needed technology services to effectively serve the community over the next decade by end of FY26 and assess current IT structure.	General Fund	• This item was intended to be folded into the Citywide Organizational Assessment which is now on hold. • Staff will evaluate the need for a comprehensive plan during the FY27 budget development process.

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
5.13	Public Works/ Community Services	Work Assessment Management System	Mid-term	• Work with consultant to track costs and labor associated with parks maintenance and plan for maintenance needs possibly by FY26.	Various Funds	• Ongoing - no significant update since August 26, 2025.
5.14	Public Works/ Economic Development	Identify opportunities to add landscape medians on arterial streets	Mid-term	• Evaluate and identify opportunities to beautify and add landscaping throughout the City. • Currently is conceptual and still planning course of action. • Quarterly updates will be provided to the City Council in Strategic Plan Updates.	Enhanced Infrastructure Financing District / Gas Tax / M2 Funds	• Ongoing - no significant update since August 26, 2025.
5.15	Public Works	Create Master Plan for EV charging infrastructure at City facilities	Long-term	• Budget funds to begin developing plan possibly in FY28. • The plan would evaluate all City facilities for EV readiness while conducting a gap analysis which could be used to guide future projects.	General Fund / Grants	• Ongoing - no significant update since August 26, 2025.
5.16	Public Works	Develop a Facility Energy Efficiency Master Plan	Long-term	• The plan would evaluate all City facilities energy usage and ways to save energy / cost. • Based on the findings, a course of action to improve efficiency would be developed. • Staff will consider options to develop plan.	General Fund / Grants	• Ongoing - no significant update since August 26, 2025.

GOAL 5: Improve Infrastructure, Mobility, and Technology

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
5.17	Public Works	Connect houses on septic to city sewer system	Long-Term	• Identify remaining homes currently on septic. • Engage property owners and identify funding strategies to possibly lessen homeowner costs to move onto City sewer system.	General Fund	• Ongoing - no significant update since August 26, 2025.
5.18	Public Works	Complete Santiago Creek Trail Extension	Long-term	• Phase 1 of project currently underway with construction completion anticipated in September 2027. • Staff continues to search for outside funding opportunities through OCTA and/or federal community project requests. • This final phase would complete the multipurpose trail.	California Active Transportation Program Funds / Grants / Federal earmark	• The City was awarded grant funding from OCTA for the environmental and engineering phases of this project, which will allow the City to compete for other grant opportunities to fund the construction phase of the project.
5.19	Public Works	Retaining wall resiliency	Long-term	• Catalogue homes with retaining walls vulnerable to natural disasters including earthquakes or significant rain events. • Engage property owners and identify funding strategies to possibly share costs in retrofitting and securing susceptible retaining walls.	General Fund	• Ongoing - no significant update since August 26, 2025.



GOAL 6: Ensure the Preservation of Historic Resources

Objective Number	Lead Departments	Objective	Completion Timeframe	Description and Status	Funding Source	December 9 Update
*6.1	Community Development/City Attorney	Develop Historic Preservation Ordinance	Mid-Term	• Develop a historic preservation ordinance that encourages adaptive uses, preserves architecturally and historically significant structures, and fosters civic pride. • Complete in FY26.	General Fund	• Per City Council direction, an agreement with Chattel, Inc. was executed on November 12th to assist in developing a historic preservation ordinance.
*6.2	City Manager/ Community Development/City Attorney	Become a Certified Local Government as recognized by the National Historic Preservation Act	Mid-Term	• Apply to become a Certified Local Government, helping secure funding and providing technical assistance to preserve historical assets. • Complete in FY26.	General Fund	• To become a Certified Local Government, the City must adopt a historic preservation ordinance. • Further progress will be made when the historic preservation ordinance is finalized.
*6.3	Community Development/ Fire	Develop comprehensive inventory of historical assets Citywide	Mid-Term	• Develop parameters on what constitutes a historical structure/asset by FY27. • Engage the community to provide input on potential historical assets by FY27. • Develop comprehensive list of historical assets for City Council consideration.	General Fund	• Will be developed as the historic preservation ordinance is created.



Agenda Item

Orange City Council

Item #: 10.5. 12/9/2025 **File #:** 25-0640

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Garrett Smith, City Treasurer**

1. SUBJECT
Investment Portfolio Update for July, August, and September of 2025.

2. SUMMARY
These reports provide a compilation of three-monthly Treasurer's Reports to the City Council for the first quarter of Fiscal Year 2025-2026. Included in the reports are an economic update and detail of the City's portfolio holdings, monthly transactions, and consolidated information on all cash and investments.

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND
On August 12, 2025, the Orange City Council adopted Resolution No. 25-0474, approving the City's Fiscal Year 2025-26 Statement of Investment Policy (Investment Policy) in accordance with California Government Code Sections 53600 et seq. Per the Investment Policy, three monthly investment reports are to be submitted to the City Council within 45 days following the end of the quarter.

As required by the City's present Investment Policy, the City Treasurer's report delineates all investments made by the City Treasurer for the City, its special funds, and the Successor Agency funds, by investment type and by broker.

The monthly Compliance Report certifying compliance of all investments with both the Government Code and the City's Investment Policy is included.

The Investment Portfolio Statement accurately reflects all investments held by the City and its agents as of the end of the month. The accompanying reports and investment strategies were reviewed by the Investment Committee on October 22, 2025. A summary of Treasurer's cash and investments is also included.

Summary of Cash and Investments:

The cash and investment report provides a summary of the cash and investment accounts held by the City as quarter ending September 30, 2025. As of September 30, 2025, the **book value** of the City's total investment portfolio was $144.4 million, of which $106.5 million, or 73.8%, was managed by Chandler Asset Management (Chandler), the City's investment manager. The remaining balance $37.9 million of the portfolio was managed by City staff of which $25.8 million was invested in the Local Agency Investment Fund (LAIF) and $12.1 million held in the City's operating checking account.

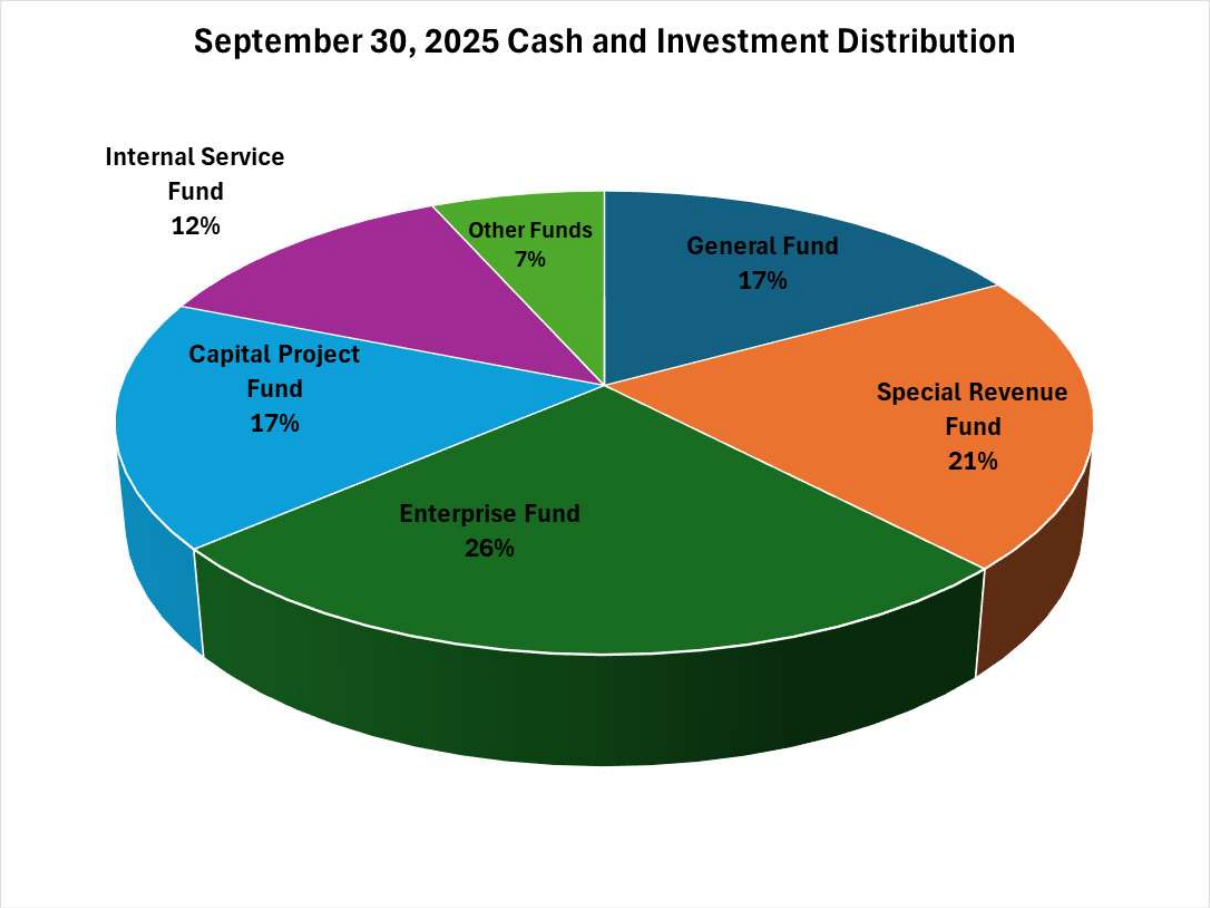
	Cash & Investments Balance[1]
Chandler Investments:	**$106,498,016**
LAIF, City:	**$20,218,598**
LAIF, Successor Agency:	**$5,585,932**
Wells Fargo Bank:	**$12,090,873**
Balance at 3/31/2025	**$144,393,418**

[(1)]Represents the bank balance. Includes operating cash and investments (valued at cost). Does not include deposits with administrator, imprest cash, fiscal agent cash and investments, and deferred compensation.

Pursuant to California Government Code Section 53646(b)(3), the City certifies that the reported cash and investment balances are sufficient to meet anticipated expenditures for the next six months.

In summary, cash and investments as of September 30, 2025, totaled $144.4 million. The City's balances by fund are presented in the Cash and Investment by Fund attachment.

Fund Categories	Amount	
General Fund	24,604,550	17%
Special Revenue Fund	29,921,691	21%
Enterprise Fund	37,512,416	26%
Capital Project Fund	25,001,645	17%
Internal Service Fund	17,680,955	12%
Other Funds	9,672,162	7%
	144,393,418	100.0%



The City invests a large portion of its portfolio in Federal Agency Securities and U.S. Treasury Notes due to safety and preservation of capital to prevent loss. The City also invests a portion of its funds in LAIF which offers same day liquidity. Additionally, the City invests in high quality corporate notes, asset backed securities, and supranational agency bonds to obtain higher yields and add diversity to the portfolio. As of September 30, 2025, the City investments consisted of the following and are compliant with the Investment Policy:

Investment Type	Book Value as of September 30, 2025	Percentage of Portfolio Investment by Type
Federal Agency Securities	23,615,052	73.76%
Corporate Notes	29,017,024	
Commercial Paper	1,967,026	
U.S. Treasury Notes	38,045,163	
Asset Backed Securities	10,994,170	
Supranational	2,598,477	
Money Market Fund	259,978	
Chandler Custodial Cash	1,125	
Local Agency Investment Fund City (LAIF 604)	20,218,598	17.87%
Local Agency Investment Fund Successor (LAIF 007)	5,585,932	
Checking Account/Custodial Cash (WF14)	581,083	8.37%
Checking Account/Custodial Cash (WF15)	11,037,499	
Checking Account/Custodial Cash (WF12)	472,291	
Total Investments	**144,393,418**	**100%**

Significant Cash Transactions:

The City's total cash decreased by about $23.1 million from the last quarter's total of $167.5 million. Total cash fluctuates over the course of the fiscal year due to cyclical events. All cash disbursements are within the FY 2024-25 and FY 2025-26 budget and all check registers are presented to the City Council monthly.

Treasurers' Comments:

Q1 FY26 showed slight upside from a benchmark perspective with 1.27% return vs 1.14% benchmark. We did not have much movement between sectors this quarter as majority of that took place last quarter with a greater shift into the US Treasury.

The investment portfolio as a whole, is in a healthy state and in full compliance with City and state regulations.

In addition to the investment portfolio being in good standing, we also saw dividends on our Wells Fargo side. The interest rates do fluctuate on a monthly basis, ranging from 3.97% to 4.17%, the values are below for reference:

July 2025 = $47,004

August 2025 = $49,296

September 2025 = $29,951

TOTAL = $126,251

7. ATTACHMENTS

- Chandler Monthly Investment Report July 2025
- Chandler Monthly Investment Report August 2025
- Chandler Monthly Investment Report September 2025
- Chandler Investment Report for the Period Ending September 30, 2025

Agenda Item

Orange City Council

Item #: 10.5. 12/9/2025 **File #:** 25-0640

TO: **Honorable Mayor and Members of the City Council**

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Garrett Smith, City Treasurer**

1. SUBJECT
Investment Portfolio Update for July, August, and September of 2025.

2. SUMMARY
These reports provide a compilation of three-monthly Treasurer's Reports to the City Council for the first quarter of Fiscal Year 2025-2026. Included in the reports are an economic update and detail of the City's portfolio holdings, monthly transactions, and consolidated information on all cash and investments.

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND
On August 12, 2025, the Orange City Council adopted Resolution No. 25-0474, approving the City's Fiscal Year 2025-26 Statement of Investment Policy (Investment Policy) in accordance with California Government Code Sections 53600 et seq. Per the Investment Policy, three monthly investment reports are to be submitted to the City Council within 45 days following the end of the quarter.

As required by the City's present Investment Policy, the City Treasurer's report delineates all investments made by the City Treasurer for the City, its special funds, and the Successor Agency funds, by investment type and by broker.

The monthly Compliance Report certifying compliance of all investments with both the Government Code and the City's Investment Policy is included.

The Investment Portfolio Statement accurately reflects all investments held by the City and its agents as of the end of the month. The accompanying reports and investment strategies were reviewed by the Investment Committee on October 22, 2025. A summary of Treasurer's cash and investments is also included.

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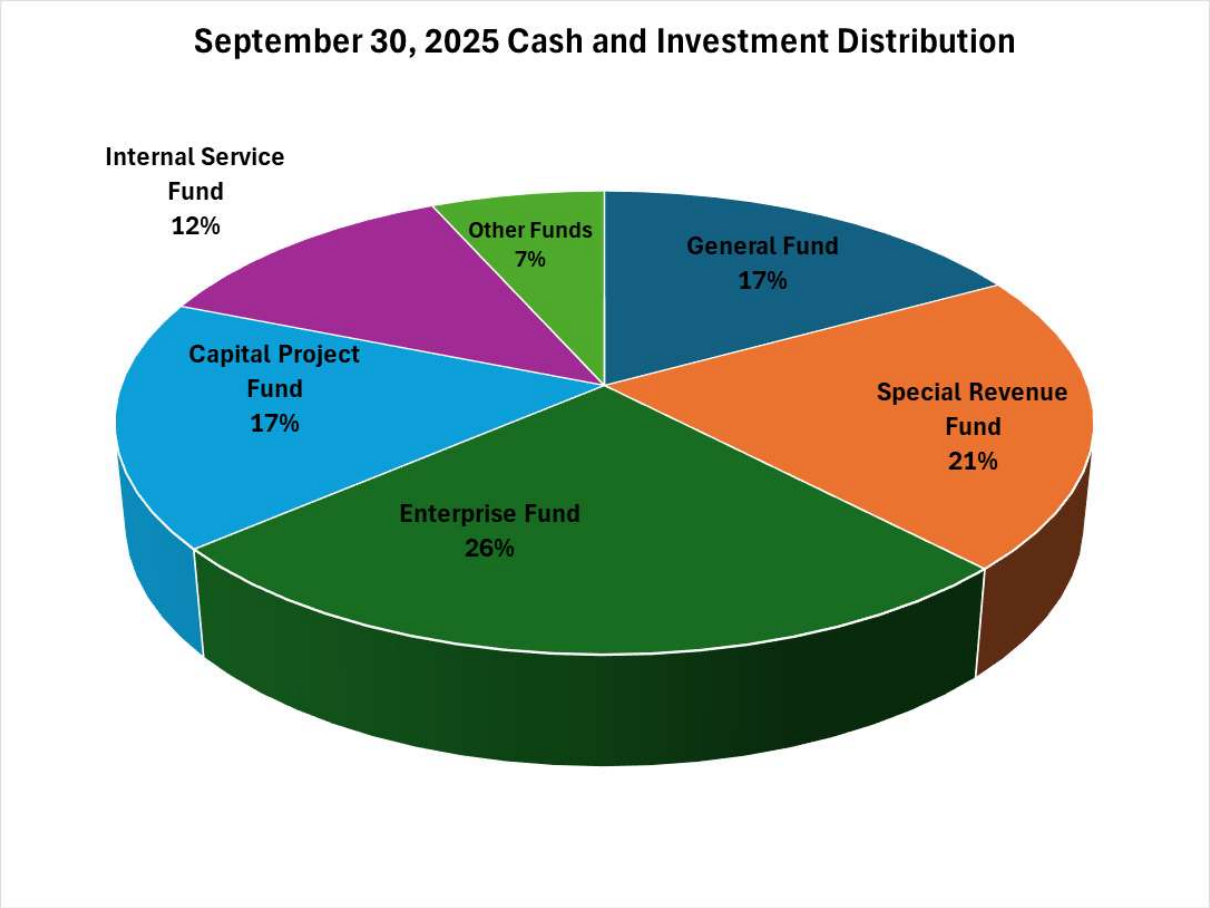
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CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Orange | Account #10888 | As of July 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Orange | Account #10888 | As of July 31, 2025

Portfolio Characteristics

Average Modified Duration	2.44
Average Coupon	3.35%
Average Purchase YTM	3.56%
Average Market YTM	4.18%
Average Credit Quality*	AA+
Average Final Maturity	2.86
Average Life	2.50

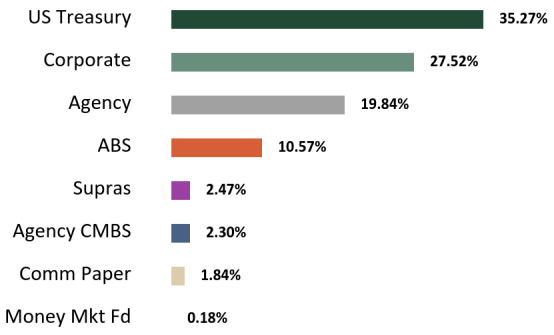
Account Summary

	End Values as of 06/30/2025	End Values as of 07/31/2025
Market Value	105,780,134.31	105,822,548.81
Accrued Interest	817,770.17	731,173.22
Total Market Value	**106,597,904.48**	**106,553,722.03**
Income Earned	406,770.66	312,279.06
Cont/WD	0.00	0.00
Par	105,846,920.85	106,234,176.26
Book Value	105,399,801.80	105,792,369.16
Cost Value	105,313,878.94	105,700,274.66

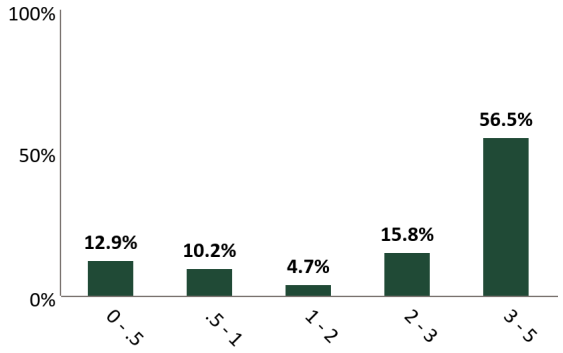
Top Issuers

Government of The United States	35.27%
Federal Home Loan Banks	8.37%
Federal Home Loan Mortgage Corp	7.54%
Toyota Motor Corporation	4.69%
Farm Credit System	3.93%
Apple Inc.	2.78%
International Bank for Recon and Dev	2.47%
FHLMC	2.30%

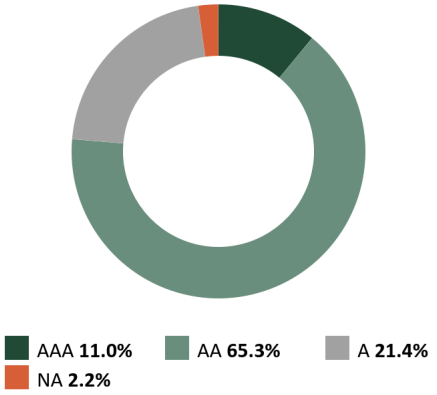
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/22)
City of Orange	(0.03%)	0.53%	3.34%	4.67%	5.33%	3.43%	--	--	1.70%
Benchmark Return	(0.14%)	0.23%	3.24%	4.38%	4.88%	2.96%	--	--	1.52%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:

RECONCILIATION SUMMARY

City of Orange | Account #10888 | As of July 31, 2025

Maturities / Calls

Month to Date	**(775,000.00)**
Fiscal Year to Date	**(775,000.00)**

Principal Paydowns

Month to Date	**(39,115.33)**
Fiscal Year to Date	**(39,115.33)**

Purchases

Month to Date	**2,372,126.28**
Fiscal Year to Date	**2,372,126.28**

Sales

Month to Date	**(1,183,093.27)**
Fiscal Year to Date	**(1,183,093.27)**

Interest Received

Month to Date	**390,212.51**
Fiscal Year to Date	**390,212.51**

Purchased / Sold Interest

Month to Date	**(8,125.00)**
Fiscal Year to Date	**(8,125.00)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	105,399,801.80	105,399,801.80
Maturities/Calls	(775,000.00)	(775,000.00)
Principal Paydowns	(39,115.33)	(39,115.33)
Purchases	2,372,126.28	2,372,126.28
Sales	(1,183,093.27)	(1,183,093.27)
Change in Cash, Payables, Receivables	861.17	861.17
Amortization/Accretion	16,788.50	16,788.50
Realized Gain (Loss)	0.01	0.01
Ending Book Value	105,792,369.15	105,792,369.15

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	105,780,134.31	105,780,134.31
Maturities/Calls	(775,000.00)	(775,000.00)
Principal Paydowns	(39,115.33)	(39,115.33)
Purchases	2,372,126.28	2,372,126.28
Sales	(1,183,093.27)	(1,183,093.27)
Change in Cash, Payables, Receivables	861.17	861.17
Amortization/Accretion	16,788.50	16,788.50
Change in Net Unrealized Gain (Loss)	(350,152.87)	(350,152.87)
Realized Gain (Loss)	0.01	0.01
Ending Market Value	105,822,548.81	105,822,548.81

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	104,638.74	02/16/2023 5.09%	104,619.29 104,630.69	100.19 4.61%	104,840.30 146.49	0.10% 209.61	Aaa/NA AAA	1.72 0.40
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	263,580.81	02/22/2023 3.39%	263,532.79 263,557.46	100.23 4.71%	264,199.01 586.91	0.25% 641.56	Aaa/NA AAA	2.29 0.66
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	430,000.00	02/05/2025 4.66%	429,949.26 429,957.07	100.42 4.40%	431,795.34 612.27	0.41% 1,838.26	NA/AAA AAA	2.56 1.38
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	131,853.60	07/11/2023 5.47%	131,830.24 131,840.58	100.57 4.46%	132,611.28 120.21	0.13% 770.69	NA/AAA AAA	2.57 0.54
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	330,000.00	04/24/2025 4.53%	329,970.20 329,972.76	100.25 4.42%	330,837.01 664.40	0.31% 864.25	NA/AAA AAA	2.71 1.68
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00	06/07/2023 4.92%	349,968.96 349,989.21	100.38 4.42%	351,341.06 757.56	0.33% 1,351.85	NA/AAA AAA	0.79 0.76
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	985,000.00	-- 4.80%	985,558.36 985,510.63	100.38 4.39%	988,694.14 1,378.45	0.93% 3,183.52	NA/AAA AAA	2.81 1.57
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	330,000.00	11/01/2023 5.74%	329,941.89 329,963.66	100.91 4.56%	332,988.15 519.75	0.31% 3,024.49	Aaa/NA AAA	2.89 0.75
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,060,000.00	09/07/2023 5.23%	1,059,706.17 1,059,816.50	100.91 4.36%	1,069,680.87 2,430.93	1.01% 9,864.38	NA/AAA AAA	3.13 1.07
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	1,055,000.00	09/12/2023 5.29%	1,054,952.84 1,054,982.29	100.96 4.39%	1,065,154.38 2,452.29	1.01% 10,172.08	NA/AAA AAA	1.13 1.07
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	450,000.00	06/04/2024 5.18%	449,931.65 449,948.17	100.93 4.40%	454,169.66 388.50	0.43% 4,221.48	Aaa/AAA NA	3.57 1.10
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	510,000.00	06/11/2024 5.81%	509,900.30 509,923.86	101.23 4.48%	516,278.30 1,178.67	0.49% 6,354.45	Aaa/NA AAA	3.62 1.56
44934QAD3	HART 2024-B A3 4.84 03/15/2029	285,000.00	07/16/2024 5.45%	284,956.99 284,966.45	100.64 4.40%	286,835.34 613.07	0.27% 1,868.89	NA/AAA AAA	3.62 1.32
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	630,000.00	08/09/2024 4.66%	629,901.03 629,921.44	100.25 4.43%	631,593.40 799.75	0.60% 1,671.96	Aaa/NA AAA	3.64 1.33
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	530,000.00	05/14/2025 4.66%	529,935.39 529,938.65	100.66 4.36%	533,487.40 1,085.91	0.50% 3,548.75	NA/AAA AAA	3.71 2.19
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	505,000.00	06/06/2024 4.93%	504,971.67 504,978.28	101.20 4.27%	511,036.92 1,106.51	0.48% 6,058.64	Aaa/AAA NA	3.79 1.68
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	500,000.00	03/04/2025 5.09%	499,968.55 499,971.27	99.82 4.34%	499,088.15 940.00	0.47% (883.12)	Aaa/NA AAA	4.13 2.39

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	795,000.00	02/04/2025 4.57%	794,975.51 794,978.00	100.64 4.25%	800,091.26 1,009.21	0.76% 5,113.26	NA/AAA AAA	4.14 1.74
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	680,000.00	02/04/2025 4.56%	679,933.02 679,939.77	100.42 4.34%	682,854.44 516.80	0.65% 2,914.66	Aaa/AAA NA	4.15 1.57
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	560,000.00	10/17/2024 4.29%	559,916.78 559,929.65	100.18 4.24%	561,023.12 1,067.73	0.53% 1,093.47	Aaa/AAA NA	4.21 2.06
44935CAD3	HART 2025-A A3 4.32 10/15/2029	635,000.00	03/04/2025 4.84%	634,906.34 634,914.27	100.15 4.28%	635,942.98 1,219.20	0.60% 1,028.71	NA/AAA AAA	4.21 1.98
Total ABS		**11,120,073.15**	**4.91%**	**11,119,327.23 11,119,630.66**	**100.58 4.38%**	**11,184,542.50 19,594.61**	**10.57% 64,911.84**		**3.19 1.47**
AGENCY									
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00	10/28/2020 0.60%	8,050,000.00 8,050,000.00	99.08 4.45%	7,975,720.72 12,477.50	7.54% (74,279.28)	Aa1/AA+ AA+	0.24 0.24
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00	07/29/2021 0.90%	5,010,000.00 5,000,000.00	96.79 4.23%	4,839,691.40 250.00	4.57% (160,308.60)	Aa1/AA+ AA+	0.99 0.97
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	2,000,000.00	03/27/2023 3.81%	2,045,720.00 2,021,711.40	100.64 4.06%	2,012,741.10 33,055.56	1.90% (8,970.30)	Aa1/AA+ AA+	2.13 1.98
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	2,000,000.00	07/24/2023 4.15%	1,921,180.00 1,953,840.95	98.29 3.89%	1,965,712.70 9,388.89	1.86% 11,871.75	Aa1/AA+ AA+	2.86 2.68
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	2,000,000.00	01/29/2024 4.05%	2,060,660.00 2,041,887.54	102.61 3.91%	2,052,134.06 13,986.11	1.94% 10,246.52	Aa1/AA+ AA+	3.36 3.06
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	2,100,000.00	04/29/2024 4.70%	2,104,263.00 2,103,193.75	102.38 4.06%	2,149,888.21 25,214.58	2.03% 46,694.46	Aa1/AA+ AA+	3.75 3.37
Total Agency		**21,150,000.00**	**2.07%**	**21,191,823.00 21,170,633.64**	**99.31 4.22%**	**20,995,888.19 94,372.64**	**19.84% (174,745.46)**		**1.50 1.40**
AGENCY CMBS									
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	1,140,000.00	06/11/2025 4.29%	1,066,122.66 1,068,332.26	93.84 4.25%	1,069,753.54 2,465.25	1.01% 1,421.29	Aa1/AA+ AAA	4.15 3.76
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,500,000.00	06/12/2025 4.23%	1,365,820.31 1,369,459.90	91.11 4.27%	1,366,666.80 2,586.25	1.29% (2,793.10)	Aa1/AA+ AAA	4.49 4.16
Total Agency CMBS		**2,640,000.00**	**4.26%**	**2,431,942.97 2,437,792.16**	**92.31 4.26%**	**2,436,420.34 5,051.50**	**2.30% (1,371.82)**		**4.34 3.98**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	2,592.31	--	2,592.31 2,592.31	1.00 0.00%	2,592.31 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**2,592.31**		**2,592.31** **2,592.31**	**1.00** **0.00%**	**2,592.31** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
COMMERCIAL PAPER									
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00	05/23/2025 4.41%	1,936,898.89 1,952,555.56	97.58 4.53%	1,951,672.00 0.00	1.84% (883.56)	P-1/A-1 NA	0.55 0.55
Total Commercial Paper		**2,000,000.00**	**4.41%**	**1,936,898.89** **1,952,555.56**	**97.58** **4.53%**	**1,951,672.00** **0.00**	**1.84%** **(883.56)**		**0.55** **0.55**
CORPORATE									
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,001,060.27	99.24 4.49%	4,961,838.75 11,666.67	4.69% (39,221.52)	A1/A+ A+	0.21 0.21
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00	10/20/2022 5.50%	494,336.70 494,945.48	100.22 4.49%	496,091.35 6,819.31	0.47% 1,145.87	A2/A- A	0.25 0.24
037833EB2	APPLE INC 0.7 02/08/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,971.76	98.17 4.29%	2,945,247.36 10,091.67	2.78% (54,724.40)	Aaa/AA+ NA	0.53 0.51
713448FQ6	PEPSICO INC 4.55 02/13/2026	195,000.00	02/13/2023 4.57%	194,886.90 194,979.74	100.03 4.50%	195,049.28 4,140.50	0.18% 69.54	A1/A+ NA	0.54 0.43
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00	02/13/2023 4.77%	469,689.80 469,942.26	100.08 4.59%	470,396.12 9,922.22	0.44% 453.86	A3/A- A-	0.56 0.45
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	505,000.00	09/05/2023 5.18%	504,641.45 504,868.16	100.93 4.28%	509,686.59 10,330.76	0.48% 4,818.43	A1/A A+	1.11 1.04
713448FW3	PEPSICO INC 5.125 11/10/2026	380,000.00	11/08/2023 5.13%	379,897.40 379,956.38	101.03 4.28%	383,919.84 4,381.88	0.36% 3,963.46	A1/A+ NA	1.28 1.13
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	1,000,000.00	03/30/2023 4.91%	991,550.00 995,982.62	100.58 4.41%	1,005,818.25 17,886.11	0.95% 9,835.63	A2/A- AA-	2.12 1.89
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	1,000,000.00	03/30/2023 4.95%	997,990.00 998,972.00	101.41 4.29%	1,014,079.72 2,586.11	0.96% 15,107.72	A1/A AA-	2.45 2.28
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	1,250,000.00	06/27/2024 5.30%	1,206,175.00 1,224,856.81	98.93 5.21%	1,236,572.99 1,460.56	1.17% 11,716.18	A1/A- AA-	2.47 1.41

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
713448FL7	PEPSICO INC 3.6 02/18/2028	1,500,000.00	03/27/2024 4.49%	1,452,735.00 1,469,055.05	98.86 4.07%	1,482,964.68 24,450.00	1.40% 13,909.63	A1/A+ NA	2.55 2.37
857477CU5	STATE STREET CORP 4.536 02/28/2028	1,285,000.00	02/25/2025 4.51%	1,285,000.00 1,285,000.00	100.68 4.25%	1,293,758.70 24,772.23	1.22% 8,758.70	Aa3/A AA-	2.58 2.29
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,250,000.00	09/26/2024 3.76%	1,261,775.00 1,258,980.93	99.88 4.10%	1,248,466.65 10,406.25	1.18% (10,514.28)	Aa3/A+ NA	2.80 2.60
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	1,000,000.00	05/28/2024 5.05%	967,180.00 975,501.38	99.39 4.44%	993,853.17 1,888.89	0.94% 18,351.79	A2/A+ A	3.46 3.17
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	1,200,000.00	03/27/2024 4.70%	1,194,684.00 1,196,158.66	101.07 4.27%	1,212,836.26 153.33	1.15% 16,677.59	A1/A+ NA	3.50 3.20
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/27/2024 4.84%	1,250,650.00 1,250,461.85	101.97 4.25%	1,274,660.00 26,102.43	1.20% 24,198.15	A1/AA- NA	3.57 3.12
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/27/2024 4.82%	1,245,987.50 1,246,865.72	101.62 4.29%	1,270,301.94 5,937.50	1.20% 23,436.22	A2/A A	3.90 3.45
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	705,000.00	08/12/2024 4.25%	703,456.05 703,753.68	99.96 4.21%	704,746.02 13,735.75	0.67% 992.34	Aa3/A+ NA	4.04 3.61
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	1,250,000.00	09/26/2024 4.08%	1,280,725.00 1,275,323.57	101.29 4.30%	1,266,117.79 26,802.08	1.20% (9,205.79)	A2/A A	4.04 3.51
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	1,300,000.00	11/26/2024 4.67%	1,272,336.00 1,276,209.59	99.08 4.42%	1,288,093.05 18,863.54	1.22% 11,883.47	Aa1/AA+ NA	4.16 3.72
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	830,000.00	12/02/2024 4.61%	829,526.90 829,588.82	100.69 4.42%	835,714.43 5,939.11	0.79% 6,125.61	Aa1/AA+ AAA	4.35 3.88
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	960,000.00	01/06/2025 4.84%	958,147.20 958,355.21	101.95 4.31%	978,692.11 2,944.00	0.92% 20,336.90	A2/A A+	4.44 3.96
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	820,000.00	01/02/2025 4.95%	818,310.80 818,499.52	101.70 4.47%	833,924.59 2,455.44	0.79% 15,425.08	Aa3/AA- AA-	4.44 3.95
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	-- 4.90%	1,202,338.00 1,202,308.78	101.66 4.53%	1,219,880.50 3,465.00	1.15% 17,571.72	Aa3/AA+ AA+	4.45 3.95
Total Corporate		**29,095,000.00**	**3.63%**	**28,986,748.70 29,011,598.24**	**100.11 4.38%**	**29,122,710.13 247,201.34**	**27.52% 111,111.89**		**2.41 2.13**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	191,510.80	-- 3.92%	191,510.80 191,510.80	1.00 3.92%	191,510.80 0.00	0.18% 0.00	Aaa/ AAAm AAA	0.00 0.00

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Money Market Fund		**191,510.80**	**3.92%**	**191,510.80**	**1.00**	**191,510.80**	**0.18%**		**0.00**
				191,510.80	**3.92%**	**0.00**	**0.00**		**0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	2,000,000.00	07/24/2023	1,938,380.00	98.78	1,975,646.96	1.87%	Aaa/AAA	2.95
			4.19%	1,963,429.06	3.94%	3,694.44	12,217.90	NA	2.77
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	635,000.00	03/14/2025	632,733.05	100.64	639,076.69	0.60%	Aaa/AAA	4.64
			4.20%	632,899.41	3.97%	9,531.61	6,177.28	NA	4.13
Total Supranational		**2,635,000.00**	**4.20%**	**2,571,113.05**	**99.24**	**2,614,723.65**	**2.47%**		**3.36**
				2,596,328.47	**3.95%**	**13,226.06**	**18,395.19**		**3.10**
US TREASURY									
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	3,000,000.00	09/30/2021	2,980,546.88	96.32	2,889,726.57	2.73%	Aa1/AA+	1.17
			1.01%	2,995,472.30	4.14%	8,821.72	(105,745.73)	AA+	1.13
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,000,000.00	--	998,446.60	99.34	993,398.44	0.94%	Aa1/AA+	2.67
			3.68%	998,690.38	3.89%	12,182.38	(5,291.94)	AA+	2.48
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	12/28/2023	1,935,078.13	97.64	1,952,734.38	1.85%	Aa1/AA+	3.29
			3.86%	1,956,233.27	3.90%	13,247.28	(3,498.89)	AA+	3.07
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,200,000.00	03/27/2024	2,206,617.19	101.14	2,225,093.75	2.10%	Aa1/AA+	3.58
			4.18%	2,204,810.16	3.90%	39,127.72	20,283.59	AA+	3.24
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,200,000.00	05/28/2024	2,161,156.25	100.72	2,215,898.43	2.09%	Aa1/AA+	3.67
			4.53%	2,170,586.91	3.91%	30,497.95	45,311.53	AA+	3.33
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	--	2,042,382.82	102.45	2,049,062.50	1.94%	Aa1/AA+	3.75
			4.13%	2,033,749.28	3.91%	23,376.36	15,313.22	AA+	3.38
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	2,200,000.00	06/13/2024	2,224,578.13	102.05	2,245,117.18	2.12%	Aa1/AA+	3.83
			4.25%	2,218,976.16	3.92%	16,770.49	26,141.02	AA+	3.47
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/26/2024	2,038,515.62	100.29	2,005,781.24	1.90%	Aa1/AA+	4.00
			3.56%	2,031,805.89	3.92%	217.39	(26,024.65)	AA+	3.66
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	10/30/2024	1,915,156.25	97.03	1,940,546.88	1.83%	Aa1/AA+	4.08
			4.10%	1,928,327.46	3.92%	26,154.89	12,219.42	AA+	3.74
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	2,200,000.00	10/30/2024	2,177,828.13	99.82	2,195,960.93	2.08%	Aa1/AA+	4.17
			4.10%	2,181,212.58	3.92%	28,649.59	14,748.35	AA+	3.76
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	2,500,000.00	04/29/2025	2,523,535.16	100.28	2,506,933.60	2.37%	Aa1/AA+	4.25
			3.77%	2,522,204.60	3.93%	25,271.74	(15,271.00)	AA+	3.84

HOLDINGS REPORT

City of Orange | Account #10888 | As of July 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	2,400,000.00	12/27/2024 4.45%	2,366,062.50 2,370,106.28	100.76 3.93%	2,418,187.49 16,770.49	2.29% 48,081.21	Aa1/AA+ AA+	4.33 3.91
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	2,500,000.00	04/29/2025 3.78%	2,550,488.28 2,547,785.11	101.26 3.94%	2,531,445.30 288.72	2.39% (16,339.81)	Aa1/AA+ AA+	4.50 4.06
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	-- 4.02%	2,697,195.31 2,697,381.30	100.27 3.93%	2,707,277.34 45,195.65	2.56% 9,896.03	Aa1/AA+ AA+	4.58 4.08
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	2,500,000.00	04/29/2025 3.80%	2,480,664.06 2,481,665.31	98.61 3.95%	2,465,332.03 30,455.94	2.33% (16,333.28)	Aa1/AA+ AA+	4.67 4.20
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	2,700,000.00	05/29/2025 4.03%	2,681,542.97 2,682,190.40	99.70 3.94%	2,691,773.42 26,440.56	2.54% 9,583.02	Aa1/AA+ AA+	4.75 4.26
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	1,300,000.00	07/30/2025 3.95%	1,288,523.44 1,288,529.94	99.09 3.96%	1,288,219.40 8,258.20	1.22% (310.54)	Aa1/AA+ AA+	4.83 4.35
Total US Treasury		**37,400,000.00**	**3.79%**	**37,268,317.72** **37,309,727.32**	**99.82** **3.94%**	**37,322,488.88** **351,727.07**	**35.27%** **12,761.56**		**3.90** **3.53**
Total Portfolio		**106,234,176.26**	**3.56%**	**105,700,274.66** **105,792,369.16**	**99.47** **4.18%**	**105,822,548.81** **731,173.22**	**100.00%** **30,179.65**		**2.86** **2.44**
Total Market Value + Accrued						**106,553,722.03**			

TRANSACTION LEDGER

City of Orange | Account #10888 | As of July 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/02/2025	31846V203	1,731.18	FIRST AMER:GVT OBLG Y	1.000	3.95%	(1,731.18)	0.00	(1,731.18)	0.00
Purchase	07/08/2025	31846V203	23,040.00	FIRST AMER:GVT OBLG Y	1.000	3.91%	(23,040.00)	0.00	(23,040.00)	0.00
Purchase	07/09/2025	31846V203	20,090.00	FIRST AMER:GVT OBLG Y	1.000	3.91%	(20,090.00)	0.00	(20,090.00)	0.00
Purchase	07/10/2025	31846V203	29,700.00	FIRST AMER:GVT OBLG Y	1.000	3.91%	(29,700.00)	0.00	(29,700.00)	0.00
Purchase	07/14/2025	31846V203	35,000.00	FIRST AMER:GVT OBLG Y	1.000	3.90%	(35,000.00)	0.00	(35,000.00)	0.00
Purchase	07/14/2025	31846V203	24,500.00	FIRST AMER:GVT OBLG Y	1.000	3.90%	(24,500.00)	0.00	(24,500.00)	0.00
Purchase	07/15/2025	31846V203	61,470.96	FIRST AMER:GVT OBLG Y	1.000	3.91%	(61,470.96)	0.00	(61,470.96)	0.00
Purchase	07/15/2025	31846V203	2,036.08	FIRST AMER:GVT OBLG Y	1.000	3.91%	(2,036.08)	0.00	(2,036.08)	0.00
Purchase	07/17/2025	31846V203	793,131.13	FIRST AMER:GVT OBLG Y	1.000	3.92%	(793,131.13)	0.00	(793,131.13)	0.00
Purchase	07/21/2025	31846V203	6,787.03	FIRST AMER:GVT OBLG Y	1.000	3.90%	(6,787.03)	0.00	(6,787.03)	0.00
Purchase	07/21/2025	31846V203	42,281.11	FIRST AMER:GVT OBLG Y	1.000	3.90%	(42,281.11)	0.00	(42,281.11)	0.00
Purchase	07/25/2025	31846V203	21,335.35	FIRST AMER:GVT OBLG Y	1.000	3.89%	(21,335.35)	0.00	(21,335.35)	0.00
Purchase	07/29/2025	31846V203	22,500.00	FIRST AMER:GVT OBLG Y	1.000	3.94%	(22,500.00)	0.00	(22,500.00)	0.00
Purchase	07/31/2025	91282CHF1	1,300,000.00	UNITED STATES TREASURY 3.75 05/31/2030	99.117	3.95%	(1,288,523.44)	(8,125.00)	(1,296,648.44)	0.00
Total Purchase			**2,383,602.84**				**(2,372,126.28)**	**(8,125.00)**	**(2,380,251.28)**	**0.00**
TOTAL ACQUISITIONS			**2,383,602.84**				**(2,372,126.28)**	**(8,125.00)**	**(2,380,251.28)**	**0.00**
DISPOSITIONS										
Sale	07/07/2025	31846V203	(6,456.64)	FIRST AMER:GVT OBLG Y	1.000	3.91%	6,456.64	0.00	6,456.64	0.00
Sale	07/24/2025	31846V203	(713.19)	FIRST AMER:GVT OBLG Y	1.000	3.88%	713.19	0.00	713.19	0.00
Sale	07/31/2025	31846V203	(1,175,923.44)	FIRST AMER:GVT OBLG Y	1.000	3.92%	1,175,923.44	0.00	1,175,923.44	0.00
Total Sale			**(1,183,093.27)**				**1,183,093.27**	**0.00**	**1,183,093.27**	**0.00**
TOTAL DISPOSITIONS			**(1,183,093.27)**				**1,183,093.27**	**0.00**	**1,183,093.27**	**0.00**
OTHER TRANSACTIONS										

TRANSACTION LEDGER

City of Orange | Account #10888 | As of July 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Call Redemption	07/17/2025	61747YET8	(775,000.00)	MORGAN STANLEY 4.679 07/17/2026	100.000	5.76%	775,000.00	0.00	775,000.00	0.00
Total Call Redemption			**(775,000.00)**				**775,000.00**	**0.00**	**775,000.00**	**0.00**
Coupon	07/01/2025	3137FPJG1	0.00	FHMS K-099 A2 2.595 09/25/2029		4.29%	2,465.25	0.00	2,465.25	0.00
Coupon	07/01/2025	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.23%	2,586.25	0.00	2,586.25	0.00
Coupon	07/08/2025	14913UAX8	0.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		4.84%	23,040.00	0.00	23,040.00	0.00
Coupon	07/09/2025	59217GFT1	0.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		4.95%	20,090.00	0.00	20,090.00	0.00
Coupon	07/10/2025	57629TBV8	0.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		4.90%	29,700.00	0.00	29,700.00	0.00
Coupon	07/12/2025	78016FZW7	0.00	ROYAL BANK OF CANADA 4.9 01/12/2028		4.95%	24,500.00	0.00	24,500.00	0.00
Coupon	07/12/2025	459058KT9	0.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		4.19%	35,000.00	0.00	35,000.00	0.00
Coupon	07/15/2025	47786WAD2	0.00	JDOT 2024-B A3 5.2 03/15/2029		5.81%	2,210.00	0.00	2,210.00	0.00
Coupon	07/15/2025	44934QAD3	0.00	HART 2024-B A3 4.84 03/15/2029		5.45%	1,149.50	0.00	1,149.50	0.00
Coupon	07/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	4,598.04	0.00	4,598.04	0.00
Coupon	07/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	4,558.00	0.00	4,558.00	0.00
Coupon	07/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		5.09%	1,762.50	0.00	1,762.50	0.00

TRANSACTION LEDGER

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	07/15/2025	91324PEU2	0.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		5.05%	21,250.00	0.00	21,250.00	0.00
Coupon	07/15/2025	05522RDJ4	0.00	BACCT 2024-1 A 4.93 05/15/2029		4.93%	2,074.71	0.00	2,074.71	0.00
Coupon	07/15/2025	02582JJZ4	0.00	AMXCA 2023-1 A 4.87 05/15/2026		4.92%	1,420.42	0.00	1,420.42	0.00
Coupon	07/15/2025	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.84%	2,286.00	0.00	2,286.00	0.00
Coupon	07/15/2025	58768YAD7	0.00	MBALT 2025-A A3 4.61 04/16/2029		4.66%	2,036.08	0.00	2,036.08	0.00
Coupon	07/15/2025	44935DAD1	0.00	HALST 2025-B A3 4.53 04/17/2028		4.53%	1,245.75	0.00	1,245.75	0.00
Coupon	07/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.29%	2,002.00	0.00	2,002.00	0.00
Coupon	07/15/2025	47800CAC0	0.00	JDOT 2023 A3 5.01 11/15/2027		3.39%	1,166.20	0.00	1,166.20	0.00
Coupon	07/17/2025	61747YET8	0.00	MORGAN STANLEY 4.679 07/17/2026		5.76%	18,131.13	0.00	18,131.13	0.00
Coupon	07/20/2025	06051GGF0	0.00	BANK OF AMERICA CORP 3.824 01/20/2028		5.30%	23,900.00	0.00	23,900.00	0.00
Coupon	07/20/2025	362962AD4	0.00	GMALT 2025-2 A3 4.58 05/22/2028		4.80%	3,759.41	0.00	3,759.41	0.00
Coupon	07/20/2025	36271VAD9	0.00	GMALT 2025-1 A3 4.66 02/21/2028		4.66%	1,669.83	0.00	1,669.83	0.00
Coupon	07/21/2025	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	1,559.25	0.00	1,559.25	0.00
Coupon	07/21/2025	43815JAC7	0.00	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	490.98	0.00	490.98	0.00
Coupon	07/21/2025	43813YAC6	0.00	HAROT 2024-3 A3 4.57 03/21/2029		4.66%	2,399.25	0.00	2,399.25	0.00
Coupon	07/21/2025	43814VAC1	0.00	HAROT 2025-1 A3 4.57 09/21/2029		4.57%	3,027.62	0.00	3,027.62	0.00
Coupon	07/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	651.66	0.00	651.66	0.00

TRANSACTION LEDGER

City of Orange | Account #10888 | As of July 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	07/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	1,942.50	0.00	1,942.50	0.00
Coupon	07/25/2025	096924AD7	0.00	BMWOT 2025-A A3 4.56 09/25/2029		4.56%	2,584.00	0.00	2,584.00	0.00
Coupon	07/29/2025	3130ANDF4	0.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		0.90%	22,500.00	0.00	22,500.00	0.00
Coupon	07/31/2025	69371RS80	0.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		4.70%	27,600.00	0.00	27,600.00	0.00
Coupon	07/31/2025	91282CMG3	0.00	UNITED STATES TREASURY 4.25 01/31/2030		3.78%	53,125.00	0.00	53,125.00	0.00
Coupon	07/31/2025	91282CLC3	0.00	UNITED STATES TREASURY 4.0 07/31/2029		3.56%	40,000.00	0.00	40,000.00	0.00
Total Coupon			**0.00**				**388,481.33**	**0.00**	**388,481.33**	**0.00**
Custody Fee	07/24/2025	CCYUSD	(713.19)	Cash		0.00%	(713.19)	0.00	(713.19)	0.00
Total Custody Fee			**(713.19)**				**(713.19)**	**0.00**	**(713.19)**	**0.00**
Dividend	07/31/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.94%	2,592.31	0.00	2,592.31	0.00
Total Dividend			**0.00**				**2,592.31**	**0.00**	**2,592.31**	**0.00**
Management Fee	07/07/2025	CCYUSD	(6,456.64)	Cash		0.00%	(6,456.64)	0.00	(6,456.64)	0.00
Total Management Fee			**(6,456.64)**				**(6,456.64)**	**0.00**	**(6,456.64)**	**0.00**
Principal Paydown	07/15/2025	47800CAC0	15,747.84	JDOT 2023 A3 5.01 11/15/2027		3.39%	15,747.84	--	15,747.84	0.01
Principal Paydown	07/21/2025	43815JAC7	12,261.80	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	12,261.80	--	12,261.80	0.00
Principal Paydown	07/25/2025	05592XAD2	11,105.69	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	11,105.69	--	11,105.69	(0.00)
Total Principal Paydown			**39,115.33**				**39,115.33**	**--**	**39,115.33**	**0.01**
TOTAL OTHER TRANSACTIONS			**(743,054.50)**				**1,198,019.14**	**0.00**	**1,198,019.14**	**0.01**

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	191,510.80	291,001.23 1,083,602.84 (1,183,093.27) 191,510.80	0.00 1,731.18 0.00 1,731.18	0.00 0.00 0.00 1,731.18	1,731.18
CCYUSD	Receivable	2,592.31	1,731.14 0.00 0.00 2,592.31	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**194,103.11**	**292,732.37** **1,083,602.84** **(1,183,093.27)** **194,103.11**	**0.00** **1,731.18** **0.00** **1,731.18**	**0.00** **0.00** **0.00** **1,731.18**	**1,731.18**
FIXED INCOME						
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	06/07/2023 06/14/2023 350,000.00	349,988.04 0.00 0.00 349,989.21	757.56 1,420.42 757.56 1,420.42	1.17 0.00 1.17 1,421.59	1,421.59
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 1,055,000.00	1,054,980.95 0.00 0.00 1,054,982.29	2,452.29 4,598.04 2,452.29 4,598.04	1.34 0.00 1.34 4,599.38	4,599.38
037833EB2	APPLE INC 0.7 02/08/2026	02/08/2021 02/08/2021 3,000,000.00	2,999,967.17 0.00 0.00 2,999,971.76	8,341.67 0.00 10,091.67 1,750.00	4.58 0.00 4.58 1,754.58	1,754.58
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	06/06/2024 06/13/2024 505,000.00	504,977.79 0.00 0.00 504,978.28	1,106.51 2,074.71 1,106.51 2,074.71	0.49 0.00 0.49 2,075.20	2,075.20
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/11/2023 07/18/2023 131,853.60	142,944.71 0.00 (11,105.69) 131,840.58	130.33 651.66 120.21 641.54	1.56 0.00 1.56 643.10	643.10

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	06/27/2024 06/28/2024 1,250,000.00	1,223,405.34 0.00 0.00 1,224,856.81	21,377.22 23,900.00 1,460.56 3,983.33	1,451.47 0.00 1,451.47 5,434.80	5,434.80
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	03/30/2023 03/31/2023 1,000,000.00	995,821.71 0.00 0.00 995,982.62	13,969.44 0.00 17,886.11 3,916.67	160.90 0.00 160.90 4,077.57	4,077.57
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 450,000.00	449,946.94 0.00 0.00 449,948.17	388.50 1,942.50 388.50 1,942.50	1.23 0.00 1.23 1,943.73	1,943.73
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	02/04/2025 02/12/2025 680,000.00	679,938.54 0.00 0.00 679,939.77	516.80 2,584.00 516.80 2,584.00	1.23 0.00 1.23 2,585.23	2,585.23
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	01/06/2025 01/08/2025 960,000.00	958,323.75 0.00 0.00 958,355.21	22,144.00 23,040.00 2,944.00 3,840.00	31.46 0.00 31.46 3,871.46	3,871.46
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 1,060,000.00	1,059,811.51 0.00 0.00 1,059,816.50	2,430.93 4,558.00 2,430.93 4,558.00	4.99 0.00 4.99 4,562.99	4,562.99
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	09/26/2024 09/27/2024 1,250,000.00	1,275,867.22 0.00 0.00 1,275,323.57	21,958.33 0.00 26,802.08 4,843.75	0.00 (543.65) (543.65) 4,300.10	4,300.10
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/27/2024 02/29/2024 1,250,000.00	1,250,473.09 0.00 0.00 1,250,461.85	21,050.35 0.00 26,102.43 5,052.08	0.00 (11.24) (11.24) 5,040.85	5,040.85
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	09/05/2023 09/08/2023 505,000.00	504,858.02 0.00 0.00 504,868.16	8,163.47 0.00 10,330.76 2,167.29	10.14 0.00 10.14 2,177.43	2,177.43

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	07/24/2023 07/25/2023 2,000,000.00	1,952,469.02 0.00 0.00 1,953,840.95	3,972.22 0.00 9,388.89 5,416.67	1,371.94 0.00 1,371.94 6,788.60	6,788.60
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	07/29/2021 07/29/2021 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	19,000.00 22,500.00 250.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	01/29/2024 01/30/2024 2,000,000.00	2,042,947.55 0.00 0.00 2,041,887.54	6,069.44 0.00 13,986.11 7,916.67	0.00 (1,060.01) (1,060.01) 6,856.66	6,856.66
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	03/27/2023 03/28/2023 2,000,000.00	2,022,579.85 0.00 0.00 2,021,711.40	25,763.89 0.00 33,055.56 7,291.67	0.00 (868.46) (868.46) 6,423.21	6,423.21
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	04/29/2024 04/30/2024 2,100,000.00	2,103,266.12 0.00 0.00 2,103,193.75	16,902.08 0.00 25,214.58 8,312.50	0.00 (72.37) (72.37) 8,240.13	8,240.13
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	10/28/2020 10/28/2020 8,050,000.00	8,050,000.00 0.00 0.00 8,050,000.00	8,452.50 0.00 12,477.50 4,025.00	0.00 0.00 0.00 4,025.00	4,025.00
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	06/11/2025 06/16/2025 1,140,000.00	1,066,843.18 0.00 0.00 1,068,332.26	2,465.25 2,465.25 2,465.25 2,465.25	1,489.08 0.00 1,489.08 3,954.33	3,954.33
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	06/12/2025 06/17/2025 1,500,000.00	1,366,952.63 0.00 0.00 1,369,459.90	2,586.25 2,586.25 2,586.25 2,586.25	2,507.28 0.00 2,507.28 5,093.53	5,093.53
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	02/05/2025 02/12/2025 430,000.00	429,955.65 0.00 0.00 429,957.07	612.27 1,669.83 612.27 1,669.83	1.42 0.00 1.42 1,671.25	1,671.25

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	05/29/2025 05/29/2025 985,000.00	985,533.75 0.00 0.00 985,510.63	1,378.45 3,759.41 1,378.45 3,759.41	0.23 (23.35) (23.12) 3,736.29	3,736.29
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	11/26/2024 11/27/2024 1,300,000.00	1,275,723.43 0.00 0.00 1,276,209.59	14,336.29 0.00 18,863.54 4,527.25	486.16 0.00 486.16 5,013.41	5,013.41
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/27/2024 06/28/2024 1,250,000.00	1,246,797.48 0.00 0.00 1,246,865.72	989.58 0.00 5,937.50 4,947.92	68.23 0.00 68.23 5,016.15	5,016.15
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	11/01/2023 11/08/2023 330,000.00	329,962.59 0.00 0.00 329,963.66	519.75 1,559.25 519.75 1,559.25	1.07 0.00 1.07 1,560.32	1,560.32
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	08/09/2024 08/21/2024 630,000.00	629,919.61 0.00 0.00 629,921.44	799.75 2,399.25 799.75 2,399.25	1.83 0.00 1.83 2,401.08	2,401.08
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	02/04/2025 02/11/2025 795,000.00	794,977.55 0.00 0.00 794,978.00	1,009.21 3,027.62 1,009.21 3,027.62	0.45 0.00 0.45 3,028.07	3,028.07
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	02/16/2023 02/24/2023 104,638.74	116,891.10 0.00 (12,261.80) 104,630.69	163.66 490.98 146.49 473.81	1.39 0.00 1.39 475.20	475.20
44934QAD3	HART 2024-B A3 4.84 03/15/2029	07/16/2024 07/24/2024 285,000.00	284,965.67 0.00 0.00 284,966.45	613.07 1,149.50 613.07 1,149.50	0.79 0.00 0.79 1,150.29	1,150.29
44935CAD3	HART 2025-A A3 4.32 10/15/2029	03/04/2025 03/12/2025 635,000.00	634,912.54 0.00 0.00 634,914.27	1,219.20 2,286.00 1,219.20 2,286.00	1.73 0.00 1.73 2,287.73	2,287.73

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	04/24/2025 04/30/2025 330,000.00	329,971.91 0.00 0.00 329,972.76	664.40 1,245.75 664.40 1,245.75	0.85 0.00 0.85 1,246.60	1,246.60
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 2,000,000.00	1,962,375.43 0.00 0.00 1,963,429.06	32,861.11 35,000.00 3,694.44 5,833.33	1,053.62 0.00 1,053.62 6,886.96	6,886.96
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	03/14/2025 03/20/2025 635,000.00	632,860.92 0.00 0.00 632,899.41	7,348.80 0.00 9,531.61 2,182.81	38.49 0.00 38.49 2,221.30	2,221.30
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	06/11/2024 06/18/2024 510,000.00	509,922.07 0.00 0.00 509,923.86	1,178.67 2,210.00 1,178.67 2,210.00	1.79 0.00 1.79 2,211.79	2,211.79
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	02/22/2023 03/02/2023 263,580.81	279,302.98 0.00 (15,747.83) 263,557.46	621.97 1,166.20 586.91 1,131.13	2.31 0.00 2.31 1,133.45	1,133.45
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 500,000.00	499,970.68 0.00 0.00 499,971.27	940.00 1,762.50 940.00 1,762.50	0.59 0.00 0.59 1,763.09	1,763.09
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	08/12/2024 08/14/2024 705,000.00	703,727.47 0.00 0.00 703,753.68	11,268.25 0.00 13,735.75 2,467.50	26.21 0.00 26.21 2,493.71	2,493.71
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	1,202,352.88 0.00 0.00 1,202,308.78	28,215.00 29,700.00 3,465.00 4,950.00	8.15 (52.25) (44.10) 4,905.90	4,905.90
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	05/14/2025 05/21/2025 530,000.00	529,937.25 0.00 0.00 529,938.65	1,085.91 2,036.08 1,085.91 2,036.08	1.40 0.00 1.40 2,037.48	2,037.48

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
58933YBH7	MERCK & CO INC 4.05 05/17/2028	09/26/2024 09/27/2024 1,250,000.00	1,259,262.15 0.00 0.00 1,258,980.93	6,187.50 0.00 10,406.25 4,218.75	0.00 (281.22) (281.22) 3,937.53	3,937.53
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	01/02/2025 01/09/2025 820,000.00	818,470.84 0.00 0.00 818,499.52	19,197.11 20,090.00 2,455.44 3,348.33	28.68 0.00 28.68 3,377.01	3,377.01
61747YET8	MORGAN STANLEY 4.679 07/17/2026	12/28/2022 12/30/2022 0.00	774,817.36 0.00 (775,000.00) 0.00	16,519.47 18,131.13 0.00 1,611.66	182.64 0.00 182.64 1,794.30	1,794.30
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	05/23/2025 05/27/2025 2,000,000.00	1,945,201.67 0.00 0.00 1,952,555.56	0.00 0.00 0.00 0.00	7,353.89 0.00 7,353.89 7,353.89	7,353.89
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	10/20/2022 10/31/2022 495,000.00	494,926.70 0.00 0.00 494,945.48	4,571.19 0.00 6,819.31 2,248.13	18.78 0.00 18.78 2,266.90	2,266.90
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	12/02/2024 12/05/2024 830,000.00	829,580.79 0.00 0.00 829,588.82	2,757.44 0.00 5,939.11 3,181.67	8.03 0.00 8.03 3,189.70	3,189.70
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	03/27/2024 03/28/2024 1,200,000.00	1,196,065.56 0.00 0.00 1,196,158.66	23,153.33 27,600.00 153.33 4,600.00	93.11 0.00 93.11 4,693.11	4,693.11
713448FL7	PEPSICO INC 3.6 02/18/2028	03/27/2024 03/28/2024 1,500,000.00	1,468,024.66 0.00 0.00 1,469,055.05	19,950.00 0.00 24,450.00 4,500.00	1,030.39 0.00 1,030.39 5,530.39	5,530.39
713448FQ6	PEPSICO INC 4.55 02/13/2026	02/13/2023 02/15/2023 195,000.00	194,976.53 0.00 0.00 194,979.74	3,401.13 0.00 4,140.50 739.38	3.20 0.00 3.20 742.58	742.58

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 380,000.00	379,953.47 0.00 0.00 379,956.38	2,758.96 0.00 4,381.88 1,622.92	2.90 0.00 2.90 1,625.82	1,625.82
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	03/30/2023 03/31/2023 1,000,000.00	998,936.36 0.00 0.00 998,972.00	23,002.78 24,500.00 2,586.11 4,083.33	35.65 0.00 35.65 4,118.98	4,118.98
857477CU5	STATE STREET CORP 4.536 02/28/2028	02/25/2025 02/28/2025 1,285,000.00	1,285,000.00 0.00 0.00 1,285,000.00	19,914.93 0.00 24,772.23 4,857.30	0.00 0.00 0.00 4,857.30	4,857.30
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	11/19/2020 11/19/2020 5,000,000.00	5,001,492.75 0.00 0.00 5,001,060.27	8,333.33 0.00 11,666.67 3,333.33	0.00 (432.48) (432.48) 2,900.86	2,900.86
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	02/13/2023 02/21/2023 470,000.00	469,933.49 0.00 0.00 469,942.26	8,061.81 0.00 9,922.22 1,860.42	8.77 0.00 8.77 1,869.19	1,869.19
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	12/28/2023 12/29/2023 2,000,000.00	1,955,104.51 0.00 0.00 1,956,233.27	7,982.34 0.00 13,247.28 5,264.95	1,128.76 0.00 1,128.76 6,393.70	6,393.70
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	09/30/2021 09/30/2021 3,000,000.00	2,995,142.05 0.00 0.00 2,995,472.30	6,598.36 0.00 8,821.72 2,223.36	330.26 0.00 330.26 2,553.62	2,553.62
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	10/30/2024 10/31/2024 2,000,000.00	1,926,837.29 0.00 0.00 1,928,327.46	20,889.95 0.00 26,154.89 5,264.95	1,490.17 0.00 1,490.17 6,755.12	6,755.12
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	10/30/2024 10/31/2024 2,200,000.00	2,180,829.67 0.00 0.00 2,181,212.58	21,428.96 0.00 28,649.59 7,220.63	382.91 0.00 382.91 7,603.54	7,603.54

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	04/29/2025 04/30/2025 2,500,000.00	2,522,648.12 0.00 0.00 2,522,204.60	16,847.83 0.00 25,271.74 8,423.91	0.00 (443.52) (443.52) 7,980.39	7,980.39
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	2,697,332.75 0.00 0.00 2,697,381.30	36,097.83 0.00 45,195.65 9,097.83	48.55 0.00 48.55 9,146.38	9,146.38
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,481,331.56 0.00 0.00 2,481,665.31	22,780.05 0.00 30,455.94 7,675.89	333.75 0.00 333.75 8,009.64	8,009.64
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,000,000.00	998,648.65 0.00 0.00 998,690.38	9,112.02 0.00 12,182.38 3,070.36	86.79 (45.06) 41.72 3,112.08	3,112.08
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	07/30/2025 07/31/2025 1,300,000.00	0.00 1,288,523.44 0.00 1,288,529.94	0.00 (8,125.00) 8,258.20 133.20	6.50 0.00 6.50 139.70	139.70
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	03/27/2024 03/28/2024 2,200,000.00	2,204,924.25 0.00 0.00 2,204,810.16	31,251.36 0.00 39,127.72 7,876.36	0.00 (114.09) (114.09) 7,762.27	7,762.27
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	05/28/2024 05/29/2024 2,200,000.00	2,169,905.44 0.00 0.00 2,170,586.91	22,811.48 0.00 30,497.95 7,686.48	681.47 0.00 681.47 8,367.94	8,367.94
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	2,034,514.06 0.00 0.00 2,033,749.28	15,584.24 0.00 23,376.36 7,792.12	0.00 (764.79) (764.79) 7,027.33	7,027.33
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	06/13/2024 06/14/2024 2,200,000.00	2,219,396.65 0.00 0.00 2,218,976.16	8,385.25 0.00 16,770.49 8,385.25	0.00 (420.49) (420.49) 7,964.76	7,964.76

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/26/2024 09/27/2024 2,000,000.00	2,032,481.22 0.00 0.00 2,031,805.89	33,370.17 40,000.00 217.39 6,847.23	0.00 (675.33) (675.33) 6,171.90	6,171.90
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	12/27/2024 12/30/2024 2,400,000.00	2,369,520.50 0.00 0.00 2,370,106.28	8,385.25 0.00 16,770.49 8,385.25	585.78 0.00 585.78 8,971.03	8,971.03
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,548,686.17 0.00 0.00 2,547,785.11	44,319.75 53,125.00 288.72 9,093.97	0.00 (901.06) (901.06) 8,192.91	8,192.91
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	05/29/2025 05/30/2025 2,700,000.00	2,681,871.83 0.00 0.00 2,682,190.40	17,627.04 0.00 26,440.56 8,813.52	318.58 0.00 318.58 9,132.10	9,132.10
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	05/28/2024 05/29/2024 1,000,000.00	974,900.07 0.00 0.00 975,501.38	19,597.22 21,250.00 1,888.89 3,541.67	601.31 0.00 601.31 4,142.98	4,142.98
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	10/17/2024 10/24/2024 560,000.00	559,928.23 0.00 0.00 559,929.65	1,067.73 2,002.00 1,067.73 2,002.00	1.42 0.00 1.42 2,003.42	2,003.42
Total Fixed Income		**106,040,073.15**	**105,107,069.43** **1,288,523.44** **(814,115.32)** **105,598,266.05**	**817,770.17** **380,356.33** **731,173.22** **293,759.38**	**23,497.86** **(6,709.36)** **16,788.50** **310,547.88**	**310,547.88**
TOTAL PORTFOLIO		**106,234,176.26**	**105,399,801.80** **2,372,126.28** **(1,997,208.59)** **105,792,369.16**	**817,770.17** **382,087.51** **731,173.22** **295,490.56**	**23,497.86** **(6,709.36)** **16,788.50** **312,279.06**	**312,279.06**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
AUGUST 2025							
08/01/2025	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	2,592.31		2,592.31
08/08/2025	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
08/13/2025	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		4,436.25	4,436.25
08/14/2025	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
08/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
08/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
08/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
08/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
08/15/2025	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
08/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
08/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
08/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
08/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
08/15/2025	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		1,071.00	1,071.00
08/15/2025	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	18,826.85		18,826.85
08/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
08/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
08/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
08/18/2025	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
08/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
08/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
08/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25
08/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	18,217.27		18,217.27
08/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
08/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
08/21/2025	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		458.06	458.06
08/21/2025	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	11,964.25		11,964.25
08/21/2025	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		11,162.50	11,162.50
08/25/2025	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		604.50	604.50
08/25/2025	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	10,030.47		10,030.47
08/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
08/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
08/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
08/26/2025	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/28/2025	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
August 2025 Total					**61,631.14**	**206,064.85**	**267,695.99**
SEPTEMBER 2025							
09/02/2025	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
09/02/2025	Coupon	91282CGQ8	2,700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		54,000.00	54,000.00
09/02/2025	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
09/08/2025	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
09/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
09/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
09/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
09/15/2025	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
09/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
09/15/2025	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
09/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
09/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
09/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
09/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
09/15/2025	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		992.40	992.40
09/15/2025	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	19,388.58		19,388.58
09/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
09/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
09/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
09/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
09/22/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
09/22/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,473.17	1,473.17
09/22/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	18,867.27		18,867.27
09/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
09/22/2025	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		407.81	407.81
09/22/2025	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	11,677.85		11,677.85
09/22/2025	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
09/25/2025	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		558.77	558.77
09/25/2025	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	9,813.69		9,813.69
09/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
09/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
09/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
09/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
09/26/2025	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
09/30/2025	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
09/30/2025	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
09/30/2025	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
09/30/2025	Coupon	91282CGT2	1,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		18,125.00	18,125.00
09/30/2025	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00
September 2025 Total					**59,747.39**	**466,458.27**	**526,205.67**
OCTOBER 2025							
10/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
10/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
10/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
10/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
10/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
10/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
10/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
10/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
10/15/2025	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		911.45	911.45
10/15/2025	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	23,055.78		23,055.78
10/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
10/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
10/16/2025	Coupon	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025		20,000.00	20,000.00
10/16/2025	Final Maturity	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00		5,000,000.00
10/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
10/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
10/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,384.03	1,384.03
10/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	18,121.39		18,121.39
10/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
10/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
10/21/2025	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		358.76	358.76
10/21/2025	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	11,244.65		11,244.65
10/27/2025	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		514.04	514.04
10/27/2025	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	9,433.37		9,433.37
10/27/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
10/27/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
10/27/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
10/27/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
10/28/2025	Coupon	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025		24,150.00	24,150.00
10/28/2025	Final Maturity	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00		8,050,000.00
10/30/2025	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
10/30/2025	Coupon	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025		13,488.75	13,488.75
10/30/2025	Final Maturity	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00		495,000.00
10/31/2025	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
10/31/2025	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
10/31/2025	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
October 2025 Total					**13,606,855.19**	**305,194.02**	**13,912,049.22**
NOVEMBER 2025							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/10/2025	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
11/17/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
11/17/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
11/17/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
11/17/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
11/17/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
11/17/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
11/17/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
11/17/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
11/17/2025	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		815.19	815.19
11/17/2025	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	26,962.77		26,962.77
11/17/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
11/17/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
11/17/2025	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
11/17/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
11/17/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
11/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
11/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
11/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,298.40	1,298.40
11/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	17,649.29		17,649.29
11/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
11/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
11/21/2025	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		311.53	311.53
11/21/2025	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	9,882.75		9,882.75
11/25/2025	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		471.04	471.04
11/25/2025	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	8,679.47		8,679.47
11/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
11/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
11/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
11/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
November 2025 Total					**63,174.28**	**115,145.66**	**178,319.95**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
DECEMBER 2025							
12/01/2025	Coupon	91282CHF1	1,300,000.00	UNITED STATES TREASURY 3.75 05/31/2030		24,375.00	24,375.00
12/01/2025	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00
12/01/2025	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
12/05/2025	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00
12/08/2025	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
12/09/2025	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
12/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
12/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
12/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
12/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
12/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
12/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
12/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
12/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
12/15/2025	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		702.62	702.62
12/15/2025	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	18,022.89		18,022.89
12/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
12/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
12/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
12/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
12/22/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
12/22/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,215.01	1,215.01
12/22/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,738.46		16,738.46
12/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
12/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
12/22/2025	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		270.02	270.02
12/22/2025	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	9,435.88		9,435.88
12/25/2025	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		431.48	431.48
12/25/2025	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	8,253.61		8,253.61
12/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
12/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
12/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
December 2025 Total					**52,450.84**	**300,721.13**	**353,171.96**
JANUARY 2026							
01/08/2026	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00
01/09/2026	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
01/12/2026	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
01/12/2026	Coupon	57629TBV8	1,200,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		29,700.00	29,700.00
01/12/2026	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
01/13/2026	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		3,696.88	3,696.88
01/13/2026	Effective Maturity	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026	195,000.00		195,000.00
01/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
01/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
01/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
01/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
01/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
01/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
01/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
01/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
01/15/2026	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		627.37	627.37
01/15/2026	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	20,464.65		20,464.65
01/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
01/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
01/15/2026	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
01/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
01/20/2026	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
01/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
01/21/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,135.92	1,135.92
01/21/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,400.70		16,400.70
01/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
01/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
01/21/2026	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		230.39	230.39
01/21/2026	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	9,229.26		9,229.26
01/21/2026	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		9,302.08	9,302.08
01/21/2026	Effective Maturity	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00		470,000.00
01/26/2026	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		393.85	393.85
01/26/2026	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	8,095.92		8,095.92
01/26/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
01/26/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	12,427.08		12,427.08
01/26/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
01/26/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
01/26/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
01/29/2026	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
January 2026 Total					**731,617.62**	**261,316.00**	**992,933.62**
FEBRUARY 2026							
02/02/2026	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
02/09/2026	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
02/09/2026	Final Maturity	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026	3,000,000.00		3,000,000.00
02/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
02/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
02/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
02/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
02/16/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
02/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
02/16/2026	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		541.93	541.93

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/16/2026	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	13,533.56		13,533.56
02/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
02/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
02/17/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
02/17/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
02/17/2026	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
02/17/2026	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
02/17/2026	Final Maturity	62479MBH5	2,000,000.00	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00		2,000,000.00
02/17/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
02/18/2026	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
02/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
02/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
02/23/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,058.43	1,058.43
02/23/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,142.20		16,142.20
02/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
02/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
02/23/2026	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		191.63	191.63
02/23/2026	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	9,056.71		9,056.71
02/25/2026	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		356.95	356.95
02/25/2026	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	7,978.26		7,978.26
02/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,888.86	1,888.86
02/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	24,393.23		24,393.23
02/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
02/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
02/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
February 2026 Total					**5,071,103.97**	**280,449.80**	**5,351,553.76**
MARCH 2026							
03/02/2026	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		54,000.00	54,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/02/2026	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
03/09/2026	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
03/16/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
03/16/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
03/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
03/16/2026	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
03/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
03/16/2026	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
03/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
03/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
03/16/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
03/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
03/16/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	3,205.45		3,205.45
03/16/2026	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		485.43	485.43
03/16/2026	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	12,076.05		12,076.05
03/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
03/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
03/16/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
03/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
03/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
03/20/2026	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
03/23/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		982.15	982.15
03/23/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	15,660.15		15,660.15
03/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
03/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
03/23/2026	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		153.59	153.59
03/23/2026	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	8,792.64		8,792.64
03/25/2026	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		320.58	320.58
03/25/2026	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	7,773.47		7,773.47
03/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,783.56	1,783.56

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	23,646.03		23,646.03
03/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
03/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
03/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
03/26/2026	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
03/31/2026	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
03/31/2026	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
03/31/2026	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
03/31/2026	Coupon	91282CGT2	1,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		18,125.00	18,125.00
03/31/2026	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00
March 2026 Total					**71,153.78**	**493,952.74**	**565,106.52**
APRIL 2026							
04/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
04/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
04/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
04/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
04/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
04/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
04/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
04/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,196.11	2,196.11
04/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	35,932.62		35,932.62
04/15/2026	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		435.01	435.01
04/15/2026	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	14,679.31		14,679.31
04/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
04/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
04/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
04/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
04/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
04/21/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		908.16	908.16
04/21/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,043.41		16,043.41
04/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	18,287.21		18,287.21
04/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
04/21/2026	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		116.66	116.66
04/21/2026	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	8,875.13		8,875.13
04/27/2026	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		285.15	285.15
04/27/2026	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	7,502.25		7,502.25
04/27/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,681.49	1,681.49
04/27/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	23,776.13		23,776.13
04/27/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
04/27/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
04/27/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
04/30/2026	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
04/30/2026	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
04/30/2026	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
04/30/2026	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
April 2026 Total					**125,096.06**	**245,857.08**	**370,953.14**
MAY 2026							
05/11/2026	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
05/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
05/15/2026	Final Maturity	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00		350,000.00
05/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
05/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
05/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
05/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
05/15/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	13,346.81		13,346.81
05/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
05/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
05/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,040.40	2,040.40
05/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	32,060.85		32,060.85
05/15/2026	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		373.73	373.73
05/15/2026	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	14,599.52		14,599.52

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
05/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
05/15/2026	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
05/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
05/18/2026	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
05/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
05/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
05/21/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		832.36	832.36
05/21/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	15,441.39		15,441.39
05/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,329.61	2,329.61
05/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	37,522.75		37,522.75
05/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
05/21/2026	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		79.39	79.39
05/21/2026	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	8,556.61		8,556.61
05/25/2026	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		250.95	250.95
05/25/2026	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	6,557.81		6,557.81
05/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,578.85	1,578.85
05/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,821.49		22,821.49
05/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
05/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
05/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
May 2026 Total					**500,907.24**	**113,183.03**	**614,090.27**
JUNE 2026							
06/01/2026	Coupon	91282CHF1	1,300,000.00	UNITED STATES TREASURY 3.75 05/31/2030		24,375.00	24,375.00
06/01/2026	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00
06/01/2026	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
06/05/2026	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00
06/08/2026	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
06/09/2026	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
06/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
06/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71

CASH FLOW REPORT

City of Orange | Account #10888 | As of July 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
06/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,095.67	1,095.67
06/15/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	16,114.28		16,114.28
06/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
06/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
06/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		1,901.47	1,901.47
06/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	20,444.61		20,444.61
06/15/2026	Coupon	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027		312.78	312.78
06/15/2026	Principal Paydown	47800CAC0	263,580.81	JDOT 2023 A3 5.01 11/15/2027	12,772.10		12,772.10
06/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
06/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
06/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
06/22/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
06/22/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
06/22/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		759.39	759.39
06/22/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	12,840.91		12,840.91
06/22/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,186.71	2,186.71
06/22/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	36,833.76		36,833.76
06/22/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
06/22/2026	Coupon	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027		43.45	43.45
06/22/2026	Principal Paydown	43815JAC7	104,638.74	HAROT 2023-1 A3 5.04 04/21/2027	8,353.05		8,353.05
06/25/2026	Coupon	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028		221.06	221.06
06/25/2026	Principal Paydown	05592XAD2	131,853.60	BMWOT 2023-A A3 5.47 02/25/2028	6,447.05		6,447.05
06/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,480.34	1,480.34
06/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,456.98		22,456.98
06/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
06/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
06/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
06/25/2026	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
June 2026 Total					**136,262.74**	**296,981.20**	**433,243.93**
Grand Total			**334,986,609.32**		**20,480,000.25**	**3,085,323.78**	**23,565,324.03**

IMPORTANT DISCLOSURES

City of Orange | Account #10888 | As of July 31, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Orange | Account #10888 | As of August 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Orange | Account #10888 | As of August 31, 2025

Portfolio Characteristics

Average Modified Duration	2.39
Average Coupon	3.35%
Average Purchase YTM	3.56%
Average Market YTM	3.91%
Average Credit Quality*	AA+
Average Final Maturity	2.81
Average Life	2.44

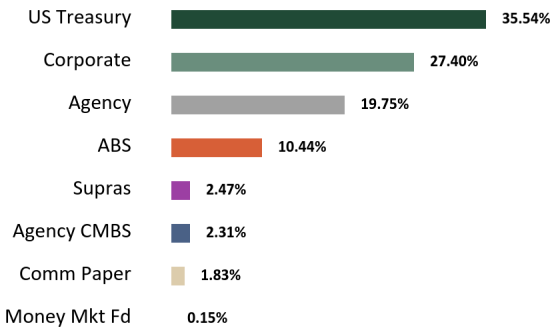
Account Summary

	End Values as of 07/31/2025	End Values as of 08/31/2025
Market Value	105,822,548.81	106,941,892.10
Accrued Interest	731,173.22	686,098.83
Total Market Value	**106,553,722.03**	**107,627,990.94**
Income Earned	312,279.06	183,248.72
Cont/WD	0.00	0.00
Par	106,234,176.26	106,568,215.28
Book Value	105,792,369.16	106,145,137.69
Cost Value	105,700,274.66	106,036,539.05

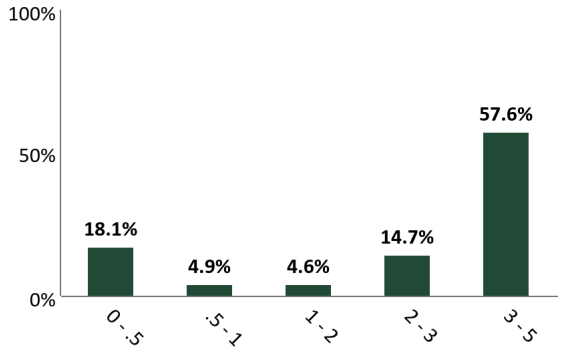
Top Issuers

Government of The United States	35.54%
Federal Home Loan Banks	8.34%
Federal Home Loan Mortgage Corp	7.48%
Toyota Motor Corporation	4.66%
Farm Credit System	3.92%
Apple Inc.	2.76%
International Bank for Recon and Dev	2.47%
FHLMC	2.31%

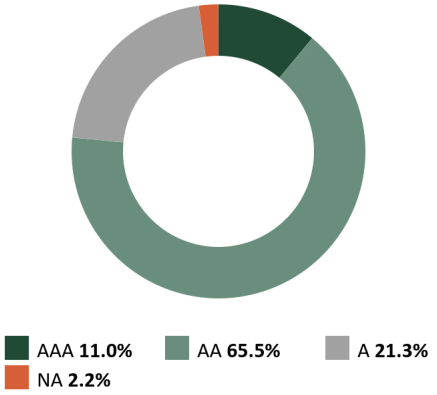
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/22)
City of Orange	1.01%	1.75%	4.39%	4.77%	5.65%	4.29%	--	--	1.94%
Benchmark Return	1.05%	1.65%	4.32%	4.43%	5.28%	3.75%	--	--	1.77%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:

RECONCILIATION SUMMARY

City of Orange | Account #10888 | As of August 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**(775,000.00)**

Principal Paydowns

Month to Date	**(65,522.46)**
Fiscal Year to Date	**(104,637.79)**

Purchases

Month to Date	**1,573,961.35**
Fiscal Year to Date	**3,946,087.63**

Sales

Month to Date	**(1,304,093.15)**
Fiscal Year to Date	**(2,487,186.42)**

Interest Received

Month to Date	**208,492.18**
Fiscal Year to Date	**598,704.69**

Purchased / Sold Interest

Month to Date	**3,036.20**
Fiscal Year to Date	**(5,088.80)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	105,792,369.16	105,399,801.80
Maturities/Calls	0.00	(775,000.00)
Principal Paydowns	(65,522.46)	(104,637.79)
Purchases	1,573,961.35	3,946,087.63
Sales	(1,304,093.15)	(2,487,186.42)
Change in Cash, Payables, Receivables	130,236.25	131,097.42
Amortization/Accretion	16,794.73	33,583.23
Realized Gain (Loss)	1,391.82	1,391.82
Ending Book Value	106,145,137.69	106,145,137.69

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	105,822,548.81	105,780,134.31
Maturities/Calls	0.00	(775,000.00)
Principal Paydowns	(65,522.46)	(104,637.79)
Purchases	1,573,961.35	3,946,087.63
Sales	(1,304,093.15)	(2,487,186.42)
Change in Cash, Payables, Receivables	130,236.25	131,097.42
Amortization/Accretion	16,794.73	33,583.23
Change in Net Unrealized Gain (Loss)	766,574.76	416,421.89
Realized Gain (Loss)	1,391.82	1,391.82
Ending Market Value	106,941,892.10	106,941,892.10

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	92,242.13	02/16/2023 5.09%	92,224.99 92,235.38	100.26 4.38%	92,485.13 129.14	0.09% 249.75	Aaa/NA AAA	1.64 0.37
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	242,389.21	02/22/2023 3.39%	242,345.05 242,368.53	100.42 4.20%	243,404.94 539.72	0.23% 1,036.41	Aaa/NA AAA	2.21 0.49
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	430,000.00	02/05/2025 4.66%	429,949.26 429,958.50	100.77 4.10%	433,326.82 612.27	0.41% 3,368.33	NA/AAA AAA	2.48 1.28
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	120,653.45	07/11/2023 5.47%	120,632.07 120,641.93	100.69 4.16%	121,485.60 110.00	0.11% 843.67	NA/AAA AAA	2.49 0.50
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	330,000.00	04/24/2025 4.53%	329,970.20 329,973.61	100.79 4.08%	332,604.53 664.40	0.31% 2,630.91	NA/AAA AAA	2.63 1.58
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00	06/07/2023 4.92%	349,968.96 349,990.38	100.52 4.15%	351,837.05 757.56	0.33% 1,846.67	NA/AAA AAA	0.70 0.68
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	985,000.00	-- 4.80%	985,558.36 985,487.51	100.82 4.05%	993,110.49 1,378.45	0.93% 7,622.98	NA/AAA AAA	2.73 1.42
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	309,265.90	11/01/2023 5.74%	309,211.44 309,232.84	101.12 4.21%	312,732.65 487.09	0.29% 3,499.80	Aaa/NA AAA	2.81 0.72
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,060,000.00	09/07/2023 5.23%	1,059,706.17 1,059,821.48	101.14 4.07%	1,072,074.99 2,430.93	1.00% 12,253.51	NA/AAA AAA	3.04 0.99
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	1,055,000.00	09/12/2023 5.29%	1,054,952.84 1,054,983.63	101.21 4.07%	1,067,751.68 2,452.29	1.00% 12,768.05	NA/AAA AAA	1.04 0.99
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	450,000.00	06/04/2024 5.18%	449,931.65 449,949.40	101.13 4.06%	455,101.79 388.50	0.43% 5,152.38	Aaa/AAA NA	3.49 0.96
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	510,000.00	06/11/2024 5.81%	509,900.30 509,925.64	101.59 4.10%	518,105.18 1,178.67	0.48% 8,179.53	Aaa/NA AAA	3.54 1.36
44934QAD3	HART 2024-B A3 4.84 03/15/2029	285,000.00	07/16/2024 5.45%	284,956.99 284,967.24	101.06 4.00%	288,021.94 613.07	0.27% 3,054.70	NA/AAA AAA	3.54 1.18
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	630,000.00	08/09/2024 4.66%	629,901.03 629,923.27	100.69 4.05%	634,349.27 799.75	0.59% 4,425.99	Aaa/NA AAA	3.55 1.21
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	530,000.00	05/14/2025 4.66%	529,935.39 529,940.06	101.36 4.00%	537,214.41 1,085.91	0.50% 7,274.36	NA/AAA AAA	3.62 2.07
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	505,000.00	06/06/2024 4.93%	504,971.67 504,978.76	101.64 3.97%	513,266.29 1,106.51	0.48% 8,287.53	Aaa/AAA NA	3.70 1.60
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	500,000.00	03/04/2025 5.09%	499,968.55 499,971.86	100.54 3.99%	502,680.10 940.00	0.47% 2,708.24	Aaa/NA AAA	4.05 1.90

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	795,000.00	02/04/2025 4.57%	794,975.51 794,978.45	101.08 3.94%	803,622.65 1,009.21	0.75% 8,644.20	NA/AAA AAA	4.06 1.60
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	680,000.00	02/04/2025 4.56%	679,933.02 679,941.01	100.92 3.96%	686,231.72 516.80	0.64% 6,290.72	Aaa/AAA NA	4.07 1.43
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	560,000.00	10/17/2024 4.29%	559,916.78 559,931.07	100.85 3.91%	564,740.79 1,067.73	0.53% 4,809.72	Aaa/AAA NA	4.12 1.99
44935CAD3	HART 2025-A A3 4.32 10/15/2029	635,000.00	03/04/2025 4.84%	634,906.34 634,916.00	100.70 3.97%	639,416.74 1,219.20	0.60% 4,500.75	NA/AAA AAA	4.12 1.77
Total ABS		**11,054,550.69**	**4.91%**	**11,053,816.57 11,054,116.56**	**100.99 4.04%**	**11,163,564.76 19,487.20**	**10.44% 109,448.19**		**3.11 1.34**
AGENCY									
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00	10/28/2020 0.60%	8,050,000.00 8,050,000.00	99.43 4.29%	8,003,932.59 16,502.50	7.48% (46,067.41)	Aa1/AA+ AA+	0.16 0.15
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00	07/29/2021 0.90%	5,010,000.00 5,000,000.00	97.34 3.91%	4,866,853.75 4,000.00	4.55% (133,146.25)	Aa1/AA+ AA+	0.91 0.89
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	2,000,000.00	03/27/2023 3.81%	2,045,720.00 2,020,842.94	101.30 3.71%	2,025,933.02 40,347.22	1.89% 5,090.08	Aa1/AA+ AA+	2.04 1.90
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	2,000,000.00	07/24/2023 4.15%	1,921,180.00 1,955,212.89	99.12 3.58%	1,982,429.18 14,805.56	1.85% 27,216.29	Aa1/AA+ AA+	2.77 2.60
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	2,000,000.00	01/29/2024 4.05%	2,060,660.00 2,040,827.53	103.38 3.64%	2,067,603.16 21,902.78	1.93% 26,775.63	Aa1/AA+ AA+	3.27 2.98
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	2,100,000.00	04/29/2024 4.70%	2,104,263.00 2,103,121.38	103.34 3.76%	2,170,139.35 33,527.08	2.03% 67,017.97	Aa1/AA+ AA+	3.66 3.30
Total Agency		**21,150,000.00**	**2.07%**	**21,191,823.00 21,170,004.74**	**99.89 3.96%**	**21,116,891.05 131,085.14**	**19.75% (53,113.69)**		**1.42 1.32**
AGENCY CMBS									
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	1,140,000.00	06/11/2025 4.29%	1,066,122.66 1,069,821.33	94.93 3.97%	1,082,205.88 2,465.25	1.01% 12,384.55	Aa1/AA+ AAA	4.07 3.69
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,500,000.00	06/12/2025 4.23%	1,365,820.31 1,371,967.18	92.31 3.99%	1,384,694.85 2,586.25	1.29% 12,727.67	Aa1/AA+ AAA	4.40 4.09
Total Agency CMBS		**2,640,000.00**	**4.26%**	**2,431,942.97 2,441,788.51**	**93.46 3.98%**	**2,466,900.73 5,051.50**	**2.31% 25,112.22**		**4.26 3.91**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	132,828.56	--	132,828.56 132,828.56	1.00 0.00%	132,828.56 0.00	0.12% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**132,828.56**		**132,828.56** **132,828.56**	**1.00** **0.00%**	**132,828.56** **0.00**	**0.12%** **0.00**		**0.00** **0.00**
COMMERCIAL PAPER									
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00	05/23/2025 4.41%	1,936,898.89 1,959,909.45	98.02 4.34%	1,960,330.00 0.00	1.83% 420.55	P-1/A-1 NA	0.47 0.45
Total Commercial Paper		**2,000,000.00**	**4.41%**	**1,936,898.89** **1,959,909.45**	**98.02** **4.34%**	**1,960,330.00** **0.00**	**1.83%** **420.55**		**0.47** **0.45**
CORPORATE									
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,000,627.79	99.58 4.26%	4,978,860.65 15,000.00	4.66% (21,767.14)	A1/A+ A+	0.13 0.12
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00	10/20/2022 5.50%	494,336.70 494,964.26	100.15 4.43%	495,745.41 9,067.44	0.46% 781.14	A2/A- A	0.16 0.16
037833EB2	APPLE INC 0.7 02/08/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,976.34	98.52 4.16%	2,955,743.40 1,341.67	2.76% (44,232.94)	Aaa/AA+ NA	0.44 0.43
713448FQ6	PEPSICO INC 4.55 02/13/2026	195,000.00	02/13/2023 4.57%	194,886.90 194,982.94	100.06 4.41%	195,110.24 443.63	0.18% 127.30	A1/A+ NA	0.45 0.36
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00	02/13/2023 4.77%	469,689.80 469,951.04	100.14 4.44%	470,648.88 620.14	0.44% 697.84	A3/A- A-	0.48 0.38
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	505,000.00	09/05/2023 5.18%	504,641.45 504,878.30	101.18 3.95%	510,981.08 12,498.05	0.48% 6,102.78	A1/A A+	1.02 0.96
713448FW3	PEPSICO INC 5.125 11/10/2026	380,000.00	11/08/2023 5.13%	379,897.40 379,959.28	101.27 4.02%	384,813.18 6,004.79	0.36% 4,853.90	A1/A+ NA	1.19 1.05
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	1,000,000.00	03/30/2023 4.91%	991,550.00 996,143.52	101.15 4.11%	1,011,454.15 21,802.78	0.95% 15,310.63	A2/A- AA-	2.04 1.81
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	1,000,000.00	03/30/2023 4.95%	997,990.00 999,007.65	102.08 3.97%	1,020,751.25 6,669.44	0.95% 21,743.60	A1/A AA-	2.37 2.20
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	1,250,000.00	06/27/2024 5.30%	1,206,175.00 1,226,308.28	99.42 4.98%	1,242,777.83 5,443.89	1.16% 16,469.55	A1/A- AA-	2.39 1.33

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
713448FL7	PEPSICO INC 3.6 02/18/2028	1,500,000.00	03/27/2024 4.49%	1,452,735.00 1,470,085.44	99.51 3.81%	1,492,603.46 1,950.00	1.40% 22,518.01	A1/A+ NA	2.47 2.33
857477CU5	STATE STREET CORP 4.536 02/28/2028	1,285,000.00	02/25/2025 4.51%	1,285,000.00 1,285,000.00	101.42 3.93%	1,303,240.38 485.73	1.22% 18,240.38	Aa3/A AA-	2.50 2.26
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,250,000.00	09/26/2024 3.76%	1,261,775.00 1,258,699.71	100.53 3.84%	1,256,630.58 14,625.00	1.18% (2,069.14)	Aa3/A+ NA	2.71 2.44
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	1,000,000.00	05/28/2024 5.05%	967,180.00 976,102.70	100.40 4.12%	1,003,984.29 5,430.56	0.94% 27,881.60	A2/A+ A	3.38 3.02
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	1,200,000.00	03/27/2024 4.70%	1,194,684.00 1,196,251.77	101.92 3.99%	1,223,044.72 4,753.33	1.14% 26,792.95	A1/A+ NA	3.42 3.12
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/27/2024 4.84%	1,250,650.00 1,250,450.61	102.71 4.01%	1,283,876.45 842.01	1.20% 33,425.84	A1/AA- NA	3.49 3.11
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/27/2024 4.82%	1,245,987.50 1,246,933.95	102.37 4.07%	1,279,570.81 10,885.42	1.20% 32,636.86	A2/A A	3.82 3.37
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	705,000.00	08/12/2024 4.25%	703,456.05 703,779.89	100.88 3.96%	711,225.59 1,398.25	0.67% 7,445.70	Aa3/A+ NA	3.95 3.53
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	1,250,000.00	09/26/2024 4.08%	1,280,725.00 1,274,779.92	101.95 4.11%	1,274,433.09 2,583.33	1.19% (346.84)	A2/A A	3.96 3.51
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	1,300,000.00	11/26/2024 4.67%	1,272,336.00 1,276,695.75	100.09 4.15%	1,301,129.06 23,390.79	1.22% 24,433.32	Aa1/AA+ NA	4.07 3.64
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	830,000.00	12/02/2024 4.61%	829,526.90 829,596.85	101.42 4.23%	841,805.79 9,120.78	0.79% 12,208.93	Aa1/AA+ AAA	4.26 3.80
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	960,000.00	01/06/2025 4.84%	958,147.20 958,386.66	103.09 4.02%	989,658.58 6,784.00	0.93% 31,271.91	A2/A A+	4.36 3.88
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	820,000.00	01/02/2025 4.95%	818,310.80 818,528.19	102.47 4.27%	840,231.28 5,803.78	0.79% 21,703.08	Aa3/AA- AA-	4.36 3.87
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	-- 4.90%	1,202,338.00 1,202,264.68	102.54 4.30%	1,230,528.74 8,415.00	1.15% 28,264.07	Aa3/AA+ AA+	4.36 3.87
Total Corporate		**29,095,000.00**	**3.63%**	**28,986,748.70 29,014,355.53**	**100.72 4.15%**	**29,298,848.86 175,359.80**	**27.40% 284,493.33**		**2.32 2.06**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	160,836.03	-- 3.91%	160,836.03 160,836.03	1.00 3.91%	160,836.03 0.00	0.15% 0.00	Aaa/ AAAm AAA	0.00 0.00

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Money Market Fund		**160,836.03**	**3.91%**	**160,836.03** **160,836.03**	**1.00** **3.91%**	**160,836.03** **0.00**	**0.15%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	2,000,000.00	07/24/2023 4.19%	1,938,380.00 1,964,482.68	99.61 3.64%	1,992,283.32 9,527.78	1.86% 27,800.64	Aaa/AAA NA	2.87 2.69
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	635,000.00	03/14/2025 4.20%	632,733.05 632,937.89	101.68 3.72%	645,686.15 11,714.43	0.60% 12,748.26	Aaa/AAA NA	4.55 4.05
Total Supranational		**2,635,000.00**	**4.20%**	**2,571,113.05** **2,597,420.58**	**100.12** **3.66%**	**2,637,969.47** **21,242.20**	**2.47%** **40,548.90**		**3.28** **3.02**
US TREASURY									
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,995,802.56	96.89 3.85%	2,906,835.93 11,045.08	2.72% (88,966.63)	Aa1/AA+ AA+	1.08 1.05
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	12/28/2023 3.86%	1,935,078.13 1,957,362.02	98.57 3.60%	1,971,484.38 18,512.23	1.84% 14,122.36	Aa1/AA+ AA+	3.21 2.99
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,200,000.00	03/27/2024 4.18%	2,206,617.19 2,204,696.07	102.09 3.61%	2,245,976.57 258.29	2.10% 41,280.50	Aa1/AA+ AA+	3.50 3.23
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,200,000.00	05/28/2024 4.53%	2,161,156.25 2,171,268.38	101.70 3.61%	2,237,382.82 38,184.43	2.09% 66,114.44	Aa1/AA+ AA+	3.58 3.25
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	-- 4.13%	2,042,382.82 2,032,984.49	103.41 3.62%	2,068,281.24 31,168.48	1.93% 35,296.75	Aa1/AA+ AA+	3.66 3.30
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	2,200,000.00	06/13/2024 4.25%	2,224,578.13 2,218,555.67	103.02 3.63%	2,266,515.64 25,155.74	2.12% 47,959.96	Aa1/AA+ AA+	3.75 3.39
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/26/2024 3.56%	2,038,515.62 2,031,130.55	101.32 3.63%	2,026,406.24 6,956.52	1.89% (4,724.31)	Aa1/AA+ AA+	3.91 3.58
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	10/30/2024 4.10%	1,915,156.25 1,929,817.63	98.13 3.63%	1,962,500.00 172.65	1.84% 32,682.37	Aa1/AA+ AA+	4.00 3.72
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	2,200,000.00	10/30/2024 4.10%	2,177,828.13 2,181,595.50	100.89 3.64%	2,219,507.82 35,870.22	2.08% 37,912.32	Aa1/AA+ AA+	4.08 3.68
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	2,500,000.00	04/29/2025 3.77%	2,523,535.16 2,521,761.08	101.35 3.65%	2,533,789.05 33,695.65	2.37% 12,027.97	Aa1/AA+ AA+	4.17 3.76
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	2,400,000.00	12/27/2024 4.45%	2,366,062.50 2,370,692.06	101.83 3.65%	2,443,968.74 25,155.74	2.29% 73,276.69	Aa1/AA+ AA+	4.25 3.83

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	2,500,000.00	04/29/2025 3.78%	2,550,488.28 2,546,884.05	102.36 3.67%	2,558,886.73 9,239.13	2.39% 12,002.67	Aa1/AA+ AA+	4.42 3.99
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	-- 4.02%	2,697,195.31 2,697,429.86	101.40 3.66%	2,737,863.29 298.34	2.56% 40,433.43	Aa1/AA+ AA+	4.50 4.09
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	2,500,000.00	04/29/2025 3.80%	2,480,664.06 2,481,999.06	99.78 3.68%	2,494,531.25 38,131.83	2.33% 12,532.19	Aa1/AA+ AA+	4.58 4.12
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	2,700,000.00	05/29/2025 4.03%	2,681,542.97 2,682,508.98	100.85 3.67%	2,722,886.71 35,254.08	2.55% 40,377.73	Aa1/AA+ AA+	4.66 4.18
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	2,600,000.00	-- 3.84%	2,589,183.60 2,589,389.77	100.27 3.69%	2,606,906.25 24,774.59	2.44% 17,516.48	Aa1/AA+ AA+	4.75 4.27
Total US Treasury		**37,700,000.00**	**3.79%**	**37,570,531.28** **37,613,877.74**	**100.84** **3.66%**	**38,003,722.65** **333,872.99**	**35.54%** **389,844.91**		**3.88** **3.52**
Total Portfolio		**106,568,215.28**	**3.56%**	**106,036,539.05** **106,145,137.69**	**100.12** **3.91%**	**106,941,892.10** **686,098.83**	**100.00%** **796,754.41**		**2.81** **2.39**
Total Market Value + Accrued						**107,627,990.94**			

TRANSACTION LEDGER

City of Orange | Account #10888 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/04/2025	31846V203	2,592.31	FIRST AMER:GVT OBLG Y	1.000	3.91%	(2,592.31)	0.00	(2,592.31)	0.00
Purchase	08/08/2025	31846V203	10,500.00	FIRST AMER:GVT OBLG Y	1.000	3.91%	(10,500.00)	0.00	(10,500.00)	0.00
Purchase	08/13/2025	31846V203	4,436.25	FIRST AMER:GVT OBLG Y	1.000	3.91%	(4,436.25)	0.00	(4,436.25)	0.00
Purchase	08/14/2025	31846V203	14,805.00	FIRST AMER:GVT OBLG Y	1.000	3.91%	(14,805.00)	0.00	(14,805.00)	0.00
Purchase	08/15/2025	31846V203	70,103.47	FIRST AMER:GVT OBLG Y	1.000	3.90%	(70,103.47)	0.00	(70,103.47)	0.00
Purchase	08/15/2025	31846V203	6,594.08	FIRST AMER:GVT OBLG Y	1.000	3.90%	(6,594.08)	0.00	(6,594.08)	0.00
Purchase	08/18/2025	31846V203	27,000.00	FIRST AMER:GVT OBLG Y	1.000	3.92%	(27,000.00)	0.00	(27,000.00)	0.00
Purchase	08/20/2025	31846V203	3,759.41	FIRST AMER:GVT OBLG Y	1.000	3.93%	(3,759.41)	0.00	(3,759.41)	0.00
Purchase	08/20/2025	31846V203	1,669.83	FIRST AMER:GVT OBLG Y	1.000	3.93%	(1,669.83)	0.00	(1,669.83)	0.00
Purchase	08/21/2025	31846V203	40,556.31	FIRST AMER:GVT OBLG Y	1.000	3.90%	(40,556.31)	0.00	(40,556.31)	0.00
Purchase	08/21/2025	31846V203	11,162.50	FIRST AMER:GVT OBLG Y	1.000	3.90%	(11,162.50)	0.00	(11,162.50)	0.00
Purchase	08/25/2025	31846V203	2,465.25	FIRST AMER:GVT OBLG Y	1.000	3.91%	(2,465.25)	0.00	(2,465.25)	0.00
Purchase	08/25/2025	31846V203	18,200.48	FIRST AMER:GVT OBLG Y	1.000	3.91%	(18,200.48)	0.00	(18,200.48)	0.00
Purchase	08/26/2025	31846V203	30,312.50	FIRST AMER:GVT OBLG Y	1.000	3.93%	(30,312.50)	0.00	(30,312.50)	0.00
Purchase	08/27/2025	91282CHF1	1,300,000.00	UNITED STATES TREASURY 3.75 05/31/2030	100.051	3.74%	(1,300,660.16)	(11,721.31)	(1,312,381.47)	0.00
Purchase	08/28/2025	31846V203	29,143.80	FIRST AMER:GVT OBLG Y	1.000	3.93%	(29,143.80)	0.00	(29,143.80)	0.00
Total Purchase			**1,573,301.19**				**(1,573,961.35)**	**(11,721.31)**	**(1,585,682.66)**	**0.00**
TOTAL ACQUISITIONS			**1,573,301.19**				**(1,573,961.35)**	**(11,721.31)**	**(1,585,682.66)**	**0.00**
DISPOSITIONS										
Sale	08/08/2025	31846V203	(6,469.19)	FIRST AMER:GVT OBLG Y	1.000	3.91%	6,469.19	0.00	6,469.19	0.00
Sale	08/27/2025	31846V203	(297,506.77)	FIRST AMER:GVT OBLG Y	1.000	3.93%	297,506.77	0.00	297,506.77	0.00
Sale	08/27/2025	91282CGT2	(1,000,000.00)	UNITED STATES TREASURY 3.625 03/31/2028	100.012	3.68%	1,000,117.19	(14,757.51)	1,014,874.70	1,391.82
Total Sale			**(1,303,975.96)**				**1,304,093.15**	**(14,757.51)**	**1,318,850.66**	**1,391.82**
TOTAL DISPOSITIONS			**(1,303,975.96)**				**1,304,093.15**	**(14,757.51)**	**1,318,850.66**	**1,391.82**

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Coupon	08/01/2025	3137FPJG1	0.00	FHMS K-099 A2 2.595 09/25/2029		4.29%	2,465.25	0.00	2,465.25	0.00
Coupon	08/01/2025	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.23%	2,586.25	0.00	2,586.25	0.00
Coupon	08/08/2025	037833EB2	0.00	APPLE INC 0.7 02/08/2026		0.70%	10,500.00	0.00	10,500.00	0.00
Coupon	08/13/2025	713448FQ6	0.00	PEPSICO INC 4.55 02/13/2026		4.57%	4,436.25	0.00	4,436.25	0.00
Coupon	08/14/2025	532457CQ9	0.00	ELI LILLY AND CO 4.2 08/14/2029		4.25%	14,805.00	0.00	14,805.00	0.00
Coupon	08/15/2025	47786WAD2	0.00	JDOT 2024-B A3 5.2 03/15/2029		5.81%	2,210.00	0.00	2,210.00	0.00
Coupon	08/15/2025	44934QAD3	0.00	HART 2024-B A3 4.84 03/15/2029		5.45%	1,149.50	0.00	1,149.50	0.00
Coupon	08/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	4,598.04	0.00	4,598.04	0.00
Coupon	08/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	4,558.00	0.00	4,558.00	0.00
Coupon	08/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		5.09%	1,762.50	0.00	1,762.50	0.00
Coupon	08/15/2025	05522RDJ4	0.00	BACCT 2024-1 A 4.93 05/15/2029		4.93%	2,074.71	0.00	2,074.71	0.00
Coupon	08/15/2025	02582JJZ4	0.00	AMXCA 2023-1 A 4.87 05/15/2026		4.92%	1,420.42	0.00	1,420.42	0.00
Coupon	08/15/2025	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.84%	2,286.00	0.00	2,286.00	0.00
Coupon	08/15/2025	58768YAD7	0.00	MBALT 2025-A A3 4.61 04/16/2029		4.66%	2,036.08	0.00	2,036.08	0.00
Coupon	08/15/2025	44935DAD1	0.00	HALST 2025-B A3 4.53 04/17/2028		4.53%	1,245.75	0.00	1,245.75	0.00
Coupon	08/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.29%	2,002.00	0.00	2,002.00	0.00

TRANSACTION LEDGER

City of Orange | Account #10888 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	08/15/2025	171239AL0	0.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		4.08%	29,062.50	0.00	29,062.50	0.00
Coupon	08/15/2025	47800CAC0	0.00	JDOT 2023 A3 5.01 11/15/2027		3.39%	1,100.45	0.00	1,100.45	0.00
Coupon	08/18/2025	713448FL7	0.00	PEPSICO INC 3.6 02/18/2028		4.49%	27,000.00	0.00	27,000.00	0.00
Coupon	08/20/2025	362962AD4	0.00	GMALT 2025-2 A3 4.58 05/22/2028		4.80%	3,759.41	0.00	3,759.41	0.00
Coupon	08/20/2025	36271VAD9	0.00	GMALT 2025-1 A3 4.66 02/21/2028		4.66%	1,669.83	0.00	1,669.83	0.00
Coupon	08/21/2025	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	1,559.25	0.00	1,559.25	0.00
Coupon	08/21/2025	43815JAC7	0.00	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	439.48	0.00	439.48	0.00
Coupon	08/21/2025	907818GE2	0.00	UNION PACIFIC CORP 4.75 02/21/2026		4.77%	11,162.50	0.00	11,162.50	0.00
Coupon	08/21/2025	43813YAC6	0.00	HAROT 2024-3 A3 4.57 03/21/2029		4.66%	2,399.25	0.00	2,399.25	0.00
Coupon	08/21/2025	43814VAC1	0.00	HAROT 2025-1 A3 4.57 09/21/2029		4.57%	3,027.62	0.00	3,027.62	0.00
Coupon	08/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	601.03	0.00	601.03	0.00
Coupon	08/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	1,942.50	0.00	1,942.50	0.00
Coupon	08/25/2025	096924AD7	0.00	BMWOT 2025-A A3 4.56 09/25/2029		4.56%	2,584.00	0.00	2,584.00	0.00
Coupon	08/26/2025	17275RBR2	0.00	CISCO SYSTEMS INC 4.85 02/26/2029		4.84%	30,312.50	0.00	30,312.50	0.00
Coupon	08/28/2025	857477CU5	0.00	STATE STREET CORP 4.536 02/28/2028		4.51%	29,143.80	0.00	29,143.80	0.00
Coupon	08/31/2025	91282CKD2	0.00	UNITED STATES TREASURY 4.25 02/28/2029		4.18%	46,750.00	0.00	46,750.00	0.00
Coupon	08/31/2025	91282CFJ5	0.00	UNITED STATES TREASURY 3.125 08/31/2029		4.10%	31,250.00	0.00	31,250.00	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	08/31/2025	91282CGQ8	0.00	UNITED STATES TREASURY 4.0 02/28/2030		4.02%	54,000.00	0.00	54,000.00	0.00
Total Coupon			**0.00**				**337,899.87**	**0.00**	**337,899.87**	**0.00**
Custody Fee	08/25/2025	CCYUSD	(713.45)	Cash		0.00%	(713.45)	0.00	(713.45)	0.00
Total Custody Fee			**(713.45)**				**(713.45)**	**0.00**	**(713.45)**	**0.00**
Dividend	08/31/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.90%	828.56	0.00	828.56	0.00
Total Dividend			**0.00**				**828.56**	**0.00**	**828.56**	**0.00**
Management Fee	08/08/2025	CCYUSD	(6,469.19)	Cash		0.00%	(6,469.19)	0.00	(6,469.19)	0.00
Total Management Fee			**(6,469.19)**				**(6,469.19)**	**0.00**	**(6,469.19)**	**0.00**
Principal Paydown	08/15/2025	47800CAC0	21,191.60	JDOT 2023 A3 5.01 11/15/2027		3.39%	21,191.60	--	21,191.60	(0.00)
Principal Paydown	08/21/2025	438123AC5	20,734.10	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	20,734.10	--	20,734.10	(0.00)
Principal Paydown	08/21/2025	43815JAC7	12,396.61	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	12,396.61	--	12,396.61	0.00
Principal Paydown	08/25/2025	05592XAD2	11,200.15	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	11,200.15	--	11,200.15	(0.00)
Total Principal Paydown			**65,522.46**				**65,522.46**	**--**	**65,522.46**	**0.00**
TOTAL OTHER TRANSACTIONS			**58,339.82**				**397,068.25**	**0.00**	**397,068.25**	**0.00**

INCOME EARNED

City of Orange | Account #10888 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	160,836.03	191,510.80 273,301.19 (303,975.96) 160,836.03	0.00 2,592.31 0.00 2,592.31	0.00 0.00 0.00 2,592.31	2,592.31
CCYUSD	Receivable	132,828.56	2,592.31 0.00 0.00 132,828.56	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**293,664.59**	**194,103.11** **273,301.19** **(303,975.96)** **293,664.59**	**0.00** **2,592.31** **0.00** **2,592.31**	**0.00** **0.00** **0.00** **2,592.31**	**2,592.31**
FIXED INCOME						
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	06/07/2023 06/14/2023 350,000.00	349,989.21 0.00 0.00 349,990.38	757.56 1,420.42 757.56 1,420.42	1.17 0.00 1.17 1,421.59	1,421.59
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 1,055,000.00	1,054,982.29 0.00 0.00 1,054,983.63	2,452.29 4,598.04 2,452.29 4,598.04	1.34 0.00 1.34 4,599.38	4,599.38
037833EB2	APPLE INC 0.7 02/08/2026	02/08/2021 02/08/2021 3,000,000.00	2,999,971.76 0.00 0.00 2,999,976.34	10,091.67 10,500.00 1,341.67 1,750.00	4.58 0.00 4.58 1,754.58	1,754.58
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	06/06/2024 06/13/2024 505,000.00	504,978.28 0.00 0.00 504,978.76	1,106.51 2,074.71 1,106.51 2,074.71	0.49 0.00 0.49 2,075.20	2,075.20
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/11/2023 07/18/2023 120,653.45	131,840.58 0.00 (11,200.15) 120,641.93	120.21 601.03 110.00 590.82	1.50 0.00 1.50 592.32	592.32

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	06/27/2024 06/28/2024 1,250,000.00	1,224,856.81 0.00 0.00 1,226,308.28	1,460.56 0.00 5,443.89 3,983.33	1,451.47 0.00 1,451.47 5,434.80	5,434.80
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	03/30/2023 03/31/2023 1,000,000.00	995,982.62 0.00 0.00 996,143.52	17,886.11 0.00 21,802.78 3,916.67	160.90 0.00 160.90 4,077.57	4,077.57
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 450,000.00	449,948.17 0.00 0.00 449,949.40	388.50 1,942.50 388.50 1,942.50	1.23 0.00 1.23 1,943.73	1,943.73
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	02/04/2025 02/12/2025 680,000.00	679,939.77 0.00 0.00 679,941.01	516.80 2,584.00 516.80 2,584.00	1.23 0.00 1.23 2,585.23	2,585.23
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	01/06/2025 01/08/2025 960,000.00	958,355.21 0.00 0.00 958,386.66	2,944.00 0.00 6,784.00 3,840.00	31.45 0.00 31.45 3,871.45	3,871.45
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 1,060,000.00	1,059,816.50 0.00 0.00 1,059,821.48	2,430.93 4,558.00 2,430.93 4,558.00	4.99 0.00 4.99 4,562.99	4,562.99
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	09/26/2024 09/27/2024 1,250,000.00	1,275,323.57 0.00 0.00 1,274,779.92	26,802.08 29,062.50 2,583.33 4,843.75	0.00 (543.65) (543.65) 4,300.10	4,300.10
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/27/2024 02/29/2024 1,250,000.00	1,250,461.85 0.00 0.00 1,250,450.61	26,102.43 30,312.50 842.01 5,052.08	0.00 (11.24) (11.24) 5,040.85	5,040.85
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	09/05/2023 09/08/2023 505,000.00	504,868.16 0.00 0.00 504,878.30	10,330.76 0.00 12,498.05 2,167.29	10.14 0.00 10.14 2,177.43	2,177.43

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	07/24/2023 07/25/2023 2,000,000.00	1,953,840.95 0.00 0.00 1,955,212.89	9,388.89 0.00 14,805.56 5,416.67	1,371.94 0.00 1,371.94 6,788.60	6,788.60
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	07/29/2021 07/29/2021 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	250.00 0.00 4,000.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	01/29/2024 01/30/2024 2,000,000.00	2,041,887.54 0.00 0.00 2,040,827.53	13,986.11 0.00 21,902.78 7,916.67	0.00 (1,060.01) (1,060.01) 6,856.66	6,856.66
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	03/27/2023 03/28/2023 2,000,000.00	2,021,711.40 0.00 0.00 2,020,842.94	33,055.56 0.00 40,347.22 7,291.67	0.00 (868.46) (868.46) 6,423.21	6,423.21
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	04/29/2024 04/30/2024 2,100,000.00	2,103,193.75 0.00 0.00 2,103,121.38	25,214.58 0.00 33,527.08 8,312.50	0.00 (72.37) (72.37) 8,240.13	8,240.13
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	10/28/2020 10/28/2020 8,050,000.00	8,050,000.00 0.00 0.00 8,050,000.00	12,477.50 0.00 16,502.50 4,025.00	0.00 0.00 0.00 4,025.00	4,025.00
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	06/11/2025 06/16/2025 1,140,000.00	1,068,332.26 0.00 0.00 1,069,821.33	2,465.25 2,465.25 2,465.25 2,465.25	1,489.08 0.00 1,489.08 3,954.33	3,954.33
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	06/12/2025 06/17/2025 1,500,000.00	1,369,459.90 0.00 0.00 1,371,967.18	2,586.25 2,586.25 2,586.25 2,586.25	2,507.28 0.00 2,507.28 5,093.53	5,093.53
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	02/05/2025 02/12/2025 430,000.00	429,957.07 0.00 0.00 429,958.50	612.27 1,669.83 612.27 1,669.83	1.42 0.00 1.42 1,671.25	1,671.25

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	05/29/2025 05/29/2025 985,000.00	985,510.63 0.00 0.00 985,487.51	1,378.45 3,759.41 1,378.45 3,759.41	0.23 (23.35) (23.12) 3,736.29	3,736.29
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	11/26/2024 11/27/2024 1,300,000.00	1,276,209.59 0.00 0.00 1,276,695.75	18,863.54 0.00 23,390.79 4,527.25	486.16 0.00 486.16 5,013.41	5,013.41
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/27/2024 06/28/2024 1,250,000.00	1,246,865.72 0.00 0.00 1,246,933.95	5,937.50 0.00 10,885.42 4,947.92	68.23 0.00 68.23 5,016.15	5,016.15
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	11/01/2023 11/08/2023 309,265.90	329,963.66 0.00 (20,734.10) 309,232.84	519.75 1,559.25 487.09 1,526.59	3.28 0.00 3.28 1,529.88	1,529.88
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	08/09/2024 08/21/2024 630,000.00	629,921.44 0.00 0.00 629,923.27	799.75 2,399.25 799.75 2,399.25	1.83 0.00 1.83 2,401.08	2,401.08
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	02/04/2025 02/11/2025 795,000.00	794,978.00 0.00 0.00 794,978.45	1,009.21 3,027.62 1,009.21 3,027.62	0.45 0.00 0.45 3,028.07	3,028.07
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	02/16/2023 02/24/2023 92,242.13	104,630.69 0.00 (12,396.61) 92,235.38	146.49 439.48 129.14 422.12	1.30 0.00 1.30 423.43	423.43
44934QAD3	HART 2024-B A3 4.84 03/15/2029	07/16/2024 07/24/2024 285,000.00	284,966.45 0.00 0.00 284,967.24	613.07 1,149.50 613.07 1,149.50	0.79 0.00 0.79 1,150.29	1,150.29
44935CAD3	HART 2025-A A3 4.32 10/15/2029	03/04/2025 03/12/2025 635,000.00	634,914.27 0.00 0.00 634,916.00	1,219.20 2,286.00 1,219.20 2,286.00	1.73 0.00 1.73 2,287.73	2,287.73

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	04/24/2025 04/30/2025 330,000.00	329,972.76 0.00 0.00 329,973.61	664.40 1,245.75 664.40 1,245.75	0.85 0.00 0.85 1,246.60	1,246.60
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 2,000,000.00	1,963,429.06 0.00 0.00 1,964,482.68	3,694.44 0.00 9,527.78 5,833.33	1,053.62 0.00 1,053.62 6,886.96	6,886.96
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	03/14/2025 03/20/2025 635,000.00	632,899.41 0.00 0.00 632,937.89	9,531.61 0.00 11,714.43 2,182.81	38.49 0.00 38.49 2,221.30	2,221.30
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	06/11/2024 06/18/2024 510,000.00	509,923.86 0.00 0.00 509,925.64	1,178.67 2,210.00 1,178.67 2,210.00	1.79 0.00 1.79 2,211.79	2,211.79
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	02/22/2023 03/02/2023 242,389.21	263,557.46 0.00 (21,191.60) 242,368.53	586.91 1,100.45 539.72 1,053.26	2.67 0.00 2.67 1,055.94	1,055.94
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 500,000.00	499,971.27 0.00 0.00 499,971.86	940.00 1,762.50 940.00 1,762.50	0.59 0.00 0.59 1,763.09	1,763.09
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	08/12/2024 08/14/2024 705,000.00	703,753.68 0.00 0.00 703,779.89	13,735.75 14,805.00 1,398.25 2,467.50	26.21 0.00 26.21 2,493.71	2,493.71
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	1,202,308.78 0.00 0.00 1,202,264.68	3,465.00 0.00 8,415.00 4,950.00	8.15 (52.25) (44.10) 4,905.90	4,905.90
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	05/14/2025 05/21/2025 530,000.00	529,938.65 0.00 0.00 529,940.06	1,085.91 2,036.08 1,085.91 2,036.08	1.40 0.00 1.40 2,037.48	2,037.48

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
58933YBH7	MERCK & CO INC 4.05 05/17/2028	09/26/2024 09/27/2024 1,250,000.00	1,258,980.93 0.00 0.00 1,258,699.71	10,406.25 0.00 14,625.00 4,218.75	0.00 (281.22) (281.22) 3,937.53	3,937.53
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	01/02/2025 01/09/2025 820,000.00	818,499.52 0.00 0.00 818,528.19	2,455.44 0.00 5,803.78 3,348.33	28.68 0.00 28.68 3,377.01	3,377.01
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	05/23/2025 05/27/2025 2,000,000.00	1,952,555.56 0.00 0.00 1,959,909.45	0.00 0.00 0.00 0.00	7,353.89 0.00 7,353.89 7,353.89	7,353.89
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	10/20/2022 10/31/2022 495,000.00	494,945.48 0.00 0.00 494,964.26	6,819.31 0.00 9,067.44 2,248.13	18.78 0.00 18.78 2,266.90	2,266.90
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	12/02/2024 12/05/2024 830,000.00	829,588.82 0.00 0.00 829,596.85	5,939.11 0.00 9,120.78 3,181.67	8.03 0.00 8.03 3,189.70	3,189.70
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	03/27/2024 03/28/2024 1,200,000.00	1,196,158.66 0.00 0.00 1,196,251.77	153.33 0.00 4,753.33 4,600.00	93.11 0.00 93.11 4,693.11	4,693.11
713448FL7	PEPSICO INC 3.6 02/18/2028	03/27/2024 03/28/2024 1,500,000.00	1,469,055.05 0.00 0.00 1,470,085.44	24,450.00 27,000.00 1,950.00 4,500.00	1,030.39 0.00 1,030.39 5,530.39	5,530.39
713448FQ6	PEPSICO INC 4.55 02/13/2026	02/13/2023 02/15/2023 195,000.00	194,979.74 0.00 0.00 194,982.94	4,140.50 4,436.25 443.63 739.38	3.20 0.00 3.20 742.58	742.58
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 380,000.00	379,956.38 0.00 0.00 379,959.28	4,381.88 0.00 6,004.79 1,622.92	2.90 0.00 2.90 1,625.82	1,625.82

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	03/30/2023 03/31/2023 1,000,000.00	998,972.00 0.00 0.00 999,007.65	2,586.11 0.00 6,669.44 4,083.33	35.65 0.00 35.65 4,118.98	4,118.98
857477CU5	STATE STREET CORP 4.536 02/28/2028	02/25/2025 02/28/2025 1,285,000.00	1,285,000.00 0.00 0.00 1,285,000.00	24,772.23 29,143.80 485.73 4,857.30	0.00 0.00 0.00 4,857.30	4,857.30
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	11/19/2020 11/19/2020 5,000,000.00	5,001,060.27 0.00 0.00 5,000,627.79	11,666.67 0.00 15,000.00 3,333.33	0.00 (432.48) (432.48) 2,900.86	2,900.86
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	02/13/2023 02/21/2023 470,000.00	469,942.26 0.00 0.00 469,951.04	9,922.22 11,162.50 620.14 1,860.42	8.77 0.00 8.77 1,869.19	1,869.19
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	12/28/2023 12/29/2023 2,000,000.00	1,956,233.27 0.00 0.00 1,957,362.02	13,247.28 0.00 18,512.23 5,264.95	1,128.76 0.00 1,128.76 6,393.71	6,393.71
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	09/30/2021 09/30/2021 3,000,000.00	2,995,472.30 0.00 0.00 2,995,802.56	8,821.72 0.00 11,045.08 2,223.36	330.26 0.00 330.26 2,553.62	2,553.62
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	10/30/2024 10/31/2024 2,000,000.00	1,928,327.46 0.00 0.00 1,929,817.63	26,154.89 0.00 172.65 (25,982.24)	1,490.17 0.00 1,490.17 (24,492.07)	(24,492.07)
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	10/30/2024 10/31/2024 2,200,000.00	2,181,212.58 0.00 0.00 2,181,595.50	28,649.59 0.00 35,870.22 7,220.63	382.91 0.00 382.91 7,603.54	7,603.54
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	04/29/2025 04/30/2025 2,500,000.00	2,522,204.60 0.00 0.00 2,521,761.08	25,271.74 0.00 33,695.65 8,423.91	0.00 (443.52) (443.52) 7,980.39	7,980.39

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	2,697,381.30 0.00 0.00 2,697,429.86	45,195.65 0.00 298.34 (44,897.31)	48.55 0.00 48.55 (44,848.76)	(44,848.76)
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,481,665.31 0.00 0.00 2,481,999.06	30,455.94 0.00 38,131.83 7,675.89	333.75 0.00 333.75 8,009.64	8,009.64
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	0.00	998,690.38 0.00 (998,725.37) 0.00	12,182.38 14,757.51 0.00 2,575.13	72.79 (37.80) 35.00 2,610.13	2,610.13
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	2,600,000.00	1,288,529.94 1,300,660.16 0.00 2,589,389.77	8,258.20 (11,721.31) 24,774.59 4,795.08	201.57 (1.90) 199.67 4,994.76	4,994.76
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	03/27/2024 03/28/2024 2,200,000.00	2,204,810.16 0.00 0.00 2,204,696.07	39,127.72 0.00 258.29 (38,869.43)	0.00 (114.09) (114.09) (38,983.52)	(38,983.52)
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	05/28/2024 05/29/2024 2,200,000.00	2,170,586.91 0.00 0.00 2,171,268.38	30,497.95 0.00 38,184.43 7,686.48	681.47 0.00 681.47 8,367.94	8,367.94
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	2,033,749.28 0.00 0.00 2,032,984.49	23,376.36 0.00 31,168.48 7,792.12	0.00 (764.79) (764.79) 7,027.33	7,027.33
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	06/13/2024 06/14/2024 2,200,000.00	2,218,976.16 0.00 0.00 2,218,555.67	16,770.49 0.00 25,155.74 8,385.25	0.00 (420.49) (420.49) 7,964.76	7,964.76
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/26/2024 09/27/2024 2,000,000.00	2,031,805.89 0.00 0.00 2,031,130.55	217.39 0.00 6,956.52 6,739.13	0.00 (675.33) (675.33) 6,063.80	6,063.80

INCOME EARNED

City of Orange | Account #10888 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	12/27/2024 12/30/2024 2,400,000.00	2,370,106.28 0.00 0.00 2,370,692.06	16,770.49 0.00 25,155.74 8,385.25	585.78 0.00 585.78 8,971.03	8,971.03
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,547,785.11 0.00 0.00 2,546,884.05	288.72 0.00 9,239.13 8,950.41	0.00 (901.06) (901.06) 8,049.35	8,049.35
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	05/29/2025 05/30/2025 2,700,000.00	2,682,190.40 0.00 0.00 2,682,508.98	26,440.56 0.00 35,254.08 8,813.52	318.58 0.00 318.58 9,132.10	9,132.10
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	05/28/2024 05/29/2024 1,000,000.00	975,501.38 0.00 0.00 976,102.70	1,888.89 0.00 5,430.56 3,541.67	601.31 0.00 601.31 4,142.98	4,142.98
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	10/17/2024 10/24/2024 560,000.00	559,929.65 0.00 0.00 559,931.07	1,067.73 2,002.00 1,067.73 2,002.00	1.42 0.00 1.42 2,003.42	2,003.42
Total Fixed Income		**106,274,550.69**	**105,598,266.05** **1,300,660.16** **(1,064,247.83)** **105,851,473.10**	**731,173.22** **208,936.07** **686,098.83** **163,861.68**	**23,498.72** **(6,703.99)** **16,794.73** **180,656.41**	**180,656.41**
TOTAL PORTFOLIO		**106,568,215.28**	**105,792,369.16** **1,573,961.35** **(1,368,223.79)** **106,145,137.69**	**731,173.22** **211,528.38** **686,098.83** **166,453.99**	**23,498.72** **(6,703.99)** **16,794.73** **183,248.72**	**183,248.72**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
SEPTEMBER 2025							
09/02/2025	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	828.56		828.56
09/02/2025	Coupon	91282CFJ5	0.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
09/02/2025	Coupon	91282CGQ8	0.00	UNITED STATES TREASURY 4.0 02/28/2030		54,000.00	54,000.00
09/02/2025	Coupon	91282CKD2	0.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
09/08/2025	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
09/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
09/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
09/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
09/15/2025	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
09/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
09/15/2025	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
09/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
09/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
09/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
09/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
09/15/2025	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		1,011.97	1,011.97
09/15/2025	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	18,743.49		18,743.49
09/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
09/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
09/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
09/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
09/22/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
09/22/2025	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		1,473.17	1,473.17
09/22/2025	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	18,867.27		18,867.27
09/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
09/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
09/22/2025	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		407.81	407.81
09/22/2025	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	11,677.85		11,677.85
09/22/2025	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2025	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		558.77	558.77
09/25/2025	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	9,813.69		9,813.69
09/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
09/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
09/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
09/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
09/26/2025	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
09/30/2025	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
09/30/2025	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
09/30/2025	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
09/30/2025	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00
September 2025 Total					**59,930.86**	**448,180.48**	**508,111.34**
OCTOBER 2025							
10/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
10/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
10/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
10/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
10/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
10/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
10/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
10/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
10/15/2025	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		933.72	933.72
10/15/2025	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	23,155.07		23,155.07
10/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
10/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
10/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
10/16/2025	Coupon	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025		20,000.00	20,000.00
10/16/2025	Final Maturity	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00		5,000,000.00
10/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
10/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/21/2025	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		1,384.03	1,384.03
10/21/2025	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	18,121.39		18,121.39
10/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
10/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
10/21/2025	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		358.76	358.76
10/21/2025	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	11,244.65		11,244.65
10/27/2025	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		514.04	514.04
10/27/2025	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	9,433.37		9,433.37
10/27/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
10/27/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
10/27/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
10/27/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
10/28/2025	Coupon	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025		24,150.00	24,150.00
10/28/2025	Final Maturity	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00		8,050,000.00
10/30/2025	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
10/30/2025	Coupon	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025		13,488.75	13,488.75
10/30/2025	Final Maturity	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00		495,000.00
10/31/2025	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
10/31/2025	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
10/31/2025	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
October 2025 Total					**13,606,954.49**	**305,043.92**	**13,911,998.41**
NOVEMBER 2025							
11/10/2025	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
11/17/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
11/17/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
11/17/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
11/17/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
11/17/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/17/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
11/17/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
11/17/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
11/17/2025	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		837.05	837.05
11/17/2025	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	27,319.29		27,319.29
11/17/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
11/17/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
11/17/2025	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
11/17/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
11/17/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
11/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
11/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
11/21/2025	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		1,298.40	1,298.40
11/21/2025	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	17,649.29		17,649.29
11/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
11/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
11/21/2025	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		311.53	311.53
11/21/2025	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	9,882.75		9,882.75
11/25/2025	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		471.04	471.04
11/25/2025	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	8,679.47		8,679.47
11/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
11/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
11/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
11/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
November 2025 Total					**63,530.80**	**114,995.15**	**178,525.95**
DECEMBER 2025							
12/01/2025	Coupon	91282CHF1	2,600,000.00	UNITED STATES TREASURY 3.75 05/31/2030		48,750.00	48,750.00
12/01/2025	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00
12/01/2025	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
12/05/2025	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00

CASH FLOW REPORT

City of Orange | Account #10888 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/08/2025	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
12/09/2025	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
12/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
12/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
12/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
12/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
12/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
12/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
12/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
12/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
12/15/2025	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		722.99	722.99
12/15/2025	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	18,352.18		18,352.18
12/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
12/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
12/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
12/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
12/22/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
12/22/2025	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		1,215.01	1,215.01
12/22/2025	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	16,738.46		16,738.46
12/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
12/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
12/22/2025	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		270.02	270.02
12/22/2025	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	9,435.88		9,435.88
12/25/2025	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		431.48	431.48
12/25/2025	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	8,253.61		8,253.61
12/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
12/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
12/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
12/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
December 2025 Total					**52,780.13**	**324,944.12**	**377,724.25**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JANUARY 2026							
01/08/2026	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00
01/09/2026	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
01/12/2026	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
01/12/2026	Coupon	57629TBV8	1,200,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		29,700.00	29,700.00
01/12/2026	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
01/13/2026	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		3,696.88	3,696.88
01/13/2026	Effective Maturity	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026	195,000.00		195,000.00
01/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
01/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
01/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
01/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
01/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
01/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
01/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
01/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
01/15/2026	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		646.37	646.37
01/15/2026	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	20,841.18		20,841.18
01/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
01/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
01/15/2026	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
01/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
01/20/2026	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00
01/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
01/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
01/21/2026	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		1,135.92	1,135.92
01/21/2026	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	16,400.70		16,400.70
01/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
01/21/2026	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		230.39	230.39
01/21/2026	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	9,229.26		9,229.26
01/21/2026	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		9,302.08	9,302.08
01/21/2026	Effective Maturity	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00		470,000.00
01/26/2026	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		393.85	393.85
01/26/2026	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	8,095.92		8,095.92
01/26/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
01/26/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	12,427.08		12,427.08
01/26/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
01/26/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
01/26/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
01/29/2026	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
January 2026 Total					**731,994.15**	**261,162.62**	**993,156.77**
FEBRUARY 2026							
02/02/2026	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
02/09/2026	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
02/09/2026	Final Maturity	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026	3,000,000.00		3,000,000.00
02/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
02/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
02/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
02/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
02/16/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
02/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
02/16/2026	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		559.36	559.36
02/16/2026	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	13,779.45		13,779.45
02/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
02/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
02/17/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
02/17/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/17/2026	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
02/17/2026	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
02/17/2026	Final Maturity	62479MBH5	2,000,000.00	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00		2,000,000.00
02/17/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
02/18/2026	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
02/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
02/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
02/23/2026	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		1,058.43	1,058.43
02/23/2026	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	16,142.20		16,142.20
02/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
02/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
02/23/2026	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		191.63	191.63
02/23/2026	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	9,056.71		9,056.71
02/25/2026	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		356.95	356.95
02/25/2026	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	7,978.26		7,978.26
02/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,888.86	1,888.86
02/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	24,393.23		24,393.23
02/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
02/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
02/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
February 2026 Total					**5,071,349.86**	**280,294.84**	**5,351,644.70**
MARCH 2026							
03/02/2026	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		54,000.00	54,000.00
03/02/2026	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
03/09/2026	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
03/16/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
03/16/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
03/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
03/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
03/16/2026	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
03/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
03/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
03/16/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
03/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
03/16/2026	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		501.83	501.83
03/16/2026	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	12,294.93		12,294.93
03/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
03/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
03/16/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
03/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
03/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
03/20/2026	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
03/23/2026	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		982.15	982.15
03/23/2026	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	15,660.15		15,660.15
03/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
03/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
03/23/2026	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		153.59	153.59
03/23/2026	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	8,792.64		8,792.64
03/25/2026	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		320.58	320.58
03/25/2026	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	7,773.47		7,773.47
03/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,783.56	1,783.56
03/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	23,646.03		23,646.03
03/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
03/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
03/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
03/26/2026	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/31/2026	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
03/31/2026	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
03/31/2026	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
03/31/2026	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00
March 2026 Total					**68,167.22**	**475,671.77**	**543,838.98**
APRIL 2026							
04/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
04/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
04/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
04/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
04/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
04/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
04/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
04/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
04/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	33,410.79		33,410.79
04/15/2026	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		450.50	450.50
04/15/2026	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	14,948.22		14,948.22
04/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
04/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
04/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
04/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
04/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
04/21/2026	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		908.16	908.16
04/21/2026	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	16,043.41		16,043.41
04/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
04/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	18,287.21		18,287.21
04/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
04/21/2026	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		116.66	116.66
04/21/2026	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	8,875.13		8,875.13
04/27/2026	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		285.15	285.15
04/27/2026	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	7,502.25		7,502.25
04/27/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,681.49	1,681.49

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/27/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	23,776.13		23,776.13
04/27/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
04/27/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
04/27/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
04/30/2026	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
04/30/2026	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
04/30/2026	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
04/30/2026	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
April 2026 Total					**122,843.14**	**245,714.08**	**368,557.22**
MAY 2026							
05/11/2026	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
05/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
05/15/2026	Final Maturity	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00		350,000.00
05/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
05/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
05/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
05/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
05/15/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	13,594.10		13,594.10
05/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
05/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
05/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,065.22	2,065.22
05/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	32,404.69		32,404.69
05/15/2026	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		388.09	388.09
05/15/2026	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	14,867.62		14,867.62
05/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
05/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
05/15/2026	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
05/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
05/18/2026	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
05/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
05/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/21/2026	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		832.36	832.36
05/21/2026	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	15,441.39		15,441.39
05/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,329.61	2,329.61
05/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	37,522.75		37,522.75
05/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
05/21/2026	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		79.39	79.39
05/21/2026	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	8,556.61		8,556.61
05/25/2026	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		250.95	250.95
05/25/2026	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	6,557.81		6,557.81
05/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,578.85	1,578.85
05/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,821.49		22,821.49
05/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
05/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
05/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
May 2026 Total					**501,766.47**	**113,049.83**	**614,816.30**
JUNE 2026							
06/01/2026	Coupon	91282CHF1	2,600,000.00	UNITED STATES TREASURY 3.75 05/31/2030		48,750.00	48,750.00
06/01/2026	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00
06/01/2026	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
06/05/2026	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00
06/08/2026	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
06/09/2026	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
06/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
06/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
06/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
06/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,094.67	1,094.67
06/15/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	16,091.46		16,091.46
06/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
06/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
06/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		1,924.80	1,924.80
06/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	20,660.47		20,660.47

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2026	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		326.02	326.02
06/15/2026	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	13,006.20		13,006.20
06/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
06/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
06/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
06/22/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
06/22/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
06/22/2026	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		759.39	759.39
06/22/2026	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	12,840.91		12,840.91
06/22/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,186.71	2,186.71
06/22/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	36,833.76		36,833.76
06/22/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
06/22/2026	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		43.45	43.45
06/22/2026	Principal Paydown	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	8,353.05		8,353.05
06/25/2026	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		221.06	221.06
06/25/2026	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	6,447.05		6,447.05
06/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,480.34	1,480.34
06/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,456.98		22,456.98
06/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
06/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
06/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
06/25/2026	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
June 2026 Total					**136,689.87**	**321,219.39**	**457,909.27**
JULY 2026							
07/08/2026	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00
07/09/2026	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
07/10/2026	Coupon	57629TBV8	1,200,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		29,700.00	29,700.00
07/13/2026	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/13/2026	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
07/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
07/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
07/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
07/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,029.77	1,029.77
07/15/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	15,808.83		15,808.83
07/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
07/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
07/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		1,835.27	1,835.27
07/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	22,947.49		22,947.49
07/15/2026	Coupon	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027		271.72	271.72
07/15/2026	Principal Paydown	47800CAC0	242,389.21	JDOT 2023 A3 5.01 11/15/2027	13,466.95		13,466.95
07/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
07/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
07/15/2026	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
07/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
07/20/2026	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00
07/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
07/20/2026	Principal Paydown	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028	16,781.43		16,781.43
07/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
07/21/2026	Coupon	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028		698.72	698.72
07/21/2026	Principal Paydown	438123AC5	309,265.90	HAROT 2023-4 A3 5.67 06/21/2028	12,565.69		12,565.69
07/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,046.43	2,046.43
07/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	36,059.58		36,059.58
07/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
07/21/2026	Coupon	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027		8.37	8.37
07/21/2026	Effective Maturity	43815JAC7	92,242.13	HAROT 2023-1 A3 5.04 04/21/2027	1,992.11		1,992.11
07/27/2026	Coupon	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028		191.67	191.67
07/27/2026	Principal Paydown	05592XAD2	120,653.45	BMWOT 2023-A A3 5.47 02/25/2028	6,322.99		6,322.99
07/27/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,383.40	1,383.40
07/27/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,035.59		22,035.59
07/27/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00

CASH FLOW REPORT

City of Orange | Account #10888 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/27/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
07/27/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
07/29/2026	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
07/29/2026	Final Maturity	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00		5,000,000.00
07/31/2026	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
07/31/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2026	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
July 2026 Total					**5,147,980.64**	**364,825.80**	**5,512,806.44**
Grand Total			**342,965,115.21**		**25,563,987.62**	**3,255,102.01**	**28,819,089.63**

IMPORTANT DISCLOSURES

City of Orange | Account #10888 | As of August 31, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Orange | Account #10888 | As of September 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Orange | Account #10888 | As of September 30, 2025

Portfolio Characteristics

Average Modified Duration	2.35
Average Coupon	3.36%
Average Purchase YTM	3.55%
Average Market YTM	3.89%
Average Credit Quality*	AA+
Average Final Maturity	2.77
Average Life	2.41

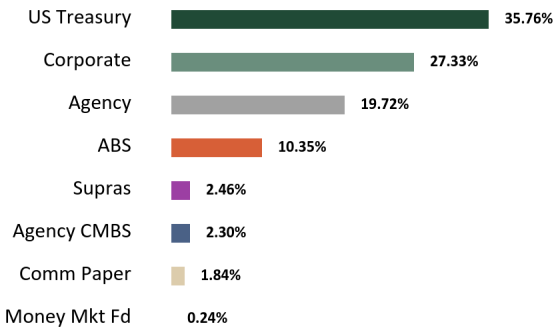
Account Summary

	End Values as of 08/31/2025	End Values as of 09/30/2025
Market Value	106,941,892.10	107,286,590.41
Accrued Interest	686,098.83	646,814.26
Total Market Value	**107,627,990.94**	**107,933,404.67**
Income Earned	183,248.72	442,134.41
Cont/WD	0.00	0.00
Par	106,568,215.28	106,875,700.28
Book Value	106,145,137.69	106,498,015.94
Cost Value	106,036,539.05	106,396,581.71

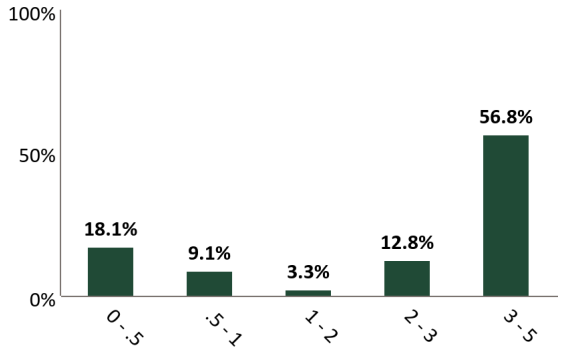
Top Issuers

United States	35.76%
Federal Home Loan Banks	8.33%
Federal Home Loan Mortgage Corp	7.48%
Toyota Motor Corporation	4.65%
Farm Credit System	3.91%
Apple Inc.	2.76%
International Bank for Recon and Dev	2.46%
FHLMC	2.30%

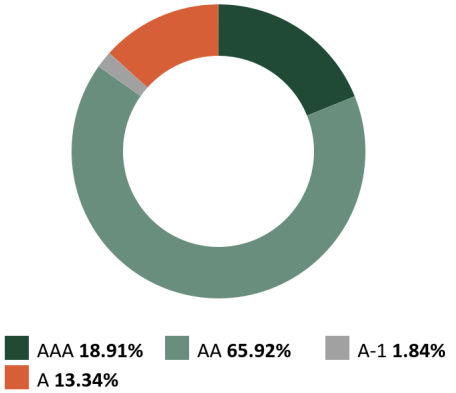
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/22)
City of Orange	0.29%	1.27%	4.69%	4.24%	5.84%	4.94%	--	--	1.97%
Benchmark Return	0.24%	1.14%	4.57%	3.77%	5.58%	4.42%	--	--	1.79%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

RECONCILIATION SUMMARY

City of Orange | Account #10888 | As of September 30, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**(775,000.00)**

Principal Paydowns

Month to Date	**(59,953.56)**
Fiscal Year to Date	**(164,591.35)**

Purchases

Month to Date	**2,895,830.05**
Fiscal Year to Date	**6,841,917.68**

Sales

Month to Date	**(2,377,813.31)**
Fiscal Year to Date	**(4,864,999.73)**

Interest Received

Month to Date	**448,971.13**
Fiscal Year to Date	**1,047,675.82**

Purchased / Sold Interest

Month to Date	**16,298.05**
Fiscal Year to Date	**11,209.25**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	106,145,137.69	105,399,801.80
Maturities/Calls	0.00	(775,000.00)
Principal Paydowns	(59,953.56)	(164,591.35)
Purchases	2,895,830.05	6,841,917.68
Sales	(2,377,813.31)	(4,864,999.73)
Change in Cash, Payables, Receivables	(131,703.18)	(605.76)
Amortization/Accretion	16,149.80	49,733.03
Realized Gain (Loss)	10,368.45	11,760.27
Ending Book Value	106,498,015.94	106,498,015.94

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	106,941,892.10	105,780,134.31
Maturities/Calls	0.00	(775,000.00)
Principal Paydowns	(59,953.56)	(164,591.35)
Purchases	2,895,830.05	6,841,917.68
Sales	(2,377,813.31)	(4,864,999.73)
Change in Cash, Payables, Receivables	(131,703.18)	(605.76)
Amortization/Accretion	16,149.80	49,733.03
Change in Net Unrealized Gain (Loss)	(8,179.94)	408,241.95
Realized Gain (Loss)	10,368.45	11,760.27
Ending Market Value	107,286,590.41	107,286,590.41

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	80,577.51	02/16/2023 5.09%	80,562.53 80,571.91	100.29 4.22%	80,812.73 112.81	0.08% 240.82	Aaa/NA AAA	1.56 0.34
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	225,184.38	02/22/2023 3.39%	225,143.36 225,165.89	100.44 4.24%	226,164.95 501.41	0.21% 999.06	Aaa/NA AAA	2.13 0.53
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	430,000.00	02/05/2025 4.66%	429,949.26 429,959.88	100.90 3.97%	433,856.54 612.27	0.40% 3,896.66	NA/AAA AAA	2.39 1.21
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	109,992.96	07/11/2023 5.47%	109,973.47 109,982.80	100.71 4.04%	110,769.83 100.28	0.10% 787.03	NA/AAA AAA	2.41 0.47
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	330,000.00	04/24/2025 4.53%	329,970.20 329,974.44	100.89 3.99%	332,929.28 664.40	0.31% 2,954.84	NA/AAA AAA	2.55 1.51
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00	06/07/2023 4.92%	349,968.96 349,991.50	100.54 4.02%	351,901.97 757.56	0.33% 1,910.47	NA/AAA AAA	0.62 0.60
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	985,000.00	-- 4.80%	985,558.36 985,465.13	100.92 3.97%	994,089.48 1,378.45	0.93% 8,624.35	NA/AAA AAA	2.64 1.40
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	288,842.28	11/01/2023 5.74%	288,791.42 288,812.32	101.18 4.06%	292,259.72 454.93	0.27% 3,447.41	Aaa/NA AAA	2.73 0.69
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,060,000.00	09/07/2023 5.23%	1,059,706.17 1,059,826.31	101.21 3.90%	1,072,777.03 2,430.93	1.00% 12,950.72	NA/AAA AAA	2.96 0.91
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	1,055,000.00	09/12/2023 5.29%	1,054,952.84 1,054,984.93	101.30 3.87%	1,068,736.10 2,452.29	1.00% 13,751.17	NA/AAA AAA	0.96 0.91
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	450,000.00	06/04/2024 5.18%	449,931.65 449,950.60	101.18 3.92%	455,304.60 388.50	0.42% 5,354.00	Aaa/AAA NA	3.41 0.89
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	510,000.00	06/11/2024 5.81%	509,900.30 509,927.37	101.64 4.10%	518,388.43 1,178.67	0.48% 8,461.06	Aaa/NA AAA	3.45 1.41
44934QAD3	HART 2024-B A3 4.84 03/15/2029	285,000.00	07/16/2024 5.45%	284,956.99 284,968.00	101.10 3.96%	288,126.65 613.07	0.27% 3,158.65	NA/AAA AAA	3.45 1.17
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	630,000.00	08/09/2024 4.66%	629,901.03 629,925.05	100.79 3.92%	635,000.31 799.75	0.59% 5,075.26	Aaa/NA AAA	3.47 1.14
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	530,000.00	05/14/2025 4.66%	529,935.39 529,941.42	101.39 3.98%	537,390.21 1,085.91	0.50% 7,448.80	NA/AAA AAA	3.54 2.05
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	505,000.00	06/06/2024 4.93%	504,971.67 504,979.24	101.69 3.88%	513,559.70 1,106.51	0.48% 8,580.46	Aaa/AAA NA	3.62 1.53
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	500,000.00	03/04/2025 5.09%	499,968.55 499,972.44	100.55 4.02%	502,747.20 940.00	0.47% 2,774.76	Aaa/NA AAA	3.96 2.21

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	795,000.00	02/04/2025 4.57%	794,975.51 794,978.89	101.10 3.94%	803,719.16 1,009.21	0.75% 8,740.28	NA/AAA AAA	3.97 1.61
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	680,000.00	02/04/2025 4.56%	679,933.02 679,942.20	100.93 3.95%	686,312.37 516.80	0.64% 6,370.18	Aaa/AAA NA	3.99 1.42
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	560,000.00	10/17/2024 4.29%	559,916.78 559,932.44	100.83 3.90%	564,626.27 1,067.73	0.53% 4,693.83	Aaa/AAA NA	4.04 1.92
44935CAD3	HART 2025-A A3 4.32 10/15/2029	635,000.00	03/04/2025 4.84%	634,906.34 634,917.67	100.76 3.89%	639,850.32 1,219.20	0.60% 4,932.65	NA/AAA AAA	4.04 1.61
Total ABS		**10,994,597.13**	**4.91%**	**10,993,873.80 10,994,170.40**	**101.04 3.95%**	**11,109,322.85 19,390.67**	**10.35% 115,152.45**		**3.03 1.31**
AGENCY									
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00	10/28/2020 0.60%	8,050,000.00 8,050,000.00	99.73 4.14%	8,028,614.53 20,527.50	7.48% (21,385.47)	Aa1/AA+ AA+	0.08 0.07
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00	07/29/2021 0.90%	5,010,000.00 5,000,000.00	97.67 3.79%	4,883,441.95 7,750.00	4.55% (116,558.05)	Aa1/AA+ AA+	0.83 0.81
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	2,000,000.00	03/27/2023 3.81%	2,045,720.00 2,020,002.50	101.27 3.70%	2,025,326.10 3,888.89	1.89% 5,323.60	Aa1/AA+ AA+	1.96 1.86
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	2,000,000.00	07/24/2023 4.15%	1,921,180.00 1,956,540.57	99.21 3.56%	1,984,236.70 20,222.22	1.85% 27,696.13	Aa1/AA+ AA+	2.69 2.53
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	2,000,000.00	01/29/2024 4.05%	2,060,660.00 2,039,801.71	103.24 3.66%	2,064,791.40 29,819.44	1.92% 24,989.69	Aa1/AA+ AA+	3.19 2.90
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	2,100,000.00	04/29/2024 4.70%	2,104,263.00 2,103,051.34	103.52 3.69%	2,173,851.18 41,839.58	2.03% 70,799.85	Aa1/AA+ AA+	3.58 3.22
Total Agency		**21,150,000.00**	**2.07%**	**21,191,823.00 21,169,396.12**	**100.09 3.87%**	**21,160,261.86 124,047.64**	**19.72% (9,134.26)**		**1.34 1.24**
AGENCY CMBS									
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	1,140,000.00	06/11/2025 4.29%	1,066,122.66 1,071,262.37	95.07 3.95%	1,083,787.63 2,465.25	1.01% 12,525.26	Aa1/AA+ AAA	3.99 3.62
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,500,000.00	06/12/2025 4.23%	1,365,820.31 1,374,393.58	92.45 3.99%	1,386,793.05 2,586.25	1.29% 12,399.47	Aa1/AA+ AAA	4.32 4.02
Total Agency CMBS		**2,640,000.00**	**4.26%**	**2,431,942.97 2,445,655.95**	**93.60 3.97%**	**2,470,580.68 5,051.50**	**2.30% 24,924.73**		**4.17 3.84**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	1,125.38	--	1,125.38 1,125.38	1.00 0.00%	1,125.38 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,125.38**		**1,125.38** **1,125.38**	**1.00** **0.00%**	**1,125.38** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
COMMERCIAL PAPER									
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00	05/23/2025 4.41%	1,936,898.89 1,967,026.11	98.44 4.16%	1,968,836.00 0.00	1.84% 1,809.89	P-1/A-1 NA	0.38 0.24
Total Commercial Paper		**2,000,000.00**	**4.41%**	**1,936,898.89** **1,967,026.11**	**98.44** **4.16%**	**1,968,836.00** **0.00**	**1.84%** **1,809.89**		**0.38** **0.24**
CORPORATE									
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,000,209.26	99.86 4.20%	4,992,897.50 18,333.33	4.65% (7,311.76)	A1/A+ A+	0.04 0.04
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00	10/20/2022 5.50%	494,336.70 494,982.43	100.06 4.61%	495,292.47 11,315.56	0.46% 310.04	A2/A- A	0.08 0.08
037833EB2	APPLE INC 0.7 02/08/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,980.78	98.85 4.00%	2,965,499.04 3,091.67	2.76% (34,481.74)	Aaa/AA+ NA	0.36 0.35
713448FQ6	PEPSICO INC 4.55 02/13/2026	195,000.00	02/13/2023 4.57%	194,886.90 194,986.04	100.10 4.25%	195,193.47 1,183.00	0.18% 207.42	A1/A+ NA	0.37 0.28
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00	02/13/2023 4.77%	469,689.80 469,959.53	100.15 4.35%	470,684.21 2,480.56	0.44% 724.68	A3/A- A-	0.39 0.30
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	505,000.00	09/05/2023 5.18%	504,641.45 504,888.12	101.25 3.77%	511,317.29 1,661.59	0.48% 6,429.18	A1/A A+	0.94 0.91
713448FW3	PEPSICO INC 5.125 11/10/2026	380,000.00	11/08/2023 5.13%	379,897.40 379,962.09	101.31 3.90%	384,996.93 7,627.71	0.36% 5,034.84	A1/A+ NA	1.11 0.97
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	1,000,000.00	03/30/2023 4.91%	991,550.00 996,299.23	101.22 4.04%	1,012,247.01 2,219.44	0.94% 15,947.78	A2/A- AA-	1.96 1.77
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	1,000,000.00	03/30/2023 4.95%	997,990.00 999,042.15	102.04 3.95%	1,020,400.27 10,752.78	0.95% 21,358.12	A1/A AA-	2.28 2.12
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	1,250,000.00	06/27/2024 5.30%	1,206,175.00 1,227,712.93	99.53 4.89%	1,244,185.78 9,427.22	1.16% 16,472.85	A1/A- AA-	2.31 1.25

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
713448FL7	PEPSICO INC 3.6 02/18/2028	1,500,000.00	03/27/2024 4.49%	1,452,735.00 1,471,082.59	99.51 3.81%	1,492,709.91 6,450.00	1.39% 21,627.32	A1/A+ NA	2.39 2.25
857477CU5	STATE STREET CORP 4.536 02/28/2028	1,285,000.00	02/25/2025 4.51%	1,285,000.00 1,285,000.00	101.28 3.97%	1,301,481.83 5,343.03	1.21% 16,481.83	Aa3/A AA-	2.41 2.18
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,250,000.00	09/26/2024 3.76%	1,261,775.00 1,258,427.56	100.55 3.83%	1,256,817.14 18,843.75	1.17% (1,610.42)	Aa3/A+ NA	2.63 2.36
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	1,000,000.00	05/28/2024 5.05%	967,180.00 976,684.61	100.35 4.13%	1,003,487.29 8,972.22	0.94% 26,802.68	A2/A+ A	3.29 2.94
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	1,200,000.00	03/27/2024 4.70%	1,194,684.00 1,196,341.87	101.86 4.00%	1,222,302.46 9,353.33	1.14% 25,960.58	A1/A+ NA	3.34 3.04
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/27/2024 4.84%	1,250,650.00 1,250,439.74	102.61 4.02%	1,282,665.76 5,894.10	1.20% 32,226.02	A1/AA- NA	3.41 3.03
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/27/2024 4.82%	1,245,987.50 1,246,999.98	102.41 4.05%	1,280,079.76 15,833.33	1.19% 33,079.78	A2/A A	3.73 3.29
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	705,000.00	08/12/2024 4.25%	703,456.05 703,805.26	100.71 4.00%	709,990.56 3,865.75	0.66% 6,185.30	Aa3/A+ NA	3.87 3.45
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	1,250,000.00	09/26/2024 4.08%	1,280,725.00 1,274,253.81	101.97 4.09%	1,274,586.69 7,427.08	1.19% 332.88	A2/A A	3.87 3.43
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	1,300,000.00	11/26/2024 4.67%	1,272,336.00 1,277,166.22	99.95 4.19%	1,299,365.55 754.54	1.21% 22,199.33	Aa1/AA+ NA	3.99 3.63
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	830,000.00	12/02/2024 4.61%	829,526.90 829,604.63	101.57 4.19%	842,998.01 12,302.44	0.79% 13,393.38	Aa1/AA+ AAA	4.18 3.72
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	960,000.00	01/06/2025 4.84%	958,147.20 958,417.10	103.10 4.00%	989,743.57 10,624.00	0.92% 31,326.47	A2/A A+	4.27 3.80
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	820,000.00	01/02/2025 4.95%	818,310.80 818,555.95	102.53 4.24%	840,769.51 9,152.11	0.78% 22,213.56	Aa3/AA- AA-	4.28 3.79
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	-- 4.90%	1,202,338.00 1,202,222.00	102.54 4.29%	1,230,489.12 13,365.00	1.15% 28,267.12	Aa3/AA+ AA+	4.28 3.79
Total Corporate		**29,095,000.00**	**3.63%**	**28,986,748.70 29,017,023.88**	**100.79 4.11%**	**29,320,201.12 196,273.56**	**27.33% 303,177.25**		**2.24 1.98**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	259,977.77	-- 3.73%	259,977.77 259,977.77	1.00 3.73%	259,977.77 0.00	0.24% 0.00	Aaa/ AAAm AAA	0.00 0.00

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Money Market Fund		**259,977.77**	**3.73%**	**259,977.77** **259,977.77**	**1.00** **3.73%**	**259,977.77** **0.00**	**0.24%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	2,000,000.00	07/24/2023 4.19%	1,938,380.00 1,965,502.32	99.52 3.68%	1,990,382.20 15,361.11	1.86% 24,879.88	Aaa/AAA NA	2.78 2.61
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	635,000.00	03/14/2025 4.20%	632,733.05 632,975.14	101.48 3.76%	644,402.51 800.36	0.60% 11,427.38	Aaa/AAA NA	4.47 4.05
Total Supranational		**2,635,000.00**	**4.20%**	**2,571,113.05** **2,598,477.46**	**100.00** **3.70%**	**2,634,784.71** **16,161.48**	**2.46%** **36,307.26**		**3.20** **2.96**
US TREASURY									
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,996,122.16	97.24 3.72%	2,917,101.57 72.12	2.72% (79,020.59)	Aa1/AA+ AA+	1.00 0.98
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,200,000.00	03/27/2024 4.18%	2,206,617.19 2,204,585.66	101.90 3.65%	2,241,851.57 8,006.91	2.09% 37,265.91	Aa1/AA+ AA+	3.41 3.15
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,200,000.00	05/28/2024 4.53%	2,161,156.25 2,171,927.86	101.52 3.66%	2,233,515.64 249.31	2.08% 61,587.77	Aa1/AA+ AA+	3.50 3.23
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	-- 4.13%	2,042,382.82 2,032,244.37	103.19 3.67%	2,063,828.12 38,709.24	1.92% 31,583.75	Aa1/AA+ AA+	3.58 3.23
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	2,200,000.00	06/13/2024 4.25%	2,224,578.13 2,218,148.75	102.80 3.67%	2,261,703.14 33,270.49	2.11% 43,554.38	Aa1/AA+ AA+	3.67 3.31
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/26/2024 3.56%	2,038,515.62 2,030,477.01	101.11 3.69%	2,022,109.38 13,478.26	1.88% (8,367.63)	Aa1/AA+ AA+	3.83 3.50
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	10/30/2024 4.10%	1,915,156.25 1,931,259.74	97.95 3.69%	1,959,062.50 5,352.21	1.83% 27,802.76	Aa1/AA+ AA+	3.92 3.64
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	2,200,000.00	10/30/2024 4.10%	2,177,828.13 2,181,966.06	100.68 3.69%	2,215,039.07 234.20	2.06% 33,073.01	Aa1/AA+ AA+	4.00 3.67
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	2,500,000.00	04/29/2025 3.77%	2,523,535.16 2,521,331.87	101.13 3.70%	2,528,125.00 41,847.83	2.36% 6,793.13	Aa1/AA+ AA+	4.08 3.68
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	2,400,000.00	12/27/2024 4.45%	2,366,062.50 2,371,258.94	101.61 3.70%	2,438,625.00 33,270.49	2.27% 67,366.06	Aa1/AA+ AA+	4.17 3.75
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	2,500,000.00	04/29/2025 3.78%	2,550,488.28 2,546,012.06	102.12 3.72%	2,552,929.70 17,900.82	2.38% 6,917.64	Aa1/AA+ AA+	4.34 3.91

HOLDINGS REPORT

City of Orange | Account #10888 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	-- 4.02%	2,697,195.31 2,697,476.84	101.16 3.71%	2,731,324.21 9,248.62	2.55% 33,847.37	Aa1/AA+ AA+	4.41 4.01
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	2,500,000.00	04/29/2025 3.80%	2,480,664.06 2,482,322.04	99.59 3.72%	2,489,746.10 248.97	2.32% 7,424.06	Aa1/AA+ AA+	4.50 4.11
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	2,700,000.00	05/29/2025 4.03%	2,681,542.97 2,682,817.29	100.63 3.72%	2,717,085.92 43,783.29	2.53% 34,268.64	Aa1/AA+ AA+	4.58 4.10
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	2,600,000.00	-- 3.84%	2,589,183.60 2,589,573.45	100.07 3.73%	2,601,828.11 32,766.39	2.43% 12,254.66	Aa1/AA+ AA+	4.67 4.19
91282CNX5	UNITED STATES TREASURY 3.625 08/31/2030	2,400,000.00	09/29/2025 3.74%	2,387,625.00 2,387,638.77	99.48 3.74%	2,387,625.00 7,450.28	2.23% (13.77)	Aa1/AA+ AA+	4.92 4.45
Total US Treasury		**38,100,000.00**	**3.79%**	**38,023,078.15 38,045,162.87**	**100.71 3.70%**	**38,361,500.03 285,889.42**	**35.76% 316,337.15**		**3.90 3.54**
Total Portfolio		**106,875,700.28**	**3.55%**	**106,396,581.71 106,498,015.94**	**100.18 3.89%**	**107,286,590.41 646,814.26**	**100.00% 788,574.47**		**2.77 2.35**
Total Market Value + Accrued						**107,933,404.67**			

TRANSACTION LEDGER

City of Orange | Account #10888 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/02/2025	31846V203	132,000.00	FIRST AMER:GVT OBLG Y	1.000	3.90%	(132,000.00)	0.00	(132,000.00)	0.00
Purchase	09/03/2025	31846V203	828.56	FIRST AMER:GVT OBLG Y	1.000	3.90%	(828.56)	0.00	(828.56)	0.00
Purchase	09/08/2025	31846V203	13,003.75	FIRST AMER:GVT OBLG Y	1.000	3.93%	(13,003.75)	0.00	(13,003.75)	0.00
Purchase	09/15/2025	31846V203	25,263.13	FIRST AMER:GVT OBLG Y	1.000	3.93%	(25,263.13)	0.00	(25,263.13)	0.00
Purchase	09/15/2025	31846V203	85,546.67	FIRST AMER:GVT OBLG Y	1.000	3.93%	(85,546.67)	0.00	(85,546.67)	0.00
Purchase	09/22/2025	31846V203	6,790.21	FIRST AMER:GVT OBLG Y	1.000	3.93%	(6,790.21)	0.00	(6,790.21)	0.00
Purchase	09/22/2025	31846V203	51,102.89	FIRST AMER:GVT OBLG Y	1.000	3.93%	(51,102.89)	0.00	(51,102.89)	0.00
Purchase	09/25/2025	31846V203	2,465.25	FIRST AMER:GVT OBLG Y	1.000	3.73%	(2,465.25)	0.00	(2,465.25)	0.00
Purchase	09/25/2025	31846V203	17,603.59	FIRST AMER:GVT OBLG Y	1.000	3.73%	(17,603.59)	0.00	(17,603.59)	0.00
Purchase	09/26/2025	31846V203	27,163.50	FIRST AMER:GVT OBLG Y	1.000	3.75%	(27,163.50)	0.00	(27,163.50)	0.00
Purchase	09/29/2025	91282CNX5	2,400,000.00	UNITED STATES TREASURY 3.625 08/31/2030	99.484	3.74%	(2,387,625.00)	(6,969.61)	(2,394,594.61)	0.00
Purchase	09/30/2025	31846V203	146,437.50	FIRST AMER:GVT OBLG Y	1.000	3.73%	(146,437.50)	0.00	(146,437.50)	0.00
Total Purchase			**2,908,205.05**				**(2,895,830.05)**	**(6,969.61)**	**(2,902,799.66)**	**0.00**
TOTAL ACQUISITIONS			**2,908,205.05**				**(2,895,830.05)**	**(6,969.61)**	**(2,902,799.66)**	**0.00**
DISPOSITIONS										
Sale	09/08/2025	31846V203	(6,486.36)	FIRST AMER:GVT OBLG Y	1.000	3.93%	6,486.36	0.00	6,486.36	0.00
Sale	09/29/2025	9128285M8	(2,000,000.00)	UNITED STATES TREASURY 3.125 11/15/2028	98.438	3.86%	1,968,750.00	(23,267.66)	1,992,017.66	10,368.45
Sale	09/29/2025	31846V203	(402,576.95)	FIRST AMER:GVT OBLG Y	1.000	3.75%	402,576.95	0.00	402,576.95	0.00
Total Sale			**(2,409,063.31)**				**2,377,813.31**	**(23,267.66)**	**2,401,080.97**	**10,368.45**
TOTAL DISPOSITIONS			**(2,409,063.31)**				**2,377,813.31**	**(23,267.66)**	**2,401,080.97**	**10,368.45**
OTHER TRANSACTIONS										
Coupon	09/01/2025	3137FPJG1	0.00	FHMS K-099 A2 2.595 09/25/2029		4.29%	2,465.25	0.00	2,465.25	0.00

TRANSACTION LEDGER

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	09/01/2025	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.23%	2,586.25	0.00	2,586.25	0.00
Coupon	09/08/2025	24422EXD6	0.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		5.18%	13,003.75	0.00	13,003.75	0.00
Coupon	09/14/2025	06368LAQ9	0.00	BANK OF MONTREAL 4.7 09/14/2027		4.91%	23,500.00	0.00	23,500.00	0.00
Coupon	09/15/2025	47786WAD2	0.00	JDOT 2024-B A3 5.2 03/15/2029		5.81%	2,210.00	0.00	2,210.00	0.00
Coupon	09/15/2025	44934QAD3	0.00	HART 2024-B A3 4.84 03/15/2029		5.45%	1,149.50	0.00	1,149.50	0.00
Coupon	09/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	4,598.04	0.00	4,598.04	0.00
Coupon	09/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	4,558.00	0.00	4,558.00	0.00
Coupon	09/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		5.09%	1,762.50	0.00	1,762.50	0.00
Coupon	09/15/2025	05522RDJ4	0.00	BACCT 2024-1 A 4.93 05/15/2029		4.93%	2,074.71	0.00	2,074.71	0.00
Coupon	09/15/2025	02582JJZ4	0.00	AMXCA 2023-1 A 4.87 05/15/2026		4.92%	1,420.42	0.00	1,420.42	0.00
Coupon	09/15/2025	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.84%	2,286.00	0.00	2,286.00	0.00
Coupon	09/15/2025	58768YAD7	0.00	MBALT 2025-A A3 4.61 04/16/2029		4.66%	2,036.08	0.00	2,036.08	0.00
Coupon	09/15/2025	44935DAD1	0.00	HALST 2025-B A3 4.53 04/17/2028		4.53%	1,245.75	0.00	1,245.75	0.00
Coupon	09/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.29%	2,002.00	0.00	2,002.00	0.00
Coupon	09/15/2025	3133EPDJ1	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		3.81%	43,750.00	0.00	43,750.00	0.00
Coupon	09/15/2025	47800CAC0	0.00	JDOT 2023 A3 5.01 11/15/2027		3.39%	1,011.97	0.00	1,011.97	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	09/20/2025	362962AD4	0.00	GMALT 2025-2 A3 4.58 05/22/2028		4.80%	3,759.42	0.00	3,759.42	0.00
Coupon	09/20/2025	36271VAD9	0.00	GMALT 2025-1 A3 4.66 02/21/2028		4.66%	1,669.83	0.00	1,669.83	0.00
Coupon	09/20/2025	459058LR2	0.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		4.20%	13,100.05	0.00	13,100.05	0.00
Coupon	09/21/2025	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	1,461.28	0.00	1,461.28	0.00
Coupon	09/21/2025	43815JAC7	0.00	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	387.42	0.00	387.42	0.00
Coupon	09/21/2025	43813YAC6	0.00	HAROT 2024-3 A3 4.57 03/21/2029		4.66%	2,399.25	0.00	2,399.25	0.00
Coupon	09/21/2025	43814VAC1	0.00	HAROT 2025-1 A3 4.57 09/21/2029		4.57%	3,027.62	0.00	3,027.62	0.00
Coupon	09/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	549.98	0.00	549.98	0.00
Coupon	09/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	1,942.50	0.00	1,942.50	0.00
Coupon	09/25/2025	096924AD7	0.00	BMWOT 2025-A A3 4.56 09/25/2029		4.56%	2,584.00	0.00	2,584.00	0.00
Coupon	09/26/2025	40139LBJ1	0.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		4.67%	27,163.50	0.00	27,163.50	0.00
Coupon	09/30/2025	91282CKG5	0.00	UNITED STATES TREASURY 4.125 03/31/2029		4.53%	45,375.00	0.00	45,375.00	0.00
Coupon	09/30/2025	91282CFL0	0.00	UNITED STATES TREASURY 3.875 09/30/2029		4.10%	42,625.00	0.00	42,625.00	0.00
Coupon	09/30/2025	91282CGS4	0.00	UNITED STATES TREASURY 3.625 03/31/2030		3.80%	45,312.50	0.00	45,312.50	0.00
Coupon	09/30/2025	91282CCZ2	0.00	UNITED STATES TREASURY 0.875 09/30/2026		1.01%	13,125.00	0.00	13,125.00	0.00
Total Coupon			**0.00**				**316,142.57**	**0.00**	**316,142.57**	**0.00**

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Custody Fee	09/25/2025	CCYUSD	(719.64)	Cash		0.00%	(719.64)	0.00	(719.64)	0.00
Total Custody Fee			**(719.64)**				**(719.64)**	**0.00**	**(719.64)**	**0.00**
Dividend	09/30/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.76%	1,125.38	0.00	1,125.38	0.00
Total Dividend			**0.00**				**1,125.38**	**0.00**	**1,125.38**	**0.00**
Management Fee	09/08/2025	CCYUSD	(6,486.36)	Cash		0.00%	(6,486.36)	0.00	(6,486.36)	0.00
Total Management Fee			**(6,486.36)**				**(6,486.36)**	**0.00**	**(6,486.36)**	**0.00**
Principal Paydown	09/15/2025	47800CAC0	17,204.83	JDOT 2023 A3 5.01 11/15/2027		3.39%	17,204.83	--	17,204.83	0.01
Principal Paydown	09/21/2025	438123AC5	20,423.61	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	20,423.61	--	20,423.61	(0.01)
Principal Paydown	09/21/2025	43815JAC7	11,664.62	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	11,664.62	--	11,664.62	(0.00)
Principal Paydown	09/25/2025	05592XAD2	10,660.50	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	10,660.50	--	10,660.50	0.00
Total Principal Paydown			**59,953.56**				**59,953.56**	**--**	**59,953.56**	**(0.00)**
TOTAL OTHER TRANSACTIONS			**52,747.56**				**370,015.51**	**0.00**	**370,015.51**	**(0.00)**

INCOME EARNED

City of Orange | Account #10888 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	259,977.77	160,836.03 508,205.05 (409,063.31) 259,977.77	0.00 828.56 0.00 828.56	0.00 0.00 0.00 828.56	828.56
CCYUSD	Receivable	1,125.38	132,828.56 0.00 0.00 1,125.38	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**261,103.15**	**293,664.59** **508,205.05** **(409,063.31)** **261,103.15**	**0.00** **828.56** **0.00** **828.56**	**0.00** **0.00** **0.00** **828.56**	**828.56**
FIXED INCOME						
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	06/07/2023 06/14/2023 350,000.00	349,990.38 0.00 0.00 349,991.50	757.56 1,420.42 757.56 1,420.42	1.13 0.00 1.13 1,421.55	1,421.55
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 1,055,000.00	1,054,983.63 0.00 0.00 1,054,984.93	2,452.29 4,598.04 2,452.29 4,598.04	1.30 0.00 1.30 4,599.34	4,599.34
037833EB2	APPLE INC 0.7 02/08/2026	02/08/2021 02/08/2021 3,000,000.00	2,999,976.34 0.00 0.00 2,999,980.78	1,341.67 0.00 3,091.67 1,750.00	4.44 0.00 4.44 1,754.44	1,754.44
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	06/06/2024 06/13/2024 505,000.00	504,978.76 0.00 0.00 504,979.24	1,106.51 2,074.71 1,106.51 2,074.71	0.47 0.00 0.47 2,075.18	2,075.18
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/11/2023 07/18/2023 109,992.96	120,641.93 0.00 (10,660.50) 109,982.80	110.00 549.98 100.28 540.26	1.37 0.00 1.37 541.63	541.63

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	06/27/2024 06/28/2024 1,250,000.00	1,226,308.28 0.00 0.00 1,227,712.93	5,443.89 0.00 9,427.22 3,983.33	1,404.65 0.00 1,404.65 5,387.98	5,387.98
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	03/30/2023 03/31/2023 1,000,000.00	996,143.52 0.00 0.00 996,299.23	21,802.78 23,500.00 2,219.44 3,916.67	155.71 0.00 155.71 4,072.38	4,072.38
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 450,000.00	449,949.40 0.00 0.00 449,950.60	388.50 1,942.50 388.50 1,942.50	1.19 0.00 1.19 1,943.69	1,943.69
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	02/04/2025 02/12/2025 680,000.00	679,941.01 0.00 0.00 679,942.20	516.80 2,584.00 516.80 2,584.00	1.19 0.00 1.19 2,585.19	2,585.19
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	01/06/2025 01/08/2025 960,000.00	958,386.66 0.00 0.00 958,417.10	6,784.00 0.00 10,624.00 3,840.00	30.44 0.00 30.44 3,870.44	3,870.44
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 1,060,000.00	1,059,821.48 0.00 0.00 1,059,826.31	2,430.93 4,558.00 2,430.93 4,558.00	4.82 0.00 4.82 4,562.82	4,562.82
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	09/26/2024 09/27/2024 1,250,000.00	1,274,779.92 0.00 0.00 1,274,253.81	2,583.33 0.00 7,427.08 4,843.75	0.00 (526.11) (526.11) 4,317.64	4,317.64
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/27/2024 02/29/2024 1,250,000.00	1,250,450.61 0.00 0.00 1,250,439.74	842.01 0.00 5,894.10 5,052.08	0.00 (10.88) (10.88) 5,041.21	5,041.21
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	09/05/2023 09/08/2023 505,000.00	504,878.30 0.00 0.00 504,888.12	12,498.05 13,003.75 1,661.59 2,167.29	9.81 0.00 9.81 2,177.11	2,177.11

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	07/24/2023 07/25/2023 2,000,000.00	1,955,212.89 0.00 0.00 1,956,540.57	14,805.56 0.00 20,222.22 5,416.67	1,327.68 0.00 1,327.68 6,744.35	6,744.35
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	07/29/2021 07/29/2021 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	4,000.00 0.00 7,750.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	01/29/2024 01/30/2024 2,000,000.00	2,040,827.53 0.00 0.00 2,039,801.71	21,902.78 0.00 29,819.44 7,916.67	0.00 (1,025.82) (1,025.82) 6,890.85	6,890.85
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	03/27/2023 03/28/2023 2,000,000.00	2,020,842.94 0.00 0.00 2,020,002.50	40,347.22 43,750.00 3,888.89 7,291.67	0.00 (840.44) (840.44) 6,451.23	6,451.23
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	04/29/2024 04/30/2024 2,100,000.00	2,103,121.38 0.00 0.00 2,103,051.34	33,527.08 0.00 41,839.58 8,312.50	0.00 (70.04) (70.04) 8,242.46	8,242.46
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	10/28/2020 10/28/2020 8,050,000.00	8,050,000.00 0.00 0.00 8,050,000.00	16,502.50 0.00 20,527.50 4,025.00	0.00 0.00 0.00 4,025.00	4,025.00
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	06/11/2025 06/16/2025 1,140,000.00	1,069,821.33 0.00 0.00 1,071,262.37	2,465.25 2,465.25 2,465.25 2,465.25	1,441.04 0.00 1,441.04 3,906.29	3,906.29
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	06/12/2025 06/17/2025 1,500,000.00	1,371,967.18 0.00 0.00 1,374,393.58	2,586.25 2,586.25 2,586.25 2,586.25	2,426.40 0.00 2,426.40 5,012.65	5,012.65
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	02/05/2025 02/12/2025 430,000.00	429,958.50 0.00 0.00 429,959.88	612.27 1,669.83 612.27 1,669.83	1.38 0.00 1.38 1,671.21	1,671.21

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	05/29/2025 05/29/2025 985,000.00	985,487.51 0.00 0.00 985,465.13	1,378.45 3,759.42 1,378.45 3,759.42	0.22 (22.60) (22.37) 3,737.05	3,737.05
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	11/26/2024 11/27/2024 1,300,000.00	1,276,695.75 0.00 0.00 1,277,166.22	23,390.79 27,163.50 754.54 4,527.25	470.48 0.00 470.48 4,997.73	4,997.73
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/27/2024 06/28/2024 1,250,000.00	1,246,933.95 0.00 0.00 1,246,999.98	10,885.42 0.00 15,833.33 4,947.92	66.03 0.00 66.03 5,013.95	5,013.95
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	11/01/2023 11/08/2023 288,842.28	309,232.84 0.00 (20,423.62) 288,812.32	487.09 1,461.28 454.93 1,429.11	3.09 0.00 3.09 1,432.20	1,432.20
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	08/09/2024 08/21/2024 630,000.00	629,923.27 0.00 0.00 629,925.05	799.75 2,399.25 799.75 2,399.25	1.77 0.00 1.77 2,401.02	2,401.02
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	02/04/2025 02/11/2025 795,000.00	794,978.45 0.00 0.00 794,978.89	1,009.21 3,027.62 1,009.21 3,027.62	0.44 0.00 0.44 3,028.06	3,028.06
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	02/16/2023 02/24/2023 80,577.51	92,235.38 0.00 (11,664.62) 80,571.91	129.14 387.42 112.81 371.09	1.15 0.00 1.15 372.24	372.24
44934QAD3	HART 2024-B A3 4.84 03/15/2029	07/16/2024 07/24/2024 285,000.00	284,967.24 0.00 0.00 284,968.00	613.07 1,149.50 613.07 1,149.50	0.76 0.00 0.76 1,150.26	1,150.26
44935CAD3	HART 2025-A A3 4.32 10/15/2029	03/04/2025 03/12/2025 635,000.00	634,916.00 0.00 0.00 634,917.67	1,219.20 2,286.00 1,219.20 2,286.00	1.67 0.00 1.67 2,287.67	2,287.67

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	04/24/2025 04/30/2025 330,000.00	329,973.61 0.00 0.00 329,974.44	664.40 1,245.75 664.40 1,245.75	0.83 0.00 0.83 1,246.58	1,246.58
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 2,000,000.00	1,964,482.68 0.00 0.00 1,965,502.32	9,527.78 0.00 15,361.11 5,833.33	1,019.64 0.00 1,019.64 6,852.97	6,852.97
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	03/14/2025 03/20/2025 635,000.00	632,937.89 0.00 0.00 632,975.14	11,714.43 13,100.05 800.36 2,185.99	37.24 0.00 37.24 2,223.23	2,223.23
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	06/11/2024 06/18/2024 510,000.00	509,925.64 0.00 0.00 509,927.37	1,178.67 2,210.00 1,178.67 2,210.00	1.73 0.00 1.73 2,211.73	2,211.73
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	02/22/2023 03/02/2023 225,184.38	242,368.53 0.00 (17,204.82) 225,165.89	539.72 1,011.97 501.41 973.66	2.18 0.00 2.18 975.84	975.84
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 500,000.00	499,971.86 0.00 0.00 499,972.44	940.00 1,762.50 940.00 1,762.50	0.57 0.00 0.57 1,763.07	1,763.07
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	08/12/2024 08/14/2024 705,000.00	703,779.89 0.00 0.00 703,805.26	1,398.25 0.00 3,865.75 2,467.50	25.37 0.00 25.37 2,492.87	2,492.87
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	1,202,264.68 0.00 0.00 1,202,222.00	8,415.00 0.00 13,365.00 4,950.00	7.89 (50.56) (42.68) 4,907.32	4,907.32
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	05/14/2025 05/21/2025 530,000.00	529,940.06 0.00 0.00 529,941.42	1,085.91 2,036.08 1,085.91 2,036.08	1.36 0.00 1.36 2,037.44	2,037.44

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
58933YBH7	MERCK & CO INC 4.05 05/17/2028	09/26/2024 09/27/2024 1,250,000.00	1,258,699.71 0.00 0.00 1,258,427.56	14,625.00 0.00 18,843.75 4,218.75	0.00 (272.15) (272.15) 3,946.60	3,946.60
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	01/02/2025 01/09/2025 820,000.00	818,528.19 0.00 0.00 818,555.95	5,803.78 0.00 9,152.11 3,348.33	27.75 0.00 27.75 3,376.09	3,376.09
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	05/23/2025 05/27/2025 2,000,000.00	1,959,909.45 0.00 0.00 1,967,026.11	0.00 0.00 0.00 0.00	7,116.67 0.00 7,116.67 7,116.67	7,116.67
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	10/20/2022 10/31/2022 495,000.00	494,964.26 0.00 0.00 494,982.43	9,067.44 0.00 11,315.56 2,248.13	18.17 0.00 18.17 2,266.30	2,266.30
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	12/02/2024 12/05/2024 830,000.00	829,596.85 0.00 0.00 829,604.63	9,120.78 0.00 12,302.44 3,181.67	7.77 0.00 7.77 3,189.44	3,189.44
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	03/27/2024 03/28/2024 1,200,000.00	1,196,251.77 0.00 0.00 1,196,341.87	4,753.33 0.00 9,353.33 4,600.00	90.10 0.00 90.10 4,690.10	4,690.10
713448FL7	PEPSICO INC 3.6 02/18/2028	03/27/2024 03/28/2024 1,500,000.00	1,470,085.44 0.00 0.00 1,471,082.59	1,950.00 0.00 6,450.00 4,500.00	997.15 0.00 997.15 5,497.15	5,497.15
713448FQ6	PEPSICO INC 4.55 02/13/2026	02/13/2023 02/15/2023 195,000.00	194,982.94 0.00 0.00 194,986.04	443.63 0.00 1,183.00 739.38	3.10 0.00 3.10 742.48	742.48
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 380,000.00	379,959.28 0.00 0.00 379,962.09	6,004.79 0.00 7,627.71 1,622.92	2.81 0.00 2.81 1,625.73	1,625.73

INCOME EARNED

City of Orange | Account #10888 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	03/30/2023 03/31/2023 1,000,000.00	999,007.65 0.00 0.00 999,042.15	6,669.44 0.00 10,752.78 4,083.33	34.50 0.00 34.50 4,117.83	4,117.83
857477CU5	STATE STREET CORP 4.536 02/28/2028	02/25/2025 02/28/2025 1,285,000.00	1,285,000.00 0.00 0.00 1,285,000.00	485.73 0.00 5,343.03 4,857.30	0.00 0.00 0.00 4,857.30	4,857.30
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	11/19/2020 11/19/2020 5,000,000.00	5,000,627.79 0.00 0.00 5,000,209.26	15,000.00 0.00 18,333.33 3,333.33	0.00 (418.53) (418.53) 2,914.81	2,914.81
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	02/13/2023 02/21/2023 470,000.00	469,951.04 0.00 0.00 469,959.53	620.14 0.00 2,480.56 1,860.42	8.49 0.00 8.49 1,868.91	1,868.91
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	12/28/2023 12/29/2023 0.00	1,957,362.02 0.00 (1,958,381.55) 0.00	18,512.23 23,267.66 0.00 4,755.43	1,019.52 0.00 1,019.52 5,774.96	5,774.96
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	09/30/2021 09/30/2021 3,000,000.00	2,995,802.56 0.00 0.00 2,996,122.16	11,045.08 13,125.00 72.12 2,152.03	319.60 0.00 319.60 2,471.64	2,471.64
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	10/30/2024 10/31/2024 2,000,000.00	1,929,817.63 0.00 0.00 1,931,259.74	172.65 31,250.00 5,352.21 36,429.56	1,442.10 0.00 1,442.10 37,871.66	37,871.66
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	10/30/2024 10/31/2024 2,200,000.00	2,181,595.50 0.00 0.00 2,181,966.06	35,870.22 42,625.00 234.20 6,988.98	370.56 0.00 370.56 7,359.55	7,359.55
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	04/29/2025 04/30/2025 2,500,000.00	2,521,761.08 0.00 0.00 2,521,331.87	33,695.65 0.00 41,847.83 8,152.17	0.00 (429.21) (429.21) 7,722.96	7,722.96

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	2,697,429.86 0.00 0.00 2,697,476.84	298.34 54,000.00 9,248.62 62,950.28	46.99 0.00 46.99 62,997.26	62,997.26
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,481,999.06 0.00 0.00 2,482,322.04	38,131.83 45,312.50 248.97 7,429.64	322.98 0.00 322.98 7,752.62	7,752.62
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	2,600,000.00	2,589,389.77 0.00 0.00 2,589,573.45	24,774.59 0.00 32,766.39 7,991.80	195.07 (11.40) 183.67 8,175.48	8,175.48
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	03/27/2024 03/28/2024 2,200,000.00	2,204,696.07 0.00 0.00 2,204,585.66	258.29 46,750.00 8,006.91 54,498.62	0.00 (110.41) (110.41) 54,388.21	54,388.21
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	05/28/2024 05/29/2024 2,200,000.00	2,171,268.38 0.00 0.00 2,171,927.86	38,184.43 45,375.00 249.31 7,439.89	659.49 0.00 659.49 8,099.37	8,099.37
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	2,032,984.49 0.00 0.00 2,032,244.37	31,168.48 0.00 38,709.24 7,540.76	0.00 (740.12) (740.12) 6,800.65	6,800.65
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	06/13/2024 06/14/2024 2,200,000.00	2,218,555.67 0.00 0.00 2,218,148.75	25,155.74 0.00 33,270.49 8,114.75	0.00 (406.92) (406.92) 7,707.83	7,707.83
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/26/2024 09/27/2024 2,000,000.00	2,031,130.55 0.00 0.00 2,030,477.01	6,956.52 0.00 13,478.26 6,521.74	0.00 (653.55) (653.55) 5,868.19	5,868.19
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	12/27/2024 12/30/2024 2,400,000.00	2,370,692.06 0.00 0.00 2,371,258.94	25,155.74 0.00 33,270.49 8,114.75	566.88 0.00 566.88 8,681.64	8,681.64

INCOME EARNED

City of Orange | Account #10888 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,546,884.05 0.00 0.00 2,546,012.06	9,239.13 0.00 17,900.82 8,661.68	0.00 (871.99) (871.99) 7,789.69	7,789.69
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	05/29/2025 05/30/2025 2,700,000.00	2,682,508.98 0.00 0.00 2,682,817.29	35,254.08 0.00 43,783.29 8,529.21	308.30 0.00 308.30 8,837.51	8,837.51
91282CNX5	UNITED STATES TREASURY 3.625 08/31/2030	09/29/2025 09/29/2025 2,400,000.00	0.00 2,387,625.00 0.00 2,387,638.77	0.00 (6,969.61) 7,450.28 480.67	13.77 0.00 13.77 494.44	494.44
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	05/28/2024 05/29/2024 1,000,000.00	976,102.70 0.00 0.00 976,684.61	5,430.56 0.00 8,972.22 3,541.67	581.91 0.00 581.91 4,123.58	4,123.58
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	10/17/2024 10/24/2024 560,000.00	559,931.07 0.00 0.00 559,932.44	1,067.73 2,002.00 1,067.73 2,002.00	1.37 0.00 1.37 2,003.37	2,003.37
Total Fixed Income		**106,614,597.13**	**105,851,473.10** **2,387,625.00** **(2,018,335.11)** **106,236,912.79**	**686,098.83** **464,440.62** **646,814.26** **425,156.05**	**22,610.51** **(6,460.71)** **16,149.80** **441,305.85**	**441,305.85**
TOTAL PORTFOLIO		**106,875,700.28**	**106,145,137.69** **2,895,830.05** **(2,427,398.42)** **106,498,015.94**	**686,098.83** **465,269.18** **646,814.26** **425,984.61**	**22,610.51** **(6,460.71)** **16,149.80** **442,134.41**	**442,134.41**

CASH FLOW REPORT

City of Orange | Account #10888 | As of September 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/01/2025	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	1,125.38		1,125.38
10/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
10/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
10/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
10/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
10/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
10/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
10/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
10/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
10/15/2025	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		933.72	933.72
10/15/2025	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	23,155.07		23,155.07
10/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
10/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
10/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
10/16/2025	Coupon	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025		20,000.00	20,000.00
10/16/2025	Final Maturity	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00		5,000,000.00
10/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
10/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
10/21/2025	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		1,384.03	1,384.03
10/21/2025	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	18,121.39		18,121.39
10/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
10/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
10/21/2025	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		358.76	358.76
10/21/2025	Principal Paydown	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	11,244.65		11,244.65
10/27/2025	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		514.04	514.04
10/27/2025	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	9,433.37		9,433.37
10/27/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
10/27/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
10/27/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
10/27/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/28/2025	Coupon	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025		24,150.00	24,150.00
10/28/2025	Final Maturity	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00		8,050,000.00
10/30/2025	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
10/30/2025	Coupon	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025		13,488.75	13,488.75
10/30/2025	Final Maturity	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00		495,000.00
10/31/2025	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
10/31/2025	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
10/31/2025	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
October 2025 Total					**13,608,079.87**	**305,043.92**	**13,913,123.79**
NOVEMBER 2025							
11/10/2025	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
11/17/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
11/17/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
11/17/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
11/17/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
11/17/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
11/17/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
11/17/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
11/17/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
11/17/2025	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		837.05	837.05
11/17/2025	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	27,319.29		27,319.29
11/17/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
11/17/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
11/17/2025	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
11/17/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
11/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
11/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
11/21/2025	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		1,298.40	1,298.40

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/21/2025	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	17,649.29		17,649.29
11/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
11/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
11/21/2025	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		311.53	311.53
11/21/2025	Principal Paydown	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	9,882.75		9,882.75
11/25/2025	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		471.04	471.04
11/25/2025	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	8,679.47		8,679.47
11/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
11/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
11/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
11/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
November 2025 Total					**63,530.80**	**83,745.15**	**147,275.95**
DECEMBER 2025							
12/01/2025	Coupon	91282CHF1	2,600,000.00	UNITED STATES TREASURY 3.75 05/31/2030		48,750.00	48,750.00
12/01/2025	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00
12/01/2025	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
12/05/2025	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00
12/08/2025	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
12/09/2025	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
12/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
12/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
12/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
12/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
12/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
12/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
12/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
12/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
12/15/2025	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		722.99	722.99
12/15/2025	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	18,352.18		18,352.18
12/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
12/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
12/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
12/22/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
12/22/2025	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		1,215.01	1,215.01
12/22/2025	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	16,738.46		16,738.46
12/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
12/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
12/22/2025	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		270.02	270.02
12/22/2025	Principal Paydown	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	9,435.88		9,435.88
12/25/2025	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		431.48	431.48
12/25/2025	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	8,253.61		8,253.61
12/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
12/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
12/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
12/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
December 2025 Total					**52,780.13**	**324,944.12**	**377,724.25**
JANUARY 2026							
01/08/2026	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00
01/09/2026	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
01/12/2026	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
01/12/2026	Coupon	57629TBV8	1,200,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		29,700.00	29,700.00
01/12/2026	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
01/13/2026	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		3,696.88	3,696.88
01/13/2026	Effective Maturity	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026	195,000.00		195,000.00
01/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
01/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
01/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
01/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
01/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
01/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
01/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
01/15/2026	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		646.37	646.37
01/15/2026	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	20,841.18		20,841.18
01/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
01/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
01/15/2026	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
01/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
01/20/2026	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00
01/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
01/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
01/21/2026	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		1,135.92	1,135.92
01/21/2026	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	16,400.70		16,400.70
01/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
01/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
01/21/2026	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		230.39	230.39
01/21/2026	Principal Paydown	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	9,229.26		9,229.26
01/21/2026	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		9,302.08	9,302.08
01/21/2026	Effective Maturity	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00		470,000.00
01/26/2026	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		393.85	393.85
01/26/2026	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	8,095.92		8,095.92
01/26/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
01/26/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	16,107.27		16,107.27
01/26/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
01/26/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
01/26/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
01/29/2026	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
January 2026 Total					**735,674.33**	**261,162.62**	**996,836.95**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
FEBRUARY 2026							
02/02/2026	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
02/09/2026	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
02/09/2026	Final Maturity	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026	3,000,000.00		3,000,000.00
02/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
02/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
02/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
02/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
02/16/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
02/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
02/16/2026	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		559.36	559.36
02/16/2026	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	13,779.45		13,779.45
02/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
02/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
02/17/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
02/17/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
02/17/2026	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
02/17/2026	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
02/17/2026	Final Maturity	62479MBH5	2,000,000.00	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00		2,000,000.00
02/17/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
02/18/2026	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
02/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
02/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
02/23/2026	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		1,058.43	1,058.43
02/23/2026	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	16,142.20		16,142.20
02/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
02/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
02/23/2026	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		191.63	191.63
02/23/2026	Principal Paydown	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	9,056.71		9,056.71
02/25/2026	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		356.95	356.95

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2026	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	7,978.26		7,978.26
02/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,872.97	1,872.97
02/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	25,531.80		25,531.80
02/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
02/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
02/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
February 2026 Total					**5,072,488.43**	**280,278.96**	**5,352,767.39**
MARCH 2026							
03/02/2026	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		54,000.00	54,000.00
03/02/2026	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
03/02/2026	Coupon	91282CNX5	2,400,000.00	UNITED STATES TREASURY 3.625 08/31/2030		43,500.00	43,500.00
03/09/2026	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
03/16/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
03/16/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
03/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
03/16/2026	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
03/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
03/16/2026	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
03/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
03/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
03/16/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
03/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
03/16/2026	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		501.83	501.83
03/16/2026	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	12,294.93		12,294.93
03/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
03/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
03/16/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
03/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
03/20/2026	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
03/23/2026	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		982.15	982.15
03/23/2026	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	15,660.15		15,660.15
03/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
03/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
03/23/2026	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		153.59	153.59
03/23/2026	Principal Paydown	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	8,792.64		8,792.64
03/25/2026	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		320.58	320.58
03/25/2026	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	7,773.47		7,773.47
03/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,762.76	1,762.76
03/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	24,114.89		24,114.89
03/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
03/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
03/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
03/26/2026	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
03/31/2026	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
03/31/2026	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
03/31/2026	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
03/31/2026	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00
March 2026 Total					**68,636.08**	**519,150.96**	**587,787.04**
APRIL 2026							
04/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
04/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
04/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
04/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
04/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
04/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
04/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
04/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	33,410.79		33,410.79
04/15/2026	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		450.50	450.50
04/15/2026	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	14,948.22		14,948.22
04/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
04/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
04/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
04/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
04/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
04/21/2026	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		908.16	908.16
04/21/2026	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	16,043.41		16,043.41
04/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
04/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	18,287.21		18,287.21
04/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
04/21/2026	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		116.66	116.66
04/21/2026	Principal Paydown	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	8,875.13		8,875.13
04/27/2026	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		285.15	285.15
04/27/2026	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	7,502.25		7,502.25
04/27/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,658.66	1,658.66
04/27/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	23,527.35		23,527.35
04/27/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
04/27/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
04/27/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
04/30/2026	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
04/30/2026	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
04/30/2026	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
04/30/2026	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
April 2026 Total					**122,594.36**	**245,691.26**	**368,285.61**
MAY 2026							
05/11/2026	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
05/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42

CASH FLOW REPORT

City of Orange | Account #10888 | As of September 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Final Maturity	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00		350,000.00
05/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
05/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
05/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
05/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
05/15/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	13,594.10		13,594.10
05/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
05/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
05/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,065.22	2,065.22
05/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	32,404.69		32,404.69
05/15/2026	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		388.09	388.09
05/15/2026	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	14,867.62		14,867.62
05/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
05/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
05/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
05/18/2026	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
05/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
05/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
05/21/2026	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		832.36	832.36
05/21/2026	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	15,441.39		15,441.39
05/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,329.61	2,329.61
05/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	37,522.75		37,522.75
05/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
05/21/2026	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		79.39	79.39
05/21/2026	Principal Paydown	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	8,556.61		8,556.61
05/25/2026	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		250.95	250.95
05/25/2026	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	6,557.81		6,557.81
05/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,557.10	1,557.10
05/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,582.61		22,582.61
05/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
05/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
05/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
May 2026 Total					**501,527.59**	**81,778.08**	**583,305.68**
JUNE 2026							
06/01/2026	Coupon	91282CHF1	2,600,000.00	UNITED STATES TREASURY 3.75 05/31/2030		48,750.00	48,750.00
06/01/2026	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00
06/01/2026	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
06/05/2026	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00
06/08/2026	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
06/09/2026	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
06/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
06/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
06/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
06/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,094.67	1,094.67
06/15/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	16,091.46		16,091.46
06/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
06/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
06/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		1,924.80	1,924.80
06/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	20,660.47		20,660.47
06/15/2026	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		326.02	326.02
06/15/2026	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	13,006.20		13,006.20
06/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
06/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
06/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
06/22/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
06/22/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
06/22/2026	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		759.39	759.39
06/22/2026	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	12,840.91		12,840.91
06/22/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,186.71	2,186.71
06/22/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	36,833.76		36,833.76
06/22/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
06/22/2026	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		43.45	43.45
06/22/2026	Principal Paydown	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	8,353.05		8,353.05

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2026	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		221.06	221.06
06/25/2026	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	6,447.05		6,447.05
06/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,459.62	1,459.62
06/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,222.04		22,222.04
06/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
06/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
06/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
06/25/2026	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
June 2026 Total					**136,454.93**	**321,198.67**	**457,653.60**
JULY 2026							
07/08/2026	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00
07/09/2026	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
07/10/2026	Coupon	57629TBV8	1,200,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		29,700.00	29,700.00
07/13/2026	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
07/13/2026	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
07/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
07/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
07/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
07/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,029.77	1,029.77
07/15/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	15,808.83		15,808.83
07/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
07/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
07/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		1,835.27	1,835.27
07/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	22,947.49		22,947.49
07/15/2026	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		271.72	271.72
07/15/2026	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	13,466.95		13,466.95
07/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
07/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
07/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
07/20/2026	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00
07/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
07/20/2026	Principal Paydown	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028	15,840.09		15,840.09
07/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
07/21/2026	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		698.72	698.72
07/21/2026	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	12,565.69		12,565.69
07/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,046.43	2,046.43
07/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	36,059.58		36,059.58
07/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
07/21/2026	Coupon	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027		8.37	8.37
07/21/2026	Effective Maturity	43815JAC7	80,577.51	HAROT 2023-1 A3 5.04 04/21/2027	1,992.11		1,992.11
07/27/2026	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		191.67	191.67
07/27/2026	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	6,322.99		6,322.99
07/27/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,363.70	1,363.70
07/27/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	21,805.16		21,805.16
07/27/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
07/27/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
07/27/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
07/29/2026	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
07/29/2026	Final Maturity	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00		5,000,000.00
07/31/2026	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
07/31/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2026	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
July 2026 Total					**5,146,808.87**	**364,806.10**	**5,511,614.97**
AUGUST 2026							
08/14/2026	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
08/17/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
08/17/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
08/17/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
08/17/2026	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/17/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		966.01	966.01
08/17/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	15,368.45		15,368.45
08/17/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
08/17/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
08/17/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		1,735.83	1,735.83
08/17/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	23,710.50		23,710.50
08/17/2026	Coupon	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027		215.49	215.49
08/17/2026	Principal Paydown	47800CAC0	225,184.38	JDOT 2023 A3 5.01 11/15/2027	12,513.12		12,513.12
08/17/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
08/17/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
08/17/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
08/18/2026	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
08/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,608.32	1,608.32
08/20/2026	Principal Paydown	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028	49,802.06		49,802.06
08/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,759.42	3,759.42
08/21/2026	Coupon	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028		639.35	639.35
08/21/2026	Principal Paydown	438123AC5	288,842.28	HAROT 2023-4 A3 5.67 06/21/2028	12,206.71		12,206.71
08/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		1,909.10	1,909.10
08/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	35,014.90		35,014.90
08/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
08/25/2026	Coupon	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028		162.85	162.85
08/25/2026	Principal Paydown	05592XAD2	109,992.96	BMWOT 2023-A A3 5.47 02/25/2028	6,159.97		6,159.97
08/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,269.57	1,269.57
08/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	21,206.54		21,206.54
08/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
08/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
08/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
08/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/28/2026	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
August 2026 Total					**175,982.27**	**173,815.94**	**349,798.21**
Grand Total			**332,489,981.87**		**25,684,557.66**	**2,961,615.79**	**28,646,173.45**

IMPORTANT DISCLOSURES

City of Orange | Account #10888 | As of September 30, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

CHANDLER ASSET MANAGEMENT

INVESTMENT REPORT

City of Orange | As of September 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

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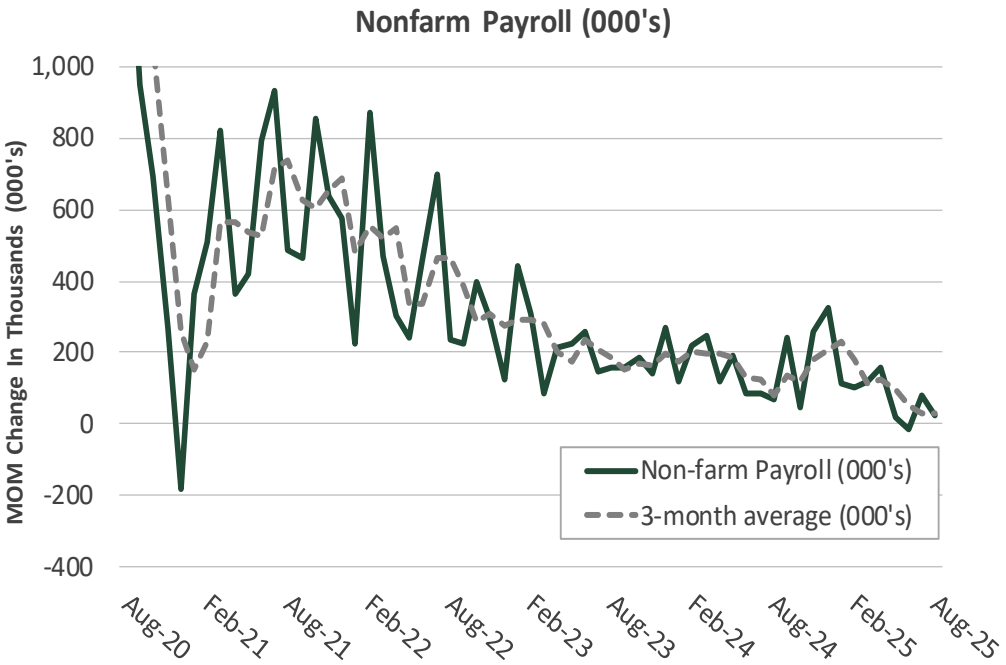
CHANDLER ASSET MANAGEMENT

ECONOMIC UPDATE

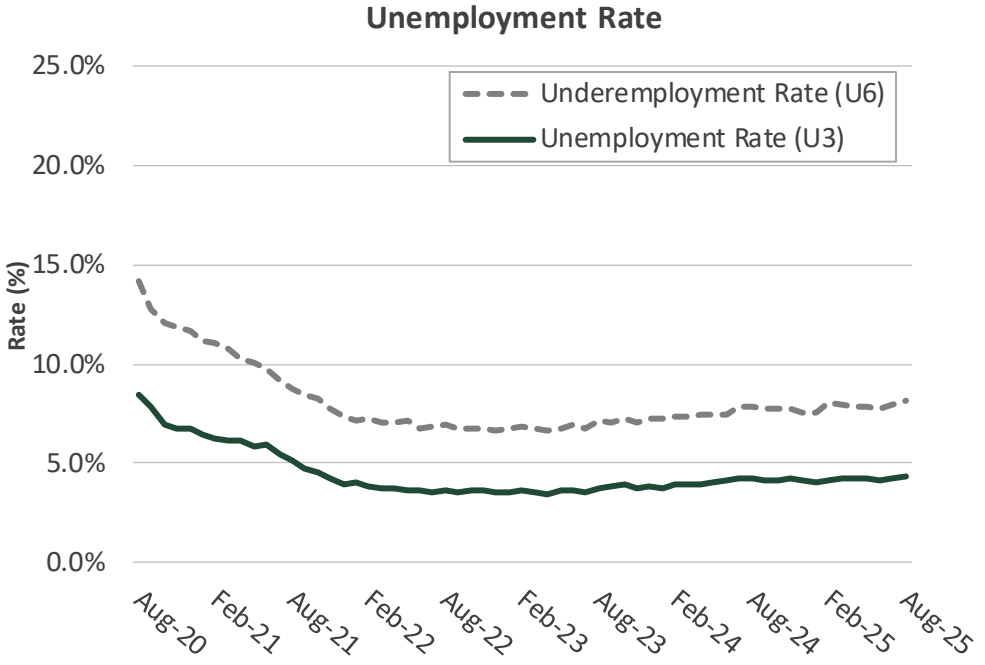
- Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. Inflation pressures have eased, though core levels remain above the Federal Reserve's target, while tariffs continue to cloud forecasts. Signs of a softer labor market are emerging, prompting expectations that the Fed will move cautiously toward policy normalization. Given the economic outlook, we expect gradual normalization of monetary policy and a steeper yield curve.

- The Federal Reserve lowered the Federal Funds Rate a quarter percentage point to the range of 4.00 – 4.25% upon conclusion of the September Federal Open Market Committee meeting. The move was telegraphed by the Fed and in line with market expectations. Stephen Miran was the only opposing vote in the 11-1 decision as Governor Miran called for a larger 50 basis point rate cut. Chair Powell said concerns over signs of a softening labor market prompted the policy shift. Policymakers also updated their economic forecasts penciling in two additional quarter-point cuts through year-end.

- The US Treasury yield curve flattened in September, as the 2-year Treasury yield declined 13 basis points to 3.57%, the 5-year Treasury also down 13 basis points to 3.66%, and the 10-year Treasury yield declined 14 basis points to 4.12%. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +54 basis points at September month-end versus +61 basis points at August month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was 14 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in September versus +8 basis points in August.

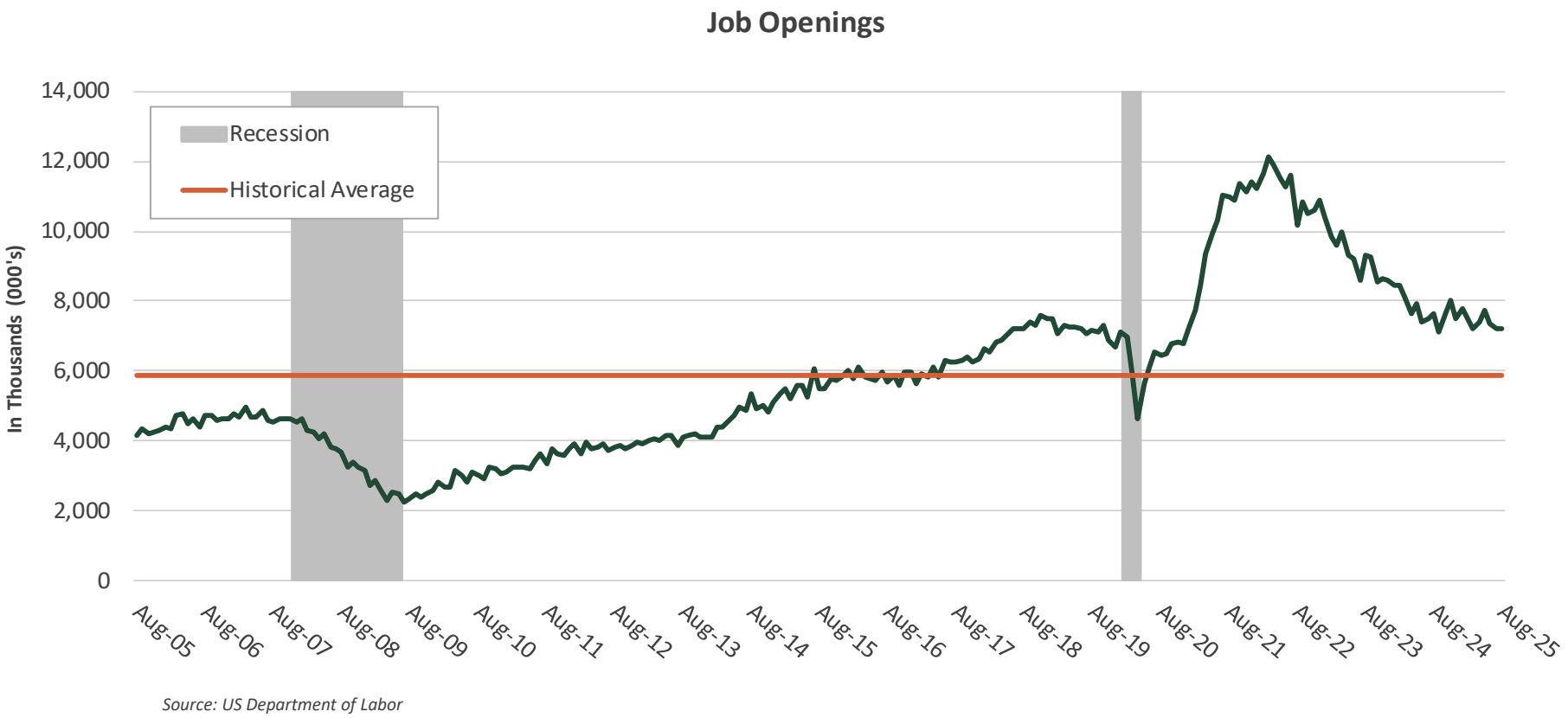


Source: US Department of Labor



Source: US Department of Labor

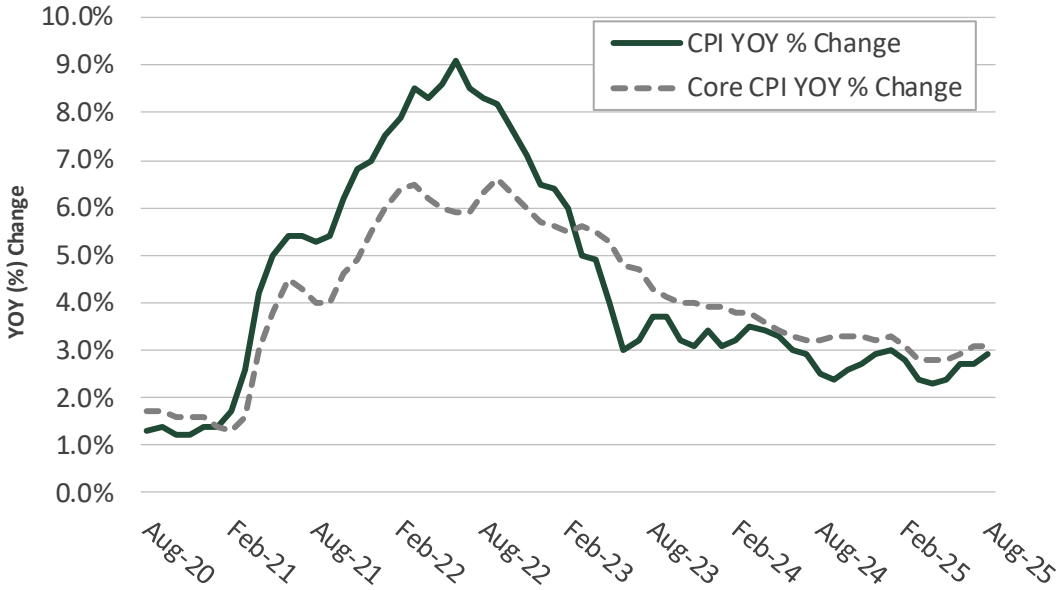
The U.S. economy added just 22,000 jobs in August, falling short of consensus expectations and punctuating the softening trend in the labor market. The three-month moving average and six-month moving average payrolls totaled 29,000 and 64,000 respectively. The unemployment rate rose to 4.3% in August from 4.2% in July. The labor participation rate inched up to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons jumped to 8.1% in August from 7.9% in July. Average hourly earnings fell to 3.7% year-over-year from 3.9% last month.



Source: US Department of Labor

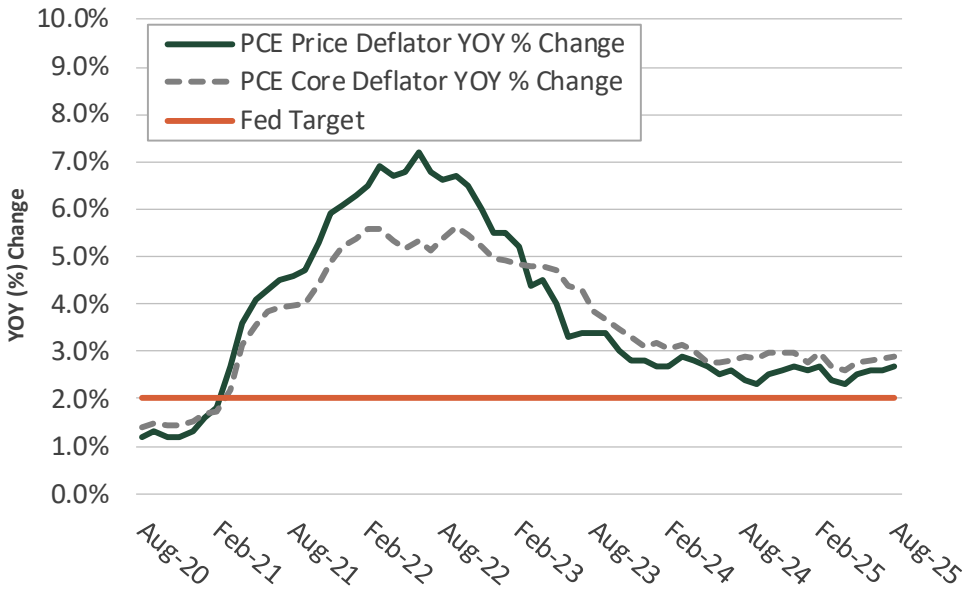
The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) showed a modest increase to 7.227 million new job openings in August from 7.2 million in July. The quits rate and layoffs remained relatively stable. Job openings indicate a ratio of approximately 1 job for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)



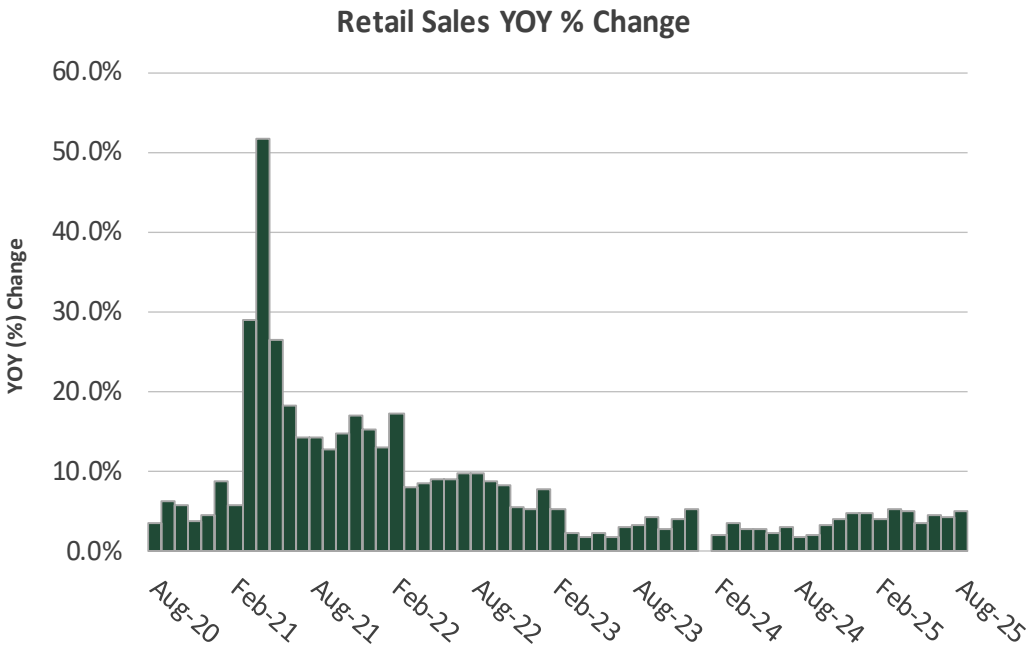
Source: US Department of Labor

Personal Consumption Expenditures (PCE)

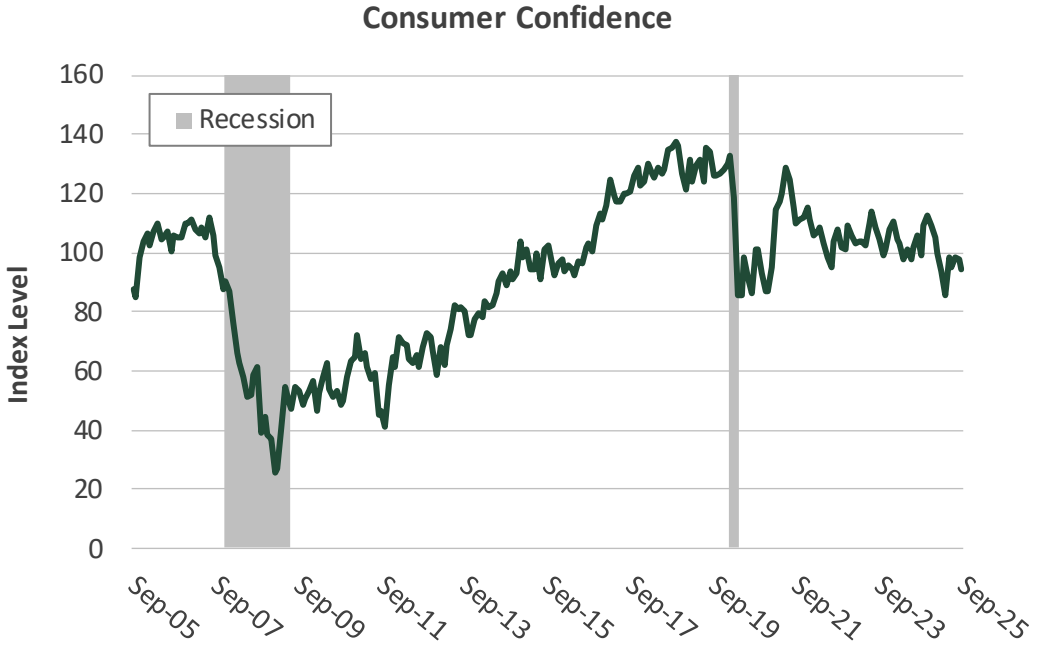


Source: US Department of Commerce

In August, the Consumer Price Index (CPI) increased more than expected at 0.4% month-over-month and 2.9% year-over-year, while the Core CPI rose 0.3% month-over-month and 3.1% year-over-year, in line with expectations. The Personal Consumption Expenditures (PCE) price index rose 0.3% month-over-month and 2.7% year-over-year in August. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, was up 0.2% from July leaving it unchanged at 2.9% on an annual basis in August.

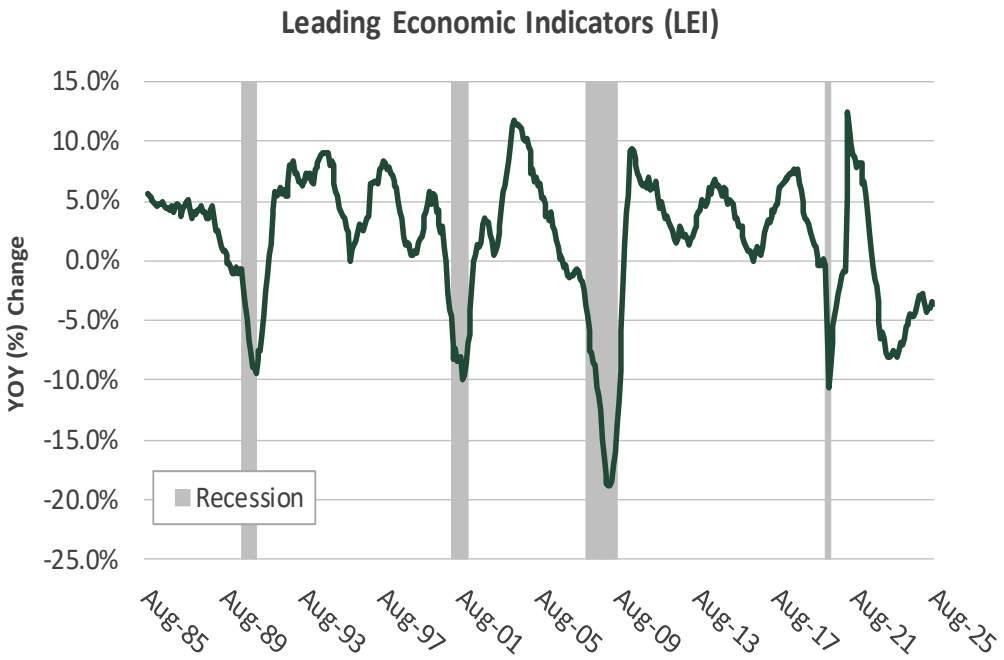


Source: US Department of Commerce

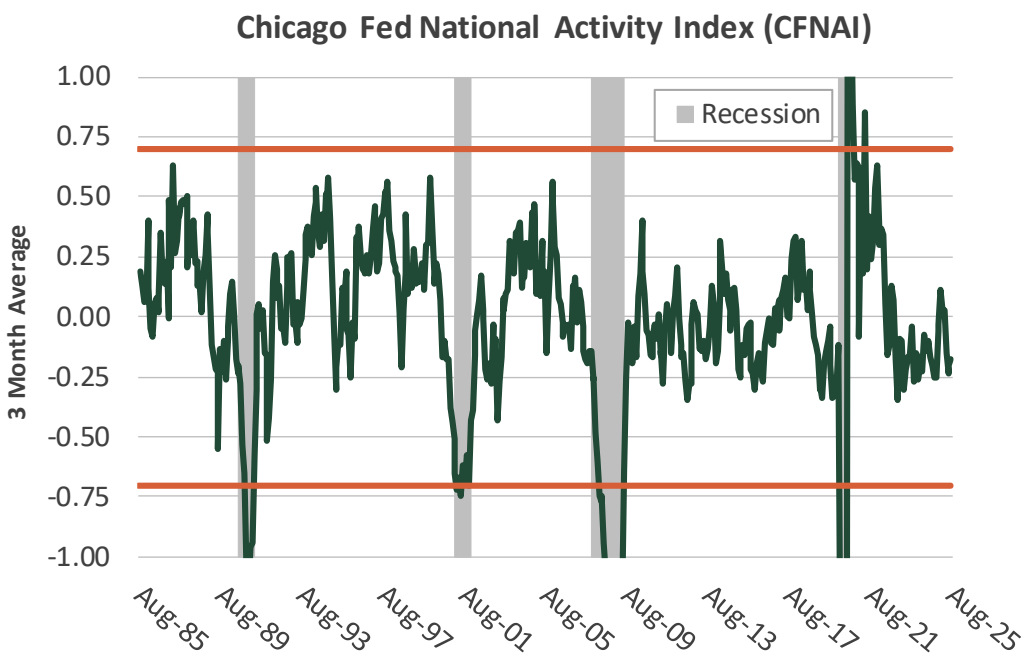


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Advance Retail Sales showed continued strength jumping 0.6% in August as July data was also revised up to 0.6% month-over-month. The increase elevated retail sales to 5.0% on an annual basis after jumping 4.1% year-over-year in July. Back-to-school shopping was a likely catalyst as online shopping, clothing, and sporting goods saw some of the largest increases. Control group sales, which feed into GDP, also jumped 0.74% in August from the prior month. The Conference Board's Consumer Confidence Index fell to 94.2 in September from a revised 97.8 in August, marking the lowest level since April 2025. Measures of current conditions and future expectations fell, signaling weaker sentiment toward employment and income. Consumers have remained resilient, but rising debt burdens, higher delinquency rates, lingering inflation worries, and emerging signs of labor market cooling could weigh on future spending.

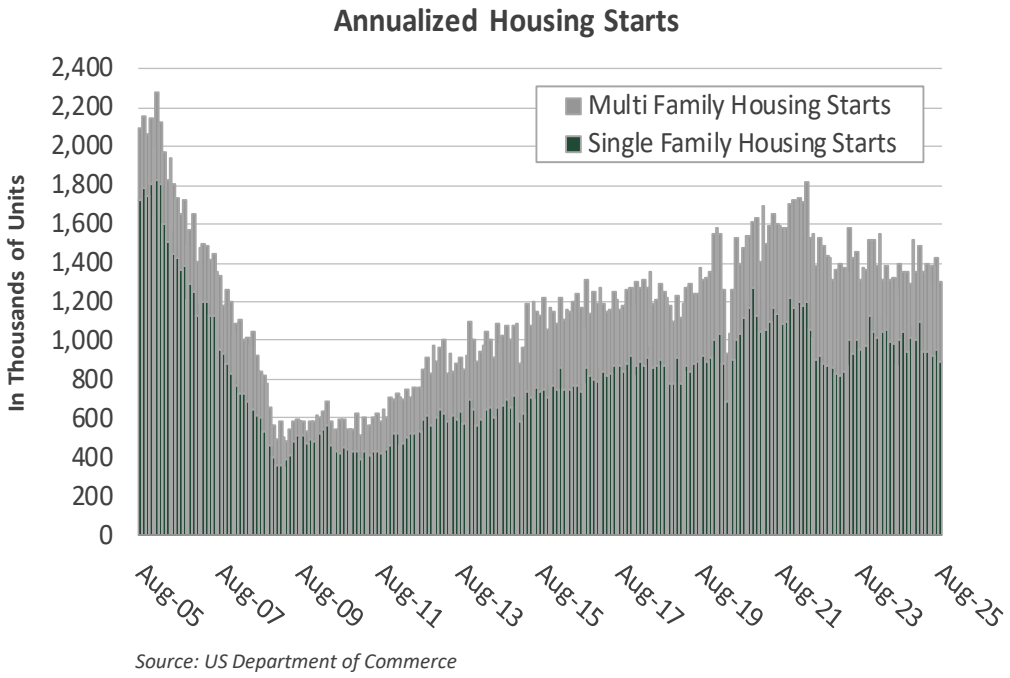


Source: The Conference Board

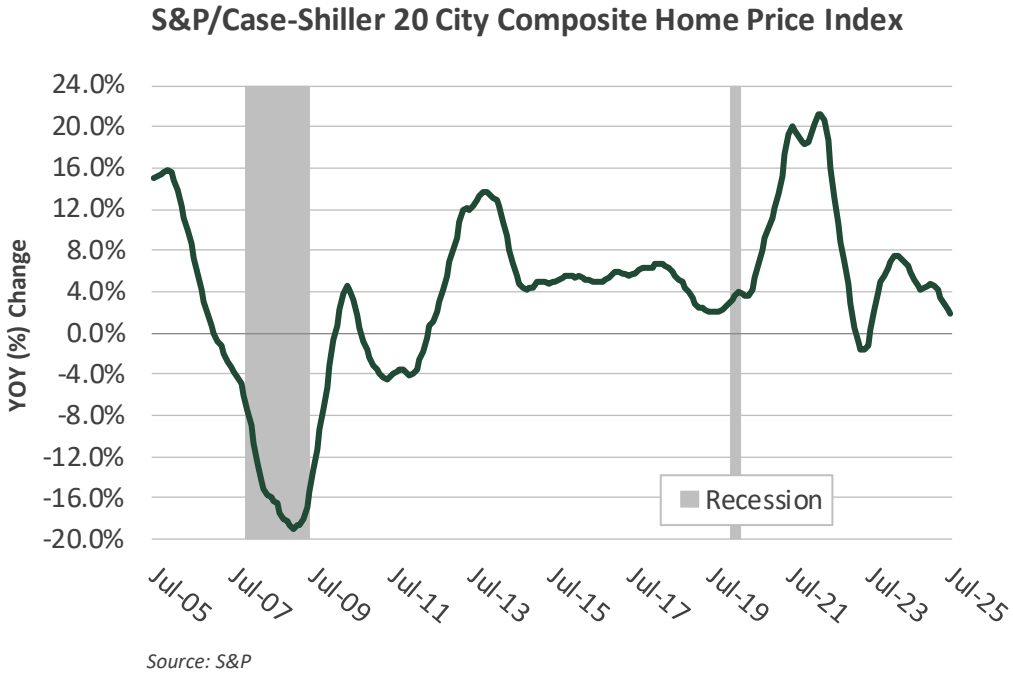


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell by 0.5% in August, following a 0.1% increase in July. The LEI decreased by 3.6% year-over-year. The Conference Board is expecting economic growth to slow in the second half of 2025 due to consumer pessimism, soft manufacturing new orders, and negative impacts from tariffs. The Chicago Fed National Activity Index (CFNAI) came in at -0.12% in August after a downwardly revised -0.28 in July, indicating that economic momentum remained below its historical trend for the fifth consecutive month. The three-month moving average shows a similar trend at -0.18 in August from -0.20 in the prior month signaling ongoing below-trend growth in national economic activity.

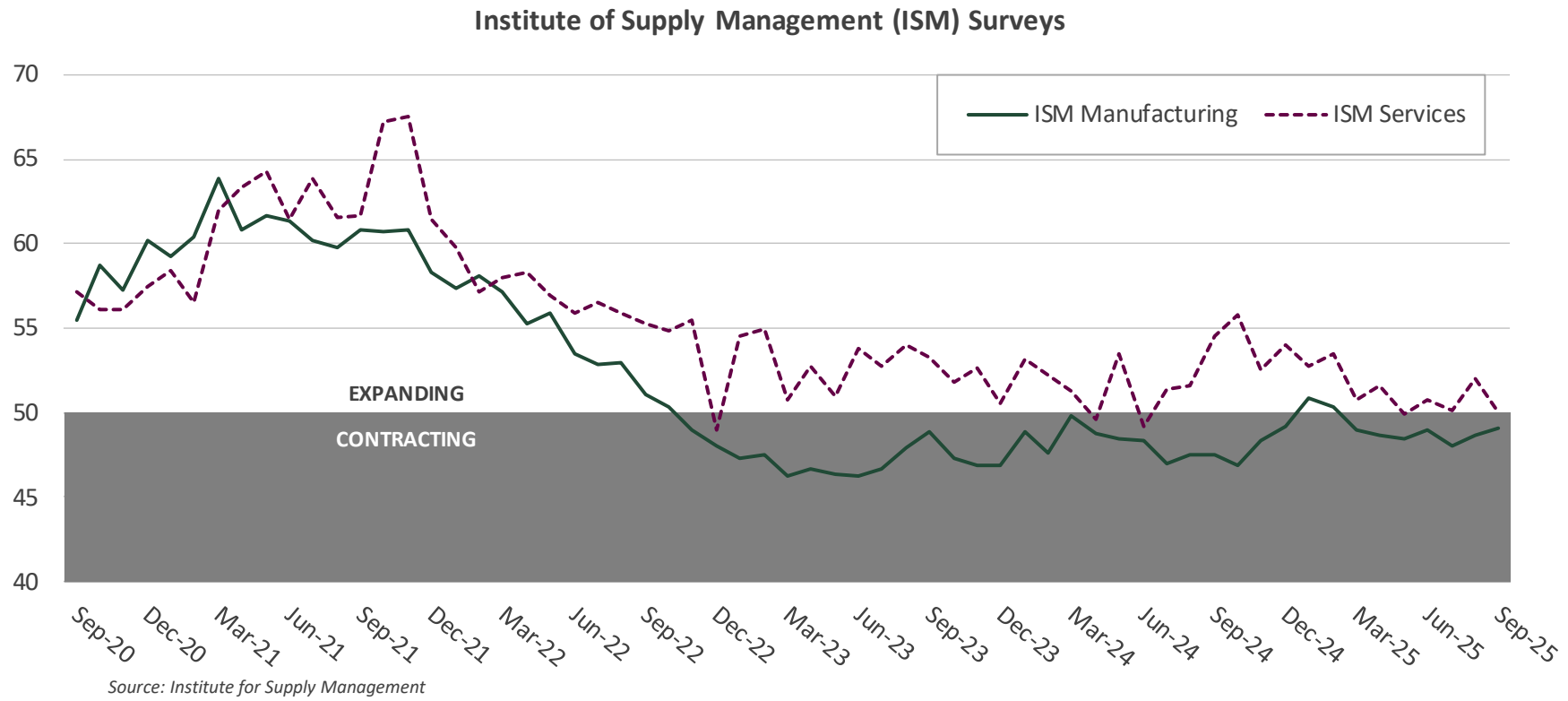


Source: US Department of Commerce



Source: S&P

Housing starts dropped 8.5% in August to 1.307 million units, marking a pullback amid elevated inventory levels and a softening labor market. Single-family starts fell 7.0% in August to 890,000 units, hitting their lowest level since July 2024. The S&P Cotality Case Shiller 20-City Home Price Index recorded a 0.07% month-over-month decline in July, marking the fifth consecutive month of losses, while still posting a modest year-over-year gain of 1.8%. Persistently high asking prices and elevated mortgage rates have continued to challenge affordability, contributing to the recent cooling across the housing market. However, the Freddie Mac 30-year fixed mortgage rate continued recent declines to 6.3% as of September.

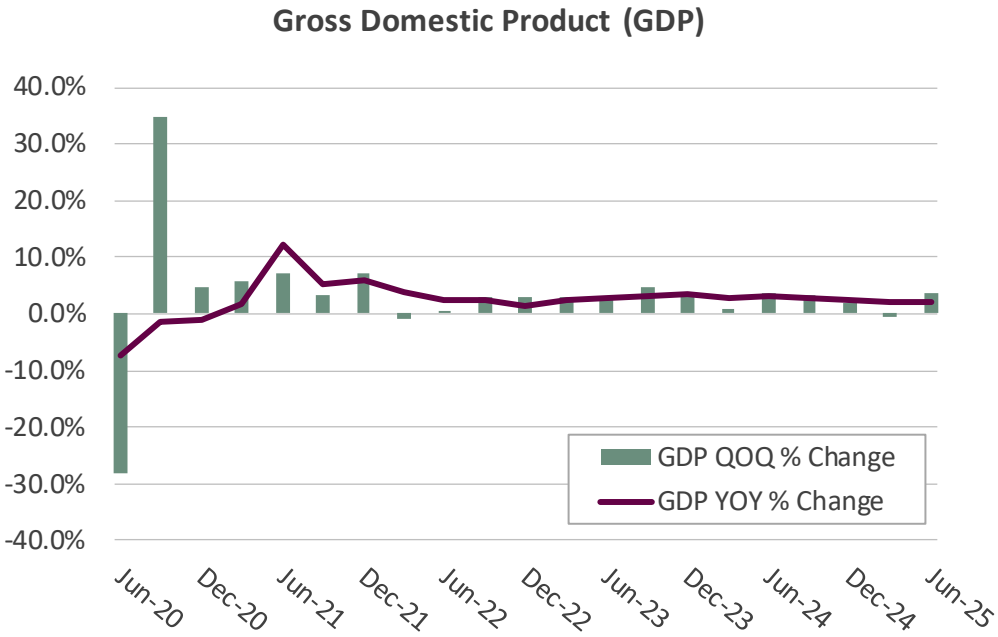


Manufacturing activity contracted at a slightly slower rate as the Institute for Supply Management (ISM) Manufacturing Index edged up to 49.1 in September, from 48.7 in August yet remaining below the expansion threshold, signaling the seventh consecutive month of contraction in the manufacturing sector. Production growth factored into the gain, although drops in new orders and inventories offset the increase. The ISM Services Index fell to 50.0 in September from 52.0 in August, which is the breakeven point between expansion and contraction. The 2.0-point decline generally indicated moderate to weak growth, with only isolated reports of supplier delivery delays. Employment remained in contraction territory, reflecting delayed hiring plans and ongoing challenges in finding qualified workers.

GROSS DOMESTIC PRODUCT (GDP)

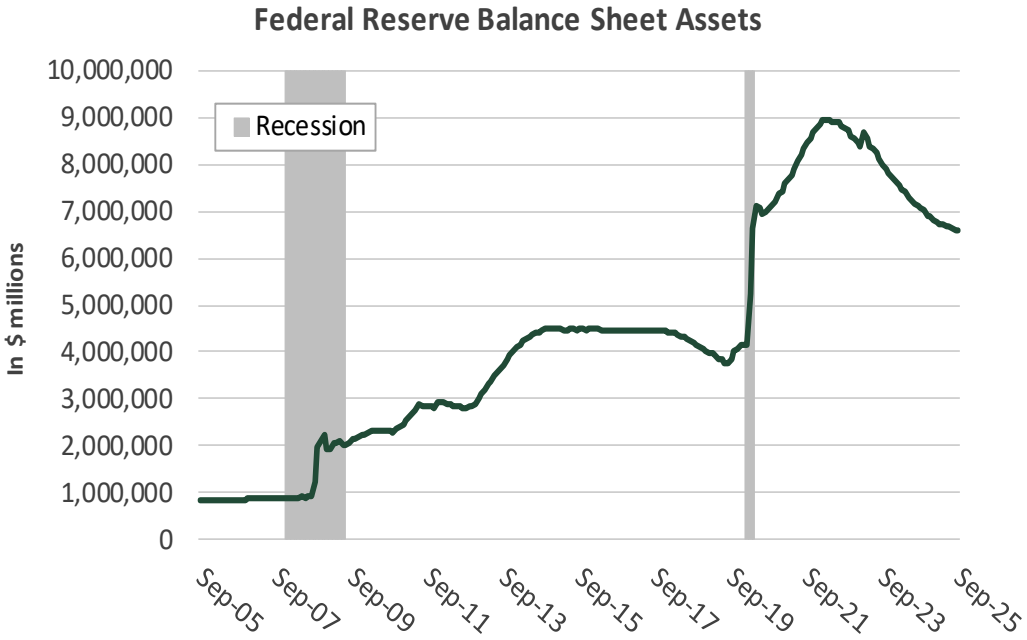
Components of GDP	9/24	12/24	3/25	6/25
Personal Consumption Expenditures	2.7%	2.6%	0.4%	1.7%
Gross Private Domestic Investment	0.2%	-1.3%	3.8%	-2.7%
Net Exports and Imports	-0.4%	-0.1%	-4.7%	4.8%
Federal Government Expenditures	0.5%	0.3%	-0.4%	-0.4%
State and Local (Consumption and Gross Investment)	0.4%	0.3%	0.2%	0.3%
Total	**3.4%**	**1.9%**	**-0.6%**	**3.8%**

Source: US Department of Commerce

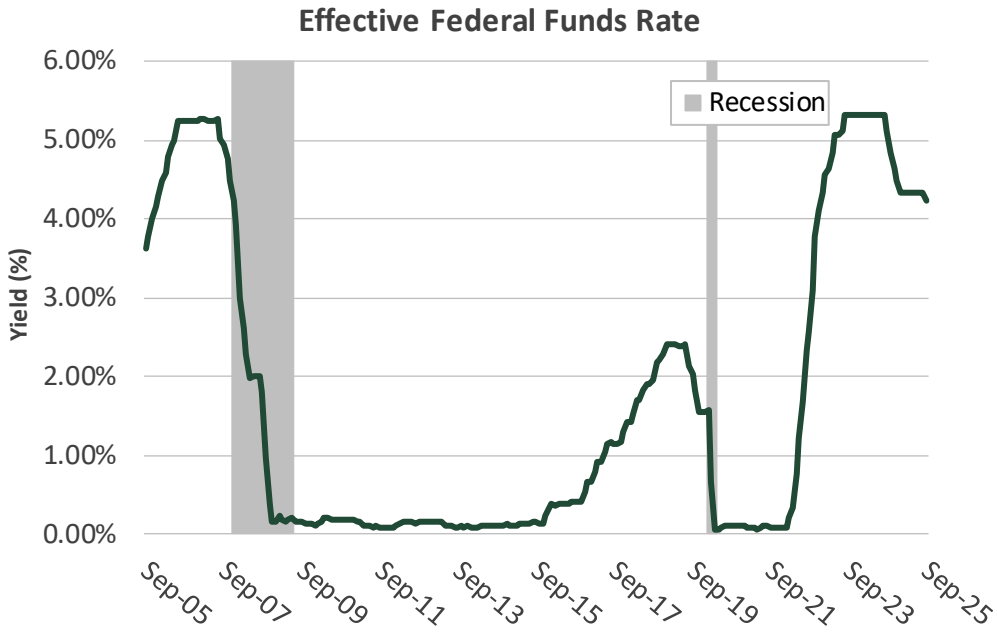


Source: US Department of Commerce

In a sharp rebound from the first quarter, real GDP increased at an annualized rate of 3.8% in the second quarter of 2025 according to the final data revision from the Bureau of Economic Analysis. The increase in real GDP in the second quarter was driven by the drop in imports following the significant rise in the first quarter in anticipation of higher tariffs and an increase in consumer spending. The consensus projection calls for 1.7% growth for the third quarter and 1.8% for the full year 2025.

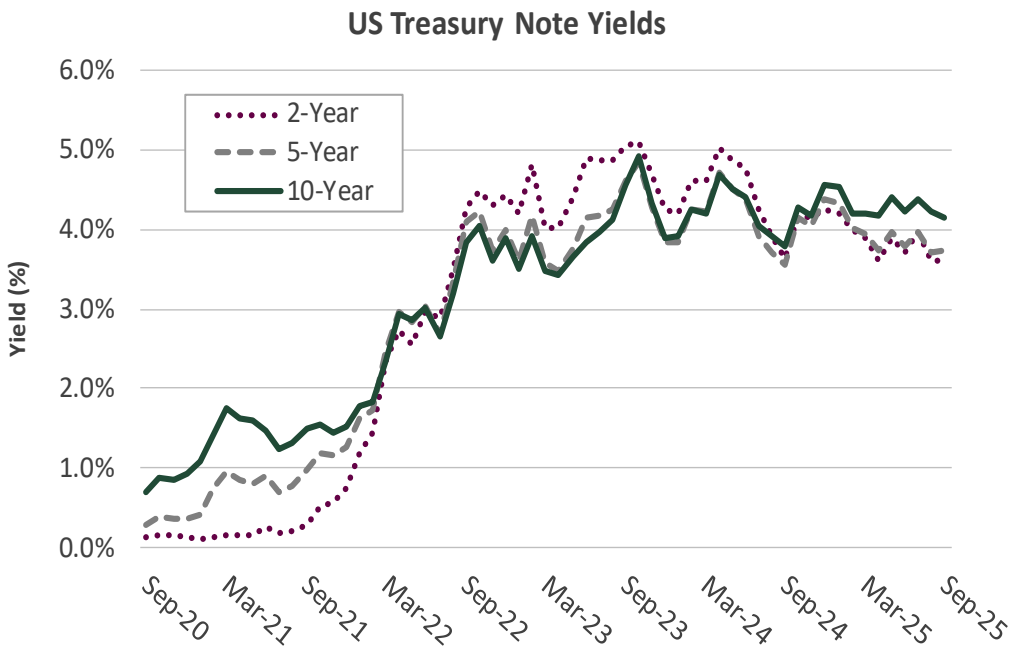


Source: Federal Reserve

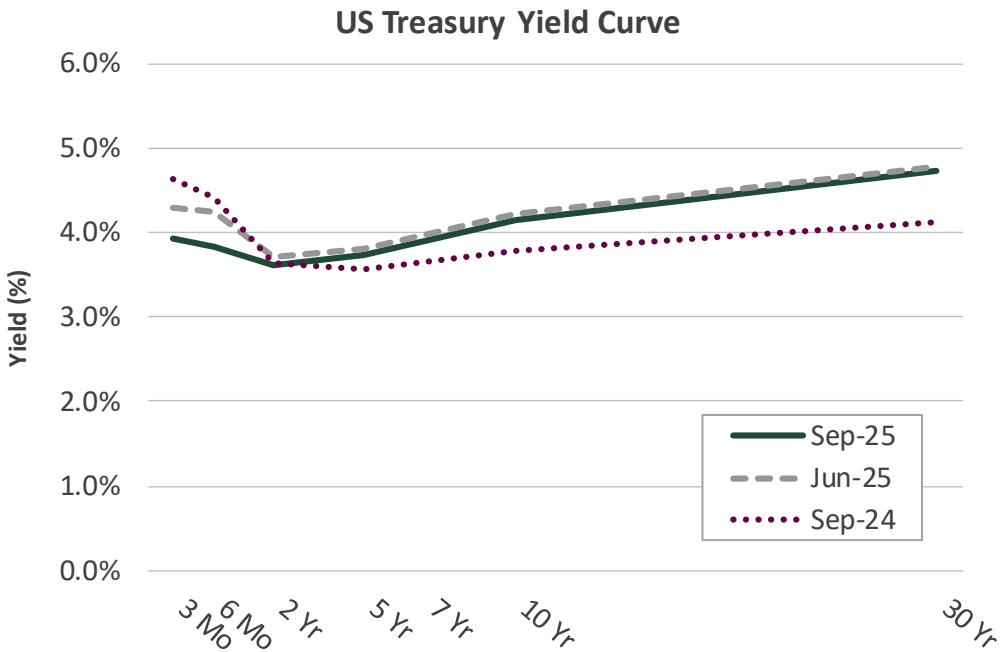


Source: Bloomberg

The Federal Reserve lowered its benchmark interest rate by a quarter point to a range of 4.00% to 4.25% at its September meeting, as officials responded to mounting signs of labor market weakness. Chair Jerome Powell said the move was aimed at cushioning the slowdown while keeping policy restrictive enough to fight lingering inflation. The Fed kept its balance-sheet runoff unchanged, maintaining a $5 billion monthly cap on Treasuries and $35 billion on agency and mortgage-backed securities. Since launching its Quantitative Tightening campaign in June 2022, the Fed has reduced its securities holdings by about $2.35 trillion, bringing the total down to roughly $6.6 trillion.



Source: Bloomberg



Source: Bloomberg

At the end of September, the 2-year Treasury yield was 5 basis points lower, and the 10-Year Treasury yield was 40 basis points higher, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +54 basis points at September month-end versus +61 basis points at August month-end. The prior 2-year/10-year yield curve inversion, which spanned from July 2022 to August 2024, was historically long. The average historical spread (since 2005) is about +99 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in September versus +8 basis points in August.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

The investment objectives of the City of Orange are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide adequate liquidity to meet all requirements which might be reasonably anticipated; and third, to earn a commensurate rate of return.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to achieve a rate of return over a market cycle that equals or exceeds the return on a market index of similar duration and sector allocation.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the investment policy and California Government Code.

STATEMENT OF COMPLIANCE

City of Orange Cons | Account #10897 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (BV; ABS, CMO & MBS)	20.0	9.3	Compliant	
Max Maturity (Years)	5.0	4.3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (BV)	20.0	7.6	Compliant	
Max % Issuer (BV)	5.0	0.7	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (BV)	40.0	1.4	Compliant	
Max % Issuer (BV)	5.0	1.4	Compliant	
Max Maturity (Days)	270	140	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (BV)	30.0	20.0	Compliant	
Max % Issuer (BV)	5.0	3.5	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (BV)	75.0	14.6	Compliant	
Max % Issuer (BV)	30.0	6.2	Compliant	
Max Callables (BV)	20.0	9.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (BV)	75.0	25.8	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (BV)	100.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				

STATEMENT OF COMPLIANCE

City of Orange Cons | Account #10897 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (BV)	20.0	0.2	Compliant	
Max % Issuer (BV)	20.0	0.2	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (BV)	20.0	0.0	Compliant	
Max % Issuer (BV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (BV)	20.0	0.0	Compliant	
Max % Issuer (BV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (BV)	20.0	0.0	Compliant	
Max % Issuer (BV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (BV)	30.0	1.8	Compliant	
Max % Issuer (BV)	10.0	1.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (BV)	100.0	26.3	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS

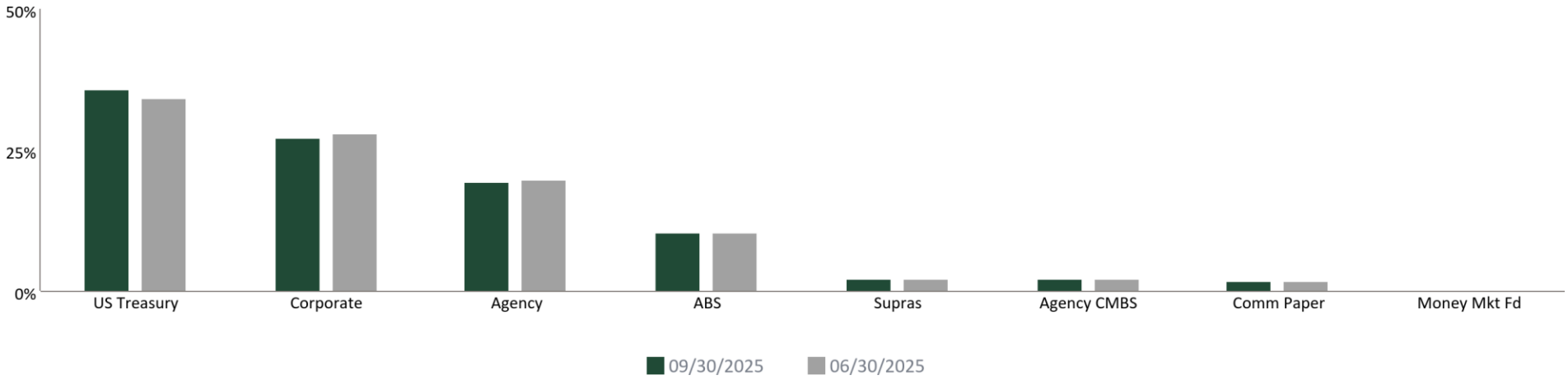
City of Orange | Account #10888 | As of September 30, 2025

	Benchmark*	9/30/2025 Portfolio	6/30/2025 Portfolio
Average Maturity (yrs)	2.65	2.77	2.91
Average Modified Duration	2.48	2.35	2.47
Average Purchase Yield		3.55%	3.57%
Average Market Yield	3.66%	3.89%	4.06%
Average Quality**	AA+	AA+	AA+
Total Market Value		107,933,405	106,597,904

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Orange | Account #10888 | As of September 30, 2025



Sector as a Percentage of Market Value

Sector	09/30/2025	06/30/2025
US Treasury	35.76%	34.27%
Corporate	27.33%	28.32%
Agency	19.72%	19.86%
ABS	10.35%	10.64%
Supras	2.46%	2.48%
Agency CMBS	2.30%	2.31%
Comm Paper	1.84%	1.84%
Money Mkt Fd	0.24%	0.28%

ISSUERS

City of Orange | Account #10888 | As of September 30, 2025

Issuer	Investment Type	% Portfolio
United States	US Treasury	35.76%
Federal Home Loan Banks	Agency	8.33%
Federal Home Loan Mortgage Corp	Agency	7.48%
Toyota Motor Corporation	Corporate	4.65%
Farm Credit System	Agency	3.91%
Apple Inc.	Corporate	2.76%
International Bank for Recon and Dev	Supras	2.46%
FHLMC	Agency CMBS	2.30%
PepsiCo, Inc.	Corporate	1.93%
Mitsubishi UFJ Financial Group, Inc.	Comm Paper	1.84%
Honda Auto Receivables Owner Trust	ABS	1.69%
GM Financial Automobile Leasing Trus	ABS	1.33%
American Express Credit Master Trust	ABS	1.32%
State Street Corporation	Corporate	1.21%
Guardian Life Global Funding	Corporate	1.21%
Cisco Systems, Inc.	Corporate	1.20%
The Home Depot, Inc.	Corporate	1.19%
Chubb Limited	Corporate	1.19%
Merck & Co., Inc.	Corporate	1.17%
BMW Vehicle Owner Trust	ABS	1.17%
John Deere Owner Trust	ABS	1.16%
Bank of America Corporation	Corporate	1.16%
Massachusetts Mutual Life Insurance	Corporate	1.15%
PACCAR Inc	Corporate	1.14%
Chase Issuance Trust	ABS	1.00%
Royal Bank of Canada	Corporate	0.95%
Bank of Montreal	Corporate	0.94%
UnitedHealth Group Incorporated	Corporate	0.94%
Caterpillar Inc.	Corporate	0.92%
Hyundai Auto Receivables Trust	ABS	0.86%

ISSUERS

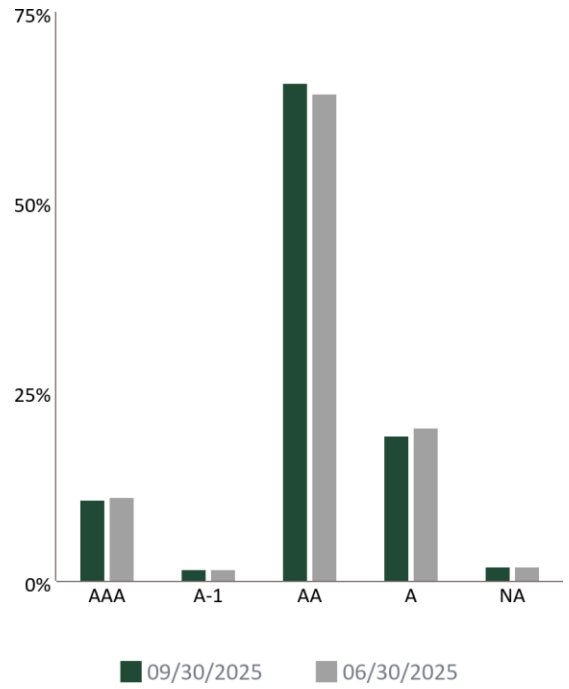
City of Orange | Account #10888 | As of September 30, 2025

Issuer	Investment Type	% Portfolio
New York Life Insurance Company	Corporate	0.79%
Metropolitan Life Global Funding I	Corporate	0.78%
Eli Lilly and Company	Corporate	0.66%
WF Card Issuance Trust	ABS	0.53%
Mercedes-Benz Auto Receivables Trust	ABS	0.50%
Bank of America Credit Card Trust	ABS	0.48%
Deere & Company	Corporate	0.48%
National Rural Utilities Cooperative	Corporate	0.46%
Union Pacific Corporation	Corporate	0.44%
Hyundai Auto Lease Securitization Tr	ABS	0.31%
First American Govt Oblig fund	Money Mkt Fd	0.24%
Cash	Cash	0.00%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

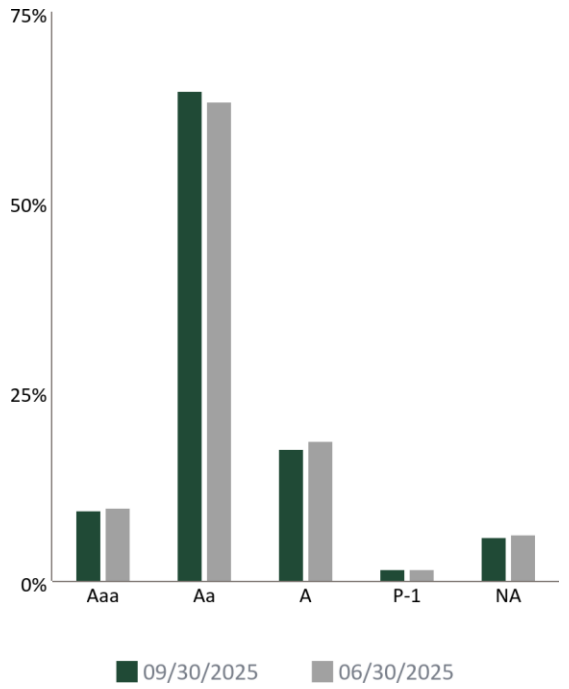
City of Orange | Account #10888 | As of September 30, 2025

S&P Rating



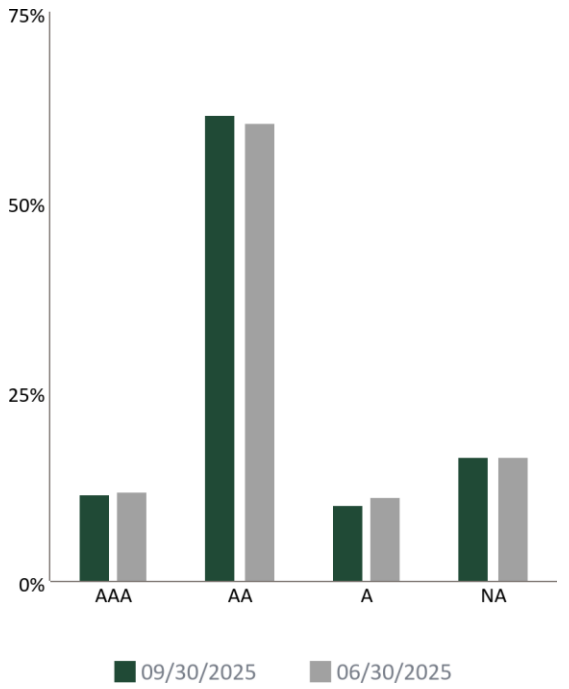
Rating	09/30/2025	06/30/2025
AAA	10.92%	11.11%
A-1	1.82%	1.83%
AA	65.70%	64.37%
A	19.47%	20.45%
NA	2.09%	2.24%

Moody's Rating



Rating	09/30/2025	06/30/2025
Aaa	9.60%	9.86%
Aa	64.81%	63.48%
A	17.61%	18.57%
P-1	1.82%	1.83%
NA	6.16%	6.25%

Fitch Rating

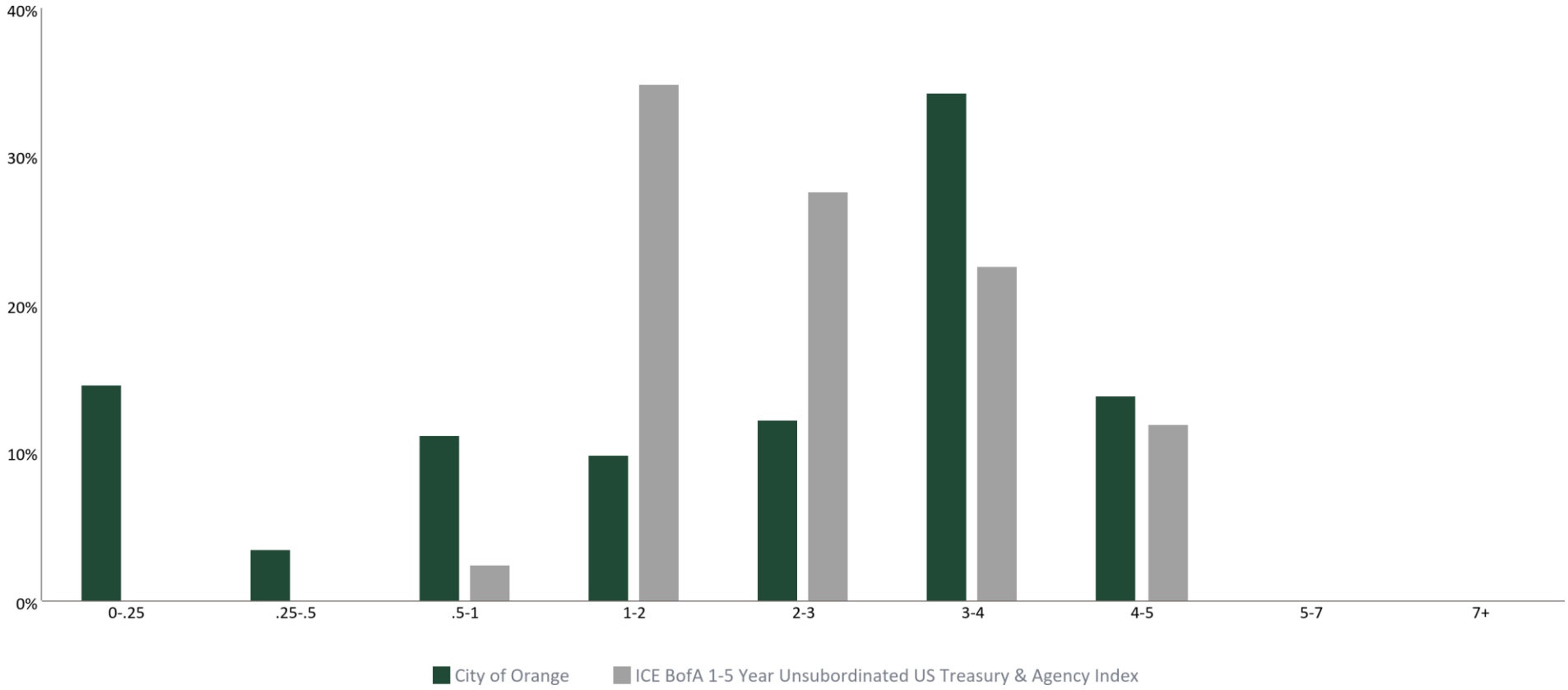


Rating	09/30/2025	06/30/2025
AAA	11.58%	11.86%
AA	61.73%	60.43%
A	10.28%	11.11%
NA	16.41%	16.61%

DURATION DISTRIBUTION

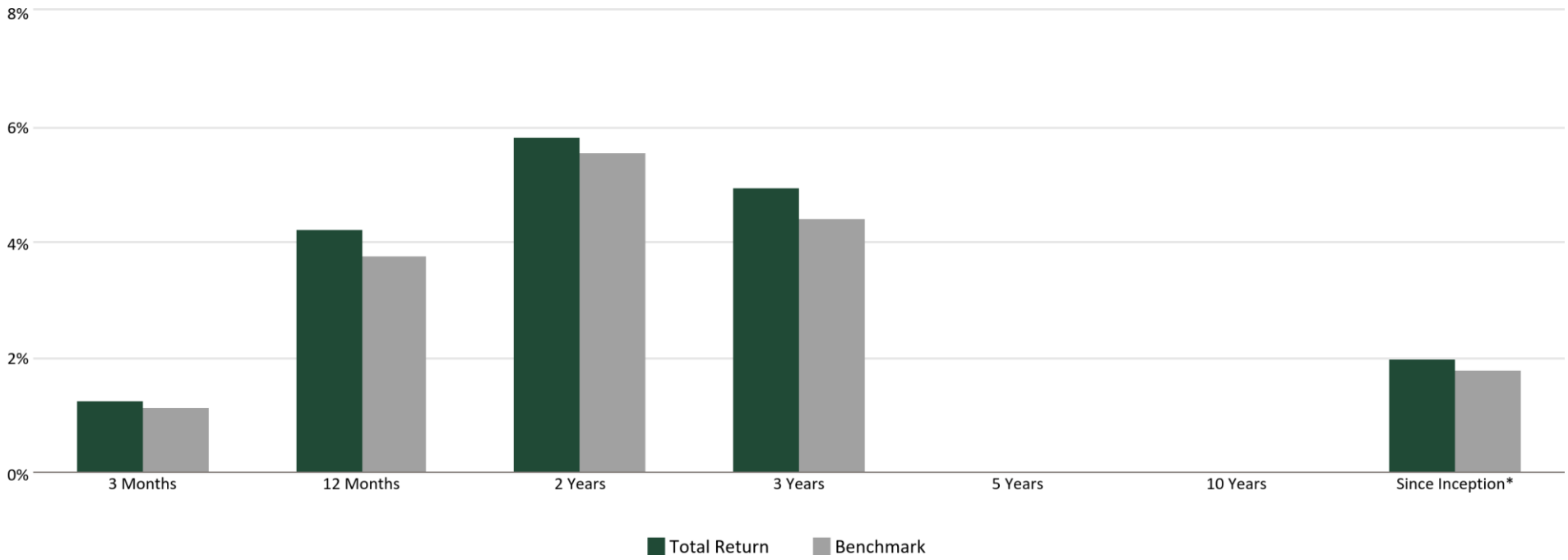
City of Orange | Account #10888 | As of September 30, 2025

Portfolio Compared to the Benchmark



	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	14.6%	3.5%	11.3%	9.9%	12.3%	34.3%	13.9%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.1%	2.6%	35.0%	27.7%	22.6%	12.0%	0.0%	0.0%

Total Rate of Return : Inception | 01/01/2022



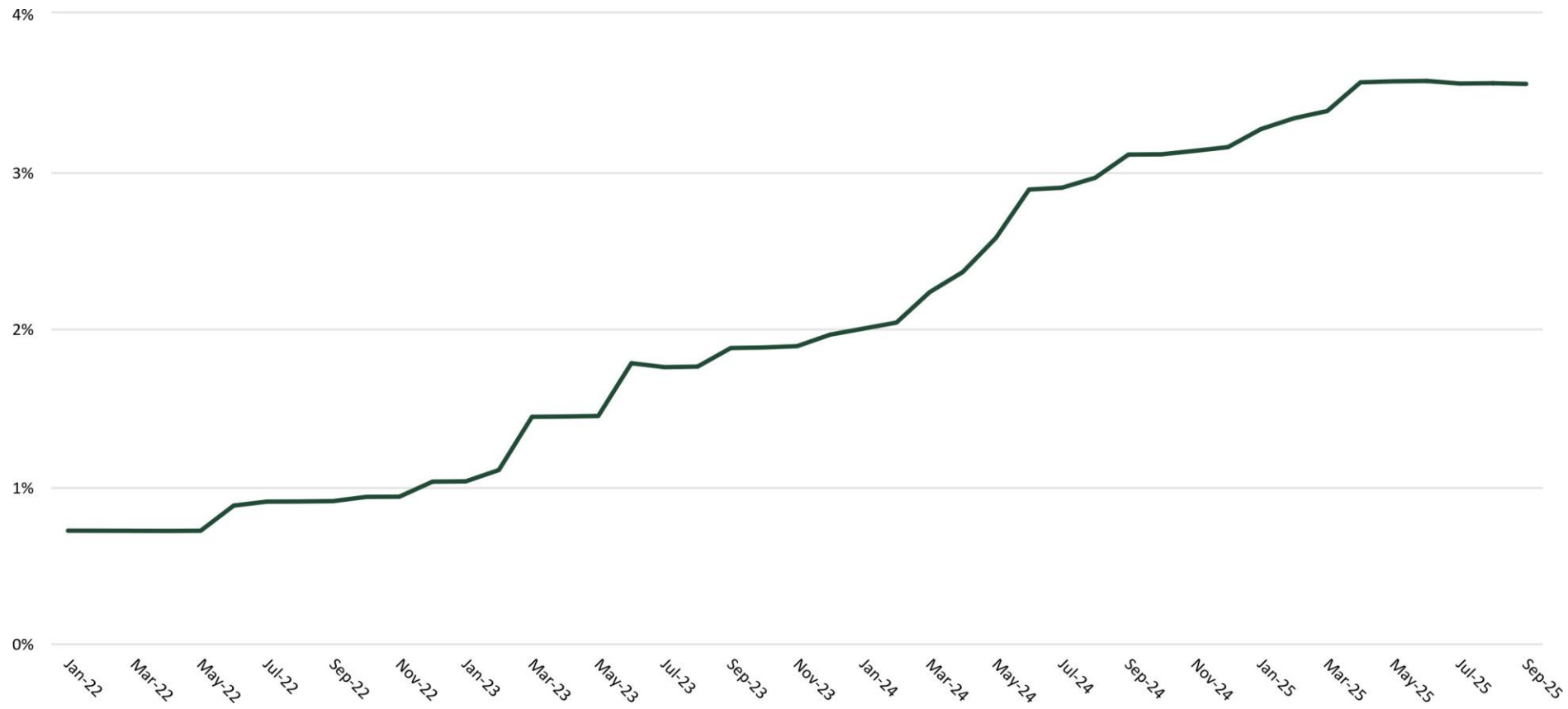
	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN*							
City of Orange	1.27%	4.24%	5.84%	4.94%			1.97%
Benchmark	*1.14%*	*3.77%*	*5.58%*	*4.42%*			*1.79%*

*Periods over 1 year are annualized.
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio. Realized rate of return: A measure of a portfolio's return over time. It is the internal rate which equates the beginning book value of the portfolio with the ending book value; it includes interest earnings, realized gains and losses in the portfolio.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

HISTORICAL AVERAGE PURCHASE YIELD

City of Orange | Account #10888 | As of September 30, 2025

Purchase Yield as of 09/30/25 = 3.55%



CHANDLER ASSET MANAGEMENT

CONSOLIDATED INFORMATION

PORTFOLIO CHARACTERISTICS

City of Orange Cons | Account #10897 | As of September 30, 2025

	9/30/2025 Portfolio	6/30/2025 Portfolio
Average Maturity (yrs)	2.04	1.84
Average Modified Duration	1.74	1.56
Average Purchase Yield	3.38%	3.43%
Average Market Yield	3.62%	3.71%
Average Quality**	AA+	AA+
Total Market Value	146,227,715	168,667,699

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	80,577.51	02/16/2023 5.09%	80,562.53 80,571.91	100.29 4.22%	80,812.73 112.81	0.08% 240.82	Aaa/NA AAA	1.56 0.34
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	225,184.38	02/22/2023 3.39%	225,143.36 225,165.89	100.44 4.24%	226,164.95 501.41	0.21% 999.06	Aaa/NA AAA	2.13 0.53
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	430,000.00	02/05/2025 4.66%	429,949.26 429,959.88	100.90 3.97%	433,856.54 612.27	0.40% 3,896.66	NA/AAA AAA	2.39 1.21
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	109,992.96	07/11/2023 5.47%	109,973.47 109,982.80	100.71 4.04%	110,769.83 100.28	0.10% 787.03	NA/AAA AAA	2.41 0.47
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	330,000.00	04/24/2025 4.53%	329,970.20 329,974.44	100.89 3.99%	332,929.28 664.40	0.31% 2,954.84	NA/AAA AAA	2.55 1.51
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00	06/07/2023 4.92%	349,968.96 349,991.50	100.54 4.02%	351,901.97 757.56	0.33% 1,910.47	NA/AAA AAA	0.62 0.60
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	985,000.00	-- 4.80%	985,558.36 985,465.13	100.92 3.97%	994,089.48 1,378.45	0.93% 8,624.35	NA/AAA AAA	2.64 1.40
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	288,842.28	11/01/2023 5.74%	288,791.42 288,812.32	101.18 4.06%	292,259.72 454.93	0.27% 3,447.41	Aaa/NA AAA	2.73 0.69
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,060,000.00	09/07/2023 5.23%	1,059,706.17 1,059,826.31	101.21 3.90%	1,072,777.03 2,430.93	1.00% 12,950.72	NA/AAA AAA	2.96 0.91
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	1,055,000.00	09/12/2023 5.29%	1,054,952.84 1,054,984.93	101.30 3.87%	1,068,736.10 2,452.29	1.00% 13,751.17	NA/AAA AAA	0.96 0.91
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	450,000.00	06/04/2024 5.18%	449,931.65 449,950.60	101.18 3.92%	455,304.60 388.50	0.42% 5,354.00	Aaa/AAA NA	3.41 0.89
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	510,000.00	06/11/2024 5.81%	509,900.30 509,927.37	101.64 4.10%	518,388.43 1,178.67	0.48% 8,461.06	Aaa/NA AAA	3.45 1.41
44934QAD3	HART 2024-B A3 4.84 03/15/2029	285,000.00	07/16/2024 5.45%	284,956.99 284,968.00	101.10 3.96%	288,126.65 613.07	0.27% 3,158.65	NA/AAA AAA	3.45 1.17
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	630,000.00	08/09/2024 4.66%	629,901.03 629,925.05	100.79 3.92%	635,000.31 799.75	0.59% 5,075.26	Aaa/NA AAA	3.47 1.14
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	530,000.00	05/14/2025 4.66%	529,935.39 529,941.42	101.39 3.98%	537,390.21 1,085.91	0.50% 7,448.80	NA/AAA AAA	3.54 2.05
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	505,000.00	06/06/2024 4.93%	504,971.67 504,979.24	101.69 3.88%	513,559.70 1,106.51	0.48% 8,580.46	Aaa/AAA NA	3.62 1.53

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	500,000.00	03/04/2025 5.09%	499,968.55 499,972.44	100.55 4.02%	502,747.20 940.00	0.47% 2,774.76	Aaa/NA AAA	3.96 2.21
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	795,000.00	02/04/2025 4.57%	794,975.51 794,978.89	101.10 3.94%	803,719.16 1,009.21	0.75% 8,740.28	NA/AAA AAA	3.97 1.61
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	680,000.00	02/04/2025 4.56%	679,933.02 679,942.20	100.93 3.95%	686,312.37 516.80	0.64% 6,370.18	Aaa/AAA NA	3.99 1.42
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	560,000.00	10/17/2024 4.29%	559,916.78 559,932.44	100.83 3.90%	564,626.27 1,067.73	0.53% 4,693.83	Aaa/AAA NA	4.04 1.92
44935CAD3	HART 2025-A A3 4.32 10/15/2029	635,000.00	03/04/2025 4.84%	634,906.34 634,917.67	100.76 3.89%	639,850.32 1,219.20	0.60% 4,932.65	NA/AAA AAA	4.04 1.61
Total ABS		**10,994,597.13**	**4.91%**	**10,993,873.80 10,994,170.40**	**101.04 3.95%**	**11,109,322.85 19,390.67**	**10.35% 115,152.45**		**3.03 1.31**
AGENCY									
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00	10/28/2020 0.60%	8,050,000.00 8,050,000.00	99.73 4.14%	8,028,614.53 20,527.50	7.48% (21,385.47)	Aa1/AA+ AA+	0.08 0.07
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00	07/29/2021 0.90%	5,010,000.00 5,000,000.00	97.67 3.79%	4,883,441.95 7,750.00	4.55% (116,558.05)	Aa1/AA+ AA+	0.83 0.81
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	2,000,000.00	03/27/2023 3.81%	2,045,720.00 2,020,002.50	101.27 3.70%	2,025,326.10 3,888.89	1.89% 5,323.60	Aa1/AA+ AA+	1.96 1.86
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	2,000,000.00	07/24/2023 4.15%	1,921,180.00 1,956,540.57	99.21 3.56%	1,984,236.70 20,222.22	1.85% 27,696.13	Aa1/AA+ AA+	2.69 2.53
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	2,000,000.00	01/29/2024 4.05%	2,060,660.00 2,039,801.71	103.24 3.66%	2,064,791.40 29,819.44	1.92% 24,989.69	Aa1/AA+ AA+	3.19 2.90
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	2,100,000.00	04/29/2024 4.70%	2,104,263.00 2,103,051.34	103.52 3.69%	2,173,851.18 41,839.58	2.03% 70,799.85	Aa1/AA+ AA+	3.58 3.22
Total Agency		**21,150,000.00**	**2.07%**	**21,191,823.00 21,169,396.12**	**100.09 3.87%**	**21,160,261.86 124,047.64**	**19.72% (9,134.26)**		**1.34 1.24**
AGENCY CMBS									
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	1,140,000.00	06/11/2025 4.29%	1,066,122.66 1,071,262.37	95.07 3.95%	1,083,787.63 2,465.25	1.01% 12,525.26	Aa1/AA+ AAA	3.99 3.62

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,500,000.00	06/12/2025 4.23%	1,365,820.31 1,374,393.58	92.45 3.99%	1,386,793.05 2,586.25	1.29% 12,399.47	Aa1/AA+ AAA	4.32 4.02
Total Agency CMBS		**2,640,000.00**	**4.26%**	**2,431,942.97** **2,445,655.95**	**93.60** **3.97%**	**2,470,580.68** **5,051.50**	**2.30%** **24,924.73**		**4.17** **3.84**
CASH									
CCYUSD	Receivable	1,125.38	--	1,125.38 1,125.38	1.00 0.00%	1,125.38 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,125.38**		**1,125.38** **1,125.38**	**1.00** **0.00%**	**1,125.38** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
COMMERCIAL PAPER									
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00	05/23/2025 4.41%	1,936,898.89 1,967,026.11	98.44 4.16%	1,968,836.00 0.00	1.84% 1,809.89	P-1/A-1 NA	0.38 0.24
Total Commercial Paper		**2,000,000.00**	**4.41%**	**1,936,898.89** **1,967,026.11**	**98.44** **4.16%**	**1,968,836.00** **0.00**	**1.84%** **1,809.89**		**0.38** **0.24**
CORPORATE									
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,000,209.26	99.86 4.20%	4,992,897.50 18,333.33	4.65% (7,311.76)	A1/A+ A+	0.04 0.04
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00	10/20/2022 5.50%	494,336.70 494,982.43	100.06 4.61%	495,292.47 11,315.56	0.46% 310.04	A2/A- A	0.08 0.08
037833EB2	APPLE INC 0.7 02/08/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,980.78	98.85 4.00%	2,965,499.04 3,091.67	2.76% (34,481.74)	Aaa/AA+ NA	0.36 0.35
713448FQ6	PEPSICO INC 4.55 02/13/2026	195,000.00	02/13/2023 4.57%	194,886.90 194,986.04	100.10 4.25%	195,193.47 1,183.00	0.18% 207.42	A1/A+ NA	0.37 0.28
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00	02/13/2023 4.77%	469,689.80 469,959.53	100.15 4.35%	470,684.21 2,480.56	0.44% 724.68	A3/A- A-	0.39 0.30
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	505,000.00	09/05/2023 5.18%	504,641.45 504,888.12	101.25 3.77%	511,317.29 1,661.59	0.48% 6,429.18	A1/A A+	0.94 0.91

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
713448FW3	PEPSICO INC 5.125 11/10/2026	380,000.00	11/08/2023 5.13%	379,897.40 379,962.09	101.31 3.90%	384,996.93 7,627.71	0.36% 5,034.84	A1/A+ NA	1.11 0.97
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	1,000,000.00	03/30/2023 4.91%	991,550.00 996,299.23	101.22 4.04%	1,012,247.01 2,219.44	0.94% 15,947.78	A2/A- AA-	1.96 1.77
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	1,000,000.00	03/30/2023 4.95%	997,990.00 999,042.15	102.04 3.95%	1,020,400.27 10,752.78	0.95% 21,358.12	A1/A AA-	2.28 2.12
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	1,250,000.00	06/27/2024 5.30%	1,206,175.00 1,227,712.93	99.53 4.89%	1,244,185.78 9,427.22	1.16% 16,472.85	A1/A- AA-	2.31 1.25
713448FL7	PEPSICO INC 3.6 02/18/2028	1,500,000.00	03/27/2024 4.49%	1,452,735.00 1,471,082.59	99.51 3.81%	1,492,709.91 6,450.00	1.39% 21,627.32	A1/A+ NA	2.39 2.25
857477CU5	STATE STREET CORP 4.536 02/28/2028	1,285,000.00	02/25/2025 4.51%	1,285,000.00 1,285,000.00	101.28 3.97%	1,301,481.83 5,343.03	1.21% 16,481.83	Aa3/A AA-	2.41 2.18
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,250,000.00	09/26/2024 3.76%	1,261,775.00 1,258,427.56	100.55 3.83%	1,256,817.14 18,843.75	1.17% (1,610.42)	Aa3/A+ NA	2.63 2.36
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	1,000,000.00	05/28/2024 5.05%	967,180.00 976,684.61	100.35 4.13%	1,003,487.29 8,972.22	0.94% 26,802.68	A2/A+ A	3.29 2.94
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	1,200,000.00	03/27/2024 4.70%	1,194,684.00 1,196,341.87	101.86 4.00%	1,222,302.46 9,353.33	1.14% 25,960.58	A1/A+ NA	3.34 3.04
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/27/2024 4.84%	1,250,650.00 1,250,439.74	102.61 4.02%	1,282,665.76 5,894.10	1.20% 32,226.02	A1/AA- NA	3.41 3.03
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/27/2024 4.82%	1,245,987.50 1,246,999.98	102.41 4.05%	1,280,079.76 15,833.33	1.19% 33,079.78	A2/A A	3.73 3.29
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	705,000.00	08/12/2024 4.25%	703,456.05 703,805.26	100.71 4.00%	709,990.56 3,865.75	0.66% 6,185.30	Aa3/A+ NA	3.87 3.45
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	1,250,000.00	09/26/2024 4.08%	1,280,725.00 1,274,253.81	101.97 4.09%	1,274,586.69 7,427.08	1.19% 332.88	A2/A A	3.87 3.43
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	1,300,000.00	11/26/2024 4.67%	1,272,336.00 1,277,166.22	99.95 4.19%	1,299,365.55 754.54	1.21% 22,199.33	Aa1/AA+ NA	3.99 3.63
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	830,000.00	12/02/2024 4.61%	829,526.90 829,604.63	101.57 4.19%	842,998.01 12,302.44	0.79% 13,393.38	Aa1/AA+ AAA	4.18 3.72
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	960,000.00	01/06/2025 4.84%	958,147.20 958,417.10	103.10 4.00%	989,743.57 10,624.00	0.92% 31,326.47	A2/A A+	4.27 3.80
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	820,000.00	01/02/2025 4.95%	818,310.80 818,555.95	102.53 4.24%	840,769.51 9,152.11	0.78% 22,213.56	Aa3/AA- AA-	4.28 3.79

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	-- 4.90%	1,202,338.00 1,202,222.00	102.54 4.29%	1,230,489.12 13,365.00	1.15% 28,267.12	Aa3/AA+ AA+	4.28 3.79
Total Corporate		**29,095,000.00**	**3.63%**	**28,986,748.70** **29,017,023.88**	**100.79** **4.11%**	**29,320,201.12** **196,273.56**	**27.33%** **303,177.25**		**2.24** **1.98**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	259,977.77	-- 3.73%	259,977.77 259,977.77	1.00 3.73%	259,977.77 0.00	0.24% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**259,977.77**	**3.73%**	**259,977.77** **259,977.77**	**1.00** **3.73%**	**259,977.77** **0.00**	**0.24%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	2,000,000.00	07/24/2023 4.19%	1,938,380.00 1,965,502.32	99.52 3.68%	1,990,382.20 15,361.11	1.86% 24,879.88	Aaa/AAA NA	2.78 2.61
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	635,000.00	03/14/2025 4.20%	632,733.05 632,975.14	101.48 3.76%	644,402.51 800.36	0.60% 11,427.38	Aaa/AAA NA	4.47 4.05
Total Supranational		**2,635,000.00**	**4.20%**	**2,571,113.05** **2,598,477.46**	**100.00** **3.70%**	**2,634,784.71** **16,161.48**	**2.46%** **36,307.26**		**3.20** **2.96**
US TREASURY									
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,996,122.16	97.24 3.72%	2,917,101.57 72.12	2.72% (79,020.59)	Aa1/AA+ AA+	1.00 0.98
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,200,000.00	03/27/2024 4.18%	2,206,617.19 2,204,585.66	101.90 3.65%	2,241,851.57 8,006.91	2.09% 37,265.91	Aa1/AA+ AA+	3.41 3.15
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,200,000.00	05/28/2024 4.53%	2,161,156.25 2,171,927.86	101.52 3.66%	2,233,515.64 249.31	2.08% 61,587.77	Aa1/AA+ AA+	3.50 3.23
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	-- 4.13%	2,042,382.82 2,032,244.37	103.19 3.67%	2,063,828.12 38,709.24	1.92% 31,583.75	Aa1/AA+ AA+	3.58 3.23
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	2,200,000.00	06/13/2024 4.25%	2,224,578.13 2,218,148.75	102.80 3.67%	2,261,703.14 33,270.49	2.11% 43,554.38	Aa1/AA+ AA+	3.67 3.31

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Orange | Account #10888 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/26/2024 3.56%	2,038,515.62 2,030,477.01	101.11 3.69%	2,022,109.38 13,478.26	1.88% (8,367.63)	Aa1/AA+ AA+	3.83 3.50
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	10/30/2024 4.10%	1,915,156.25 1,931,259.74	97.95 3.69%	1,959,062.50 5,352.21	1.83% 27,802.76	Aa1/AA+ AA+	3.92 3.64
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	2,200,000.00	10/30/2024 4.10%	2,177,828.13 2,181,966.06	100.68 3.69%	2,215,039.07 234.20	2.06% 33,073.01	Aa1/AA+ AA+	4.00 3.67
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	2,500,000.00	04/29/2025 3.77%	2,523,535.16 2,521,331.87	101.13 3.70%	2,528,125.00 41,847.83	2.36% 6,793.13	Aa1/AA+ AA+	4.08 3.68
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	2,400,000.00	12/27/2024 4.45%	2,366,062.50 2,371,258.94	101.61 3.70%	2,438,625.00 33,270.49	2.27% 67,366.06	Aa1/AA+ AA+	4.17 3.75
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	2,500,000.00	04/29/2025 3.78%	2,550,488.28 2,546,012.06	102.12 3.72%	2,552,929.70 17,900.82	2.38% 6,917.64	Aa1/AA+ AA+	4.34 3.91
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	-- 4.02%	2,697,195.31 2,697,476.84	101.16 3.71%	2,731,324.21 9,248.62	2.55% 33,847.37	Aa1/AA+ AA+	4.41 4.01
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	2,500,000.00	04/29/2025 3.80%	2,480,664.06 2,482,322.04	99.59 3.72%	2,489,746.10 248.97	2.32% 7,424.06	Aa1/AA+ AA+	4.50 4.11
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	2,700,000.00	05/29/2025 4.03%	2,681,542.97 2,682,817.29	100.63 3.72%	2,717,085.92 43,783.29	2.53% 34,268.64	Aa1/AA+ AA+	4.58 4.10
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	2,600,000.00	-- 3.84%	2,589,183.60 2,589,573.45	100.07 3.73%	2,601,828.11 32,766.39	2.43% 12,254.66	Aa1/AA+ AA+	4.67 4.19
91282CNX5	UNITED STATES TREASURY 3.625 08/31/2030	2,400,000.00	09/29/2025 3.74%	2,387,625.00 2,387,638.77	99.48 3.74%	2,387,625.00 7,450.28	2.23% (13.77)	Aa1/AA+ AA+	4.92 4.45
Total US Treasury		**38,100,000.00**	**3.79%**	**38,023,078.15** **38,045,162.87**	**100.71** **3.70%**	**38,361,500.03** **285,889.42**	**35.76%** **316,337.15**		**3.90** **3.54**
Total Portfolio		**106,875,700.28**	**3.55%**	**106,396,581.71** **106,498,015.94**	**100.18** **3.89%**	**107,286,590.41** **646,814.26**	**100.00%** **788,574.47**		**2.77** **2.35**
Total Market Value + Accrued						**107,933,404.67**			

HOLDINGS REPORT

City of Orange LAIF Balances | Account #10895 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	US DOLLAR	398,907.99	--	398,907.99 398,907.99	1.00 0.00%	398,907.99 0.00	1.52% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**398,907.99**		**398,907.99** **398,907.99**	**1.00** **0.00%**	**398,907.99** **0.00**	**1.52%** **0.00**		**0.00** **0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	25,804,529.72	-- 4.20%	25,804,529.72 25,804,529.72	1.00 4.20%	25,804,529.72 0.00	98.48% 0.00	NA/NA NA	0.00 0.00
Total LAIF		**25,804,529.72**	**4.20%**	**25,804,529.72** **25,804,529.72**	**1.00** **4.20%**	**25,804,529.72** **0.00**	**98.48%** **0.00**		**0.00** **0.00**
Total Portfolio		**26,203,437.71**	**4.20%**	**26,203,437.71** **26,203,437.71**	**1.00** **4.14%**	**26,203,437.71** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**26,203,437.71**			

HOLDINGS REPORT

City of Orange Bank Balances | Account #10896 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
999WEL$14	Wells Fargo	581,083.14	-- 0.00%	581,083.14 581,083.14	1.00 0.00%	581,083.14 0.00	4.81% 0.00	NA/NA NA	0.00 0.00
999WEL$15	Wells Fargo	11,037,498.60	-- 0.00%	11,037,498.60 11,037,498.60	1.00 0.00%	11,037,498.60 0.00	91.29% 0.00	NA/NA NA	0.00 0.00
999WEL$12	Wells Fargo General	472,291.00	-- 4.02%	472,291.00 472,291.00	1.00 4.02%	472,291.00 0.00	3.91% 0.00	NA/NA NA	0.00 0.00
Total Cash		**12,090,872.74**	**0.16%**	**12,090,872.74** **12,090,872.74**	**1.00** **0.16%**	**12,090,872.74** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Portfolio		**12,090,872.74**	**0.16%**	**12,090,872.74** **12,090,872.74**	**1.00** **0.16%**	**12,090,872.74** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**12,090,872.74**			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

City of Orange | Account #10888|07/01/2025 Through 09/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/31/2025	91282CHF1	1,300,000.00	UNITED STATES TREASURY 3.75 05/31/2030	99.117	3.95%	(1,288,523.44)	(8,125.00)	(1,296,648.44)	0.00
Purchase	08/27/2025	91282CHF1	1,300,000.00	UNITED STATES TREASURY 3.75 05/31/2030	100.051	3.74%	(1,300,660.16)	(11,721.31)	(1,312,381.47)	0.00
Purchase	09/29/2025	91282CNX5	2,400,000.00	UNITED STATES TREASURY 3.625 08/31/2030	99.484	3.74%	(2,387,625.00)	(6,969.61)	(2,394,594.61)	0.00
Total Purchase			**5,000,000.00**				**(4,976,808.60)**	**(26,815.92)**	**(5,003,624.52)**	**0.00**
TOTAL ACQUISITIONS			**5,000,000.00**				**(4,976,808.60)**	**(26,815.92)**	**(5,003,624.52)**	**0.00**
DISPOSITIONS										
Call Redemption	07/17/2025	61747YET8	(775,000.00)	MORGAN STANLEY 4.679 07/17/2026	100.000	5.76%	775,000.00	0.00	775,000.00	0.00
Total Call Redemption			**(775,000.00)**				**775,000.00**	**0.00**	**775,000.00**	**0.00**
Sale	08/27/2025	91282CGT2	(1,000,000.00)	UNITED STATES TREASURY 3.625 03/31/2028	100.012	3.68%	1,000,117.19	14,757.51	1,014,874.70	1,391.82
Sale	09/29/2025	9128285M8	(2,000,000.00)	UNITED STATES TREASURY 3.125 11/15/2028	98.438	3.86%	1,968,750.00	23,267.66	1,992,017.66	10,368.45
Total Sale			**(3,000,000.00)**				**2,968,867.19**	**38,025.17**	**3,006,892.36**	**11,760.27**
TOTAL DISPOSITIONS			**(3,775,000.00)**				**3,743,867.19**	**38,025.17**	**3,781,892.36**	**11,760.27**

TRANSACTION LEDGER

City of Orange LAIF Balances | Account #10895|07/01/2025 Through 09/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	07/31/2025	90LAIF$00	(9,535,570.47)	Local Agency Investment Fund State Pool	1.000	4.26%	9,535,570.47	0.00	9,535,570.47	0.00
Sale	08/31/2025	90LAIF$00	(5,000,000.00)	Local Agency Investment Fund State Pool	1.000	4.25%	5,000,000.00	0.00	5,000,000.00	0.00
Sale	09/30/2025	90LAIF$00	(5,000,000.00)	Local Agency Investment Fund State Pool	1.000	4.20%	5,000,000.00	0.00	5,000,000.00	0.00
Total Sale			**(19,535,570.47)**				**19,535,570.47**	**0.00**	**19,535,570.47**	**0.00**
TOTAL DISPOSITIONS			**(19,535,570.47)**				**19,535,570.47**	**0.00**	**19,535,570.47**	**0.00**

IMPORTANT DISCLOSURES

2025 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK DISCLOSURES

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

Agenda Item

Orange City Council

Item #: 11.1. 12/9/2025 **File #:** 25-0655

TO: **Honorable Mayor and Members of the City Council**

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Introduction and First Reading of Ordinance No. 20-25 amending various sections of Chapter 3.08 of the Orange Municipal Code relating to the City's purchasing system.

2. SUMMARY

Orange Municipal Code Chapter 3.08 governs the City's purchasing system and processes. Much of Chapter 3.08 was last amended in 1999, including the varying purchasing thresholds. With costs increasing significantly over the past 25 years, Ordinance No. 20-25 modernizes the City's purchasing system by increasing select purchasing thresholds.

3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 20-25. An Ordinance of the City Council of the City of Orange amending various sections of Orange Municipal Code Chapter 3.08.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

Orange Municipal Code Chapter 3.08 governs the City's purchasing system and covers several procurement matters including, but not limited to:

- The establishment of a centralized purchasing division.
- Addresses conflict of interest matters.
- Processes to enter professional services agreements.
- The process to purchase materials, supplies, and equipment.
- The procurement process for Public Works projects.
- Bidding procedures; and
- Purchasing processes during emergencies.

With some exceptions, Chapter 3.08 provisions were adopted in July 1999. While the language in

many of these sections is still relevant, the amount thresholds listed in Chapter 3.08 are relatively low given the City's size and scope of services coupled with substantial cost increases since 1999. In drawing from Bureau of Labor Statistics' reported Consumer Price Index since September 1999 for All Urban Consumers in the Los Angeles-Long Beach-Anaheim area (CPI), prices have more than doubled. Additionally, the California Construction Cost Index shows that construction costs have increased by 26% since November 2021.

Like other municipalities, the City's purchasing system accomplishes two overarching goals. First, it ensures transparency and integrity in the City's procurement process. This is achieved through conflict-of-interest provisions, public bidding requirements, ensuring oversight through a centralized purchasing division, and requiring City Council approval for qualifying purchases or contracts. Second, the City's purchasing system promotes efficiency, in part, by allowing City staff to administratively approve certain purchases and contracts that fall below specific dollar amounts.

In addressing the latter point, the City has not revisited many Chapter 3.08-dollar amount thresholds in over 20 years. With goods and services substantially more than they were in 1999, staff must often follow more arduous purchasing requirements on routine operating expenditures.

To streamline operations and better align the City's purchasing system with surrounding agencies, staff recommend the adoption of Ordinance No. 20-25. This Ordinance adds language addressing 1) vendor limits on a per department and fiscal year basis; 2) standard language that prohibits staff from splitting projects to circumvent the City's purchasing requirements; 3) new purchasing procedures during emergencies; and 4) increases to the existing dollar amount thresholds, including:

- Increasing the requirement for written purchase orders from $5,000 to $15,000.
- Allowing informal bid procedures for materials, supplies, and equipment with a value of less than $100,000; and
- Increasing the City Manager signing authority from $30,000 to $100,000.

Regarding the last bullet point, increasing the City Manager signing authority establishes a cap that is more than triple the existing amount. Although a considerable adjustment, it reflects the substantial cost increases that have occurred over the past 25 years and generally places Orange on par with other agencies with populations exceeding 100,000.

Recognizing this increase would create a large gap between the proposed City Manager signing authority and other thresholds, staff went through and made conservative increases relative to the potential City Manager signing authority. Where the proposed City Manager signing authority is more than triple the existing amount, all other recommendations represent a threefold increase (e.g., increasing the written purchase order threshold from $5,000 to $15,000).

Overall, by increasing the existing dollar amount thresholds, the City can bring Orange in line with other similarly situated cities while affording staff the opportunity to more swiftly maintain City operations. All purchases will continue to be open to public disclosure, which will become even more accessible with the City's launch of its Open Finance dashboard in 2026.

7. ATTACHMENTS

- Ordinance No. 20-25
- Ordinance No. 20-25 - Redline

Agenda Item

Orange City Council

Item #: 11.1. 12/9/2025 **File #:** 25-0655

TO: **Honorable Mayor and Members of the City Council**

FROM: **Jarad Hildenbrand, City Manager**

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3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 20-25. An Ordinance of the City Council of the City of Orange amending various sections of Orange Municipal Code Chapter 3.08.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

Orange Municipal Code Chapter 3.08 governs the City's purchasing system and covers several procurement matters including, but not limited to:

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7. ATTACHMENTS

- Ordinance No. 20-25
- Ordinance No. 20-25 - Redline

ORDINANCE NO. 20-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING VARIOUS SECTIONS OF ORANGE MUNICIPAL CODE CHAPTER 3.08.

WHEREAS, Chapter 3.08 of the Orange Municipal Code sets forth the City's procedures for the purchase of materials, supplies and equipment, professional services, and the selection of contractors to perform public projects, and

WHEREAS, the purpose of this ordinance is to amend various sections of Chapter 3.08 setting vendor limits on a per fiscal year basis, clarifying the prohibition against splitting projects, increasing and establishing the City Manager's signing and acceptance of funds authority, as well as increasing all other dollar amount thresholds as detailed in Chapter 3.08.

NOW, THEREFORE, the City Council of the City of Orange does ordain as follows:

SECTION I:

The subject Ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) because it is not a "project" as defined in Guideline 15378.

SECTION II:

Section 3.08.065 of the Orange Municipal Code, "Purchasing System – General – Vendor Limits Per Fiscal Year," is hereby added to read as follows:

3.08.065 General – Vendor Limits Per Fiscal Year.

All dollar amount thresholds provided for in this Chapter shall be defined as the financial value of procurements made to a respective vendor in a single fiscal year calculated on a per department basis. Multiple agreements from various departments to a single vendor for distinct scope of services may exceed the dollar amount thresholds detailed in this Chapter without triggering additional citywide aggregation requirements. However, in no instance shall one department exceed the dollar amount thresholds unless it first follows the procedures and approvals provided for in this Chapter. For purposes of this section, "financial value" means the total amount encumbered or contracted by a department to a vendor during a single fiscal year.

SECTION III:

Section 3.08.075 of the Orange Municipal Code, "Purchasing System – General – Prohibition against splitting projects.," is hereby added to read as follows:

3.08.075 General – Prohibition against splitting projects.

A. It shall be unlawful to split into smaller work orders or projects any contract for supplies, equipment, or services for the purpose of circumventing or evading the requirements of this ordinance.

B. It shall be unlawful to split or separate into smaller work orders or projects any public project for the purpose of circumventing or evading the requirements of this chapter or the Uniform Public Construction Cost Accounting Act.

SECTION IV:

Section 3.08.080 of the Orange Municipal Code, "Purchasing System – General – Purchase Orders.," is hereby amended to read as follows:

3.08.080 General – Purchase Orders.

The procurement of all materials, supplies or equipment, public projects and professional services of $15,000.00 or more per fiscal year shall be made only by written purchase orders issued by the Purchasing Officer and any other contractual document deemed necessary and appropriate by the Purchasing Officer and the City Attorney. Except as otherwise provided herein, no purchase order shall be issued unless the prior approval of the Purchasing Officer, or his or her designated representative, has first been obtained. Supplies, equipment, public projects and professional services of less than $15,000.00 in any one transaction shall be made using simplified and cost-effective operational procedures and forms approved by the Purchasing Officer without the use of formal or informal bid procedures and do not require a written purchase order.

SECTION V:

Section 3.08.085 of the Orange Municipal Code, "Purchasing System – General – Prohibition against splitting projects.," is hereby added to read as follows:

3.08.085 General – Appropriation of Awarded Grant Funds.

Unless otherwise provided for in the specific grant program or application, the City Manager may formerly accept and appropriate awarded grant funds not exceeding $100,000.00 so long that the matching funds associated with the grant, when applicable, are budgeted and do not exceed $100,000.00. Any awarded grant funds exceeding $100,000.00 or where matching funds associated with grant exceed $100,000.00 or are not budgeted, shall be approved and appropriated by the City Council.

SECTION VI:

Section 3.08.120 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – General Bid Limits.," is hereby amended to read as follows:

3.08.120 Materials, Supplies and Equipment – General Bid Limits.

The purchasing of materials, supplies and equipment shall be entered into pursuant to either formal or informal bid procedures as hereinafter prescribed. All solicitation of bids shall be unrestricted and competitive except as otherwise provided.

A. The purchase of materials, supplies and equipment of estimated value of less than $100,000.00 per fiscal year shall be made pursuant to the informal bid procedure prescribed in Sections **3.08.140** through **3.08.170** below.

B. The purchase of materials, supplies and equipment of $100,000.00 or more per fiscal year shall be made pursuant to the formal bid procedure prescribed in Sections **3.08.180** through **3.08.280**, and shall require the approval of the City Council.

SECTION VII:

Section 3.08.140 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – Informal Bids.," is hereby amended to read as follows:

3.08.140 Materials, Supplies and Equipment—Informal Bids.

The purchase of materials, supplies and equipment with an estimated value of less than $100,000.00 may be made by the Purchasing Officer in accordance with the informal bid procedure prescribed in Sections **3.08.150** through **3.08.170** of this chapter.

SECTION VIII:

Section 3.08.180 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – Formal Bid Procedure.," is hereby amended to read as follows:

3.08.180 Materials, Supplies and Equipment—Formal Bid Procedure.

Except as otherwise provided in Section **3.08.290** below, the purchase of materials, supplies or equipment of an estimated value of $100,000.00 or more shall be awarded to the lowest responsible bidder in accordance with the formal bid procedure prescribed in Sections **3.08.190** through **3.08.280** below

SECTION IX:

Section 3.08.290 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – Exceptions to Competitive Bidding Requirements.," is hereby amended to read as follows:

3.08.290 Materials, Supplies and Equipment—Exceptions to Competitive Bidding Requirements.

Notwithstanding any provision of this chapter to the contrary, the competitive bidding procedures and requirements for the purchase of materials, supplies or equipment may be dispensed with and the Purchasing Officer shall have the authority (except as otherwise provided herein below) to hire or purchase whenever:

A. Any agreement involving the acquisition of materials, supplies or equipment is to be entered into with another governmental entity through cooperative purchasing provisions;

B. The purchase amount is less than $30,000.00 per fiscal year;

C. The using department head and the Purchasing Officer, with the approval of the City Manager, certify in writing that the materials, supplies or equipment is offered by only one vendor (sole source), or when only one vendor is able to supply a commodity within the time frame and/or under the terms and conditions which reasonably meet the needs of the using City department for purchases in excess of $30,000.00 in value but less than $100,000.00 in value per fiscal year;

D. The using department head and the Purchasing Officer, with the approval of the City Manager, certify in writing to the City Council that the materials, supplies or equipment is offered by only one vendor (sole source), or when only one vendor is able to supply a commodity within the time frame and/or under the terms and conditions which reasonably meet the needs of the using City department, for purchases of $100,000.00 or more per fiscal year and the City Council approves such purchase;

E. Public Project Emergencies (Public Contract Code section 22050).

Emergency contracting for public projects shall comply with Public Contract Code section 22050. The City Council may declare a public project emergency when the public interest and necessity demand immediate action to safeguard life, health, or property. In such cases, the City Manager is authorized to take immediate action and to procure necessary equipment, services, or supplies without competitive bidding. The City Manager shall report the emergency action to the City Council at its next regularly scheduled meeting, and the City Council shall review the need for continued emergency action at each such meeting until the emergency is terminated.

F. Administrative Emergencies (Non–Public Projects).

An administrative emergency exists when a sudden and unforeseen event creates an immediate need for materials, supplies, or equipment to protect life, health, property, or essential city operations, and the use of standard bidding procedures would cause unacceptable delay. In such circumstances, a department head may, with approval of the Purchasing Officer, procure the necessary materials, supplies, or equipment in an amount not to exceed $30,000. Procurements exceeding $30,000 shall require approval of the Purchasing Officer and the City Manager. All administrative emergency purchases shall be documented with a written statement describing the nature of the emergency, justification for the procurement, vendors contacted (if any), and associated costs.

SECTION X:

Section 3.08.320 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – Approvals.," is hereby amended to read as follows:

3.08.320 Materials, Supplies and Equipment—Approvals.

All purchases of materials, supplies and equipment with a value of less than $100,000.00 per fiscal year shall have the prior approval of, and be executed by, the Finance Director and/or the Purchasing Officer. All purchases of materials, supplies and equipment with a value of $100,000.00 per fiscal year or more shall require the approval of the City Council.

SECTION XI:

Section 3.08.410 of the Orange Municipal Code, "Purchasing System – Professional Services – Limits and Approvals.," is hereby amended to read as follows:

3.08.410 Professional Services – Limits and Approvals.

A. Professional services of less than $15,000.00 per fiscal year require the approval of the initiating department head, shall be processed using operational procedures and forms approved by the Purchasing Officer and do not require a written purchase order.

B. Professional services with a value in excess of $15,000.00 but not more than $100,000.00 per fiscal year require the approval of the initiating department head and shall be made by written contract executed by the City Manager and approved as to form by the City Attorney.

C. Professional services with a value in excess of $100,000.00 per fiscal year require the approval of the City Council and shall be made by written contract executed by the Mayor and approved as to form by the City Attorney.

SECTION XII:

Section 3.08.420 of the Orange Municipal Code, "Purchasing System – Professional Services – Procedures.," is hereby amended to read as follows:

3.08.420 Professional Services—Procedures.

Due to the nature of professional services, the competitive bidding procedures and requirements of this chapter shall not be required for the retention of such services; provided, however, that the City department primarily responsible for the project for which professional services are required shall request a formal or informal written proposal from not less than three available and qualified consultants, whenever practicable. Where three consultants cannot be found which could provide the required service or where it is not practicable to obtain proposals from at least three available and qualified consultants, the initiating department head may then select from the available and qualified applicant consultants. Selections based on less than three firms must be documented with

the names and addresses of consultants contacted by the City department primarily responsible for the project and the reasons why the provisions of this section could not be met. This documentation shall be maintained in the contract file of the City department primarily responsible for the project. The proposals received are to be evaluated on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at fair and reasonable prices to the City. Unless otherwise required by state and federal law, the requirement for the obtainment of formal or informal written proposals from not less than three consultants and the selection procedures set forth in this chapter for the furnishing of professional services may be dispensed with where: (1) the City seeks to retain specially trained and experienced persons or firms which are in the business of rendering unique and/or specialized services and/or advice on financial, economic, accounting, engineering, legal, administrative matters, architectural design, environmental planning and/or analysis, public relations, insurance, medical or other specialized matters; and (2) the value of such services is not more than $100,000.00 per fiscal year. The City Council may, by resolution, prescribe procedures, rules and regulations governing the solicitation, selection and award of proposals or bids for the furnishing of such special services.

SECTION XIII:

Section 3.08.430 of the Orange Municipal Code, "Purchasing System – Professional Services – Authority of City Manager to Approve Increases in Contract Amounts.," is hereby amended to read as follows:

3.08.430 Professional Services—Authority of City Manager to Approve Increases in Contract Amounts.

Unless the contract for professional services provides otherwise, the City Manager may approve dollar increases in professional services agreements that have been approved by the City Council. The City Manager may approve an increase up to the greater of $30,000.00 or 10% of the original contract amount, but not to exceed a total increase of $100,000.00.

SECTION XIV:

Section 3.08.450 of the Orange Municipal Code, "Purchasing System – Professional Services – Selection of Private Architects, Engineers, Land Surveyors, Environmental, or Construction Project Management Services Firms.," is hereby amended to read as follows:

3.08.450 Professional Services—Selection of Private Architects, Engineers, Land Surveyors, Environmental, or Construction Project Management Services Firms.

A. For all contracts for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms (as those terms are defined in Section **4525** of the Government Code of the State of California, as the same may be amended from time to time) with an estimated value of less than $100,000.00, the City department primarily responsible for the project for which such professional services are required shall select firms based on their ability to perform the

specific functions outlined in the solicitation for proposals or bids, including, but not limited to, such factors as:

1. Overall professional experience, reliability, and continuity of the firm as related to the tasks described in the solicitation for proposals or bids;

2. Professional experience of the firm in executing contracts of a similar nature;

3. Adequacy of personnel numbers within specific disciplines required to complete the work required by the solicitation for proposals or bids;

4. Experience and training of key personnel as related to the work described in the solicitation for proposals or bids;

5. Adequacy of number of principal(s) which are intended to be assigned to the contract;

6. Knowledge of applicable regulations and technology associated with the contract;

7. Quality and timeliness of recently completed or nearly completed projects which were similar to the work described in the solicitation for proposals or bids;

8. Specialized qualifications for the services to be performed.

Any individual or firm proposing to provide construction project management services shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.
Such factors shall be weighed by the City department primarily responsible for the project according to the nature of the contract, the needs of the City and complexity and special requirements of the specific contract for which the services will be provided.

B. The City department primarily responsible for the project shall request a detailed fee proposal from the best qualified firm and shall attempt to negotiate a contract with the best qualified firm. Should the City department primarily responsible for the project be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at fair and reasonable compensation, negotiations with that firm shall be terminated. The City department primarily responsible for the project shall then undertake negotiations with the second most qualified firm. Failing accord, negotiations shall be terminated. The City department primarily responsible for the project shall then undertake negotiations with the third most qualified firm. Failing accord, negotiations shall be terminated. Should the City department primarily responsible for the project be unable to negotiate a satisfactory contract with any of the selected firms, the City department primarily responsible for the project may select additional firms in the manner prescribed above and continue the negotiation procedure until an agreement is reached.

This section shall not apply for contracts for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms with an estimated value of $100,000.00 or more, which contracts must be approved by the City Council. Contracting for said professional services will be done in accordance with the procedures prescribed in Sections **3.08.420** and **3.08.440** above; provided that, in addition to an evaluation on the basis of fair and reasonable prices to the City for the services to be rendered, the factors set forth in subsection A of this section may be used to evaluate the competence and professional qualifications of any individual or firm proposing to provide said services.

SECTION XV:

Section 3.08.520 of the Orange Municipal Code, "Purchasing System – Public Projects—Informal Bidding Procedures.," is hereby amended to read as follows:

3.08.520 Public Projects—Informal Bidding Procedures.

Pursuant to the Uniform Public Construction Cost Accounting Act as adopted by the City (Public Contract Code Section **22000** et seq.), the following shall govern the selection of contractors when a public project which is anticipated to fall within the monetary limits on informal bids described in Section **3.08.500(C)** of this chapter is to be performed:

A. The City shall prepare a notice of the opportunity to bid which describes the project in general terms, states the time and place for the submission of bids and describes how to obtain more detailed information about the project.

B. The City shall provide the notice to all contractors for the category of the work to be bid, as shown on the list of contractors developed and maintained by the Department of Public Works in accordance with criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission ("Commission").

C. The City may also provide the notice to all construction trade journals specified by the Commission for the County of Orange. Additional contractors and/or construction trade journals may also be notified at the discretion of the Director of Public Works; provided, however: (1) if the City has not prepared a list of qualified contractors for the particular category of work to be performed, the notice inviting bids shall be provided only to the construction trade journals specified by the Commission; and (2) if the product or service is proprietary in nature such that it can be legally obtained only from a certain contractor(s), the notice inviting informal bids may be provided exclusively to such contractor(s).

D. All notices to contractors and construction trade journals pursuant to this section shall be provided not less than 10 calendar days before bids are due.

E. The City Manager shall have the authority to award informal contracts pursuant to this section with a value of $100,000.00 or less pursuant to the findings and recommendations presented by the Director of Public Works. Such contracts shall have the prior approval of,

and be executed by, the City Manager and shall be approved as to form by the City Attorney. All contracts with a value in excess of $100,000.00 to be awarded pursuant to this section shall require the approval of the City Council and shall be executed by the Mayor and approved as to form by the City Attorney. Unless the agreement provides otherwise, the City Manager may approve dollar increases to contracts that have been approved by the City Council. The extent of the City Manager's authority to approve such increases shall be in the amount of $30,000.00 or 10%, whichever is greater. However, in no event may the City Manager approve an increase of more than $100,000.00.

F. If all informal bids received exceed that amount set forth in Public Contract Code Section **22032(b)**, or as it may be amended from time to time, and the City Council determines that the cost estimate was reasonable, the City Council may award the contract to the lowest responsible bidder at up to that additional amount set forth in Public Contract Code Section **22034(d)**, or as it may be amended from time to time, by resolution approved by the vote of the whole City Council as required by Section 22034(d). Such contracts shall be executed by the Mayor and approved as to form by the City Attorney. Otherwise, such work shall be awarded to the lowest responsible bidder pursuant to the formal bid procedures prescribed in Sections **3.08.530** through **3.08.570** of this chapter.

SECTION XVI:

Section 3.08.560 of the Orange Municipal Code, "Purchasing System – Public Projects—Award of Formal Bid Contracts.," is hereby amended to read as follows:

3.08.560 Public Projects—Award of Formal Bid Contracts.

All contracts for public work with a value greater than that amount set forth in Public Contract Code Section **22032(c)**, or as it may be amended from time to time, shall require the approval of the City Council and shall be executed by the Mayor and approved as to form by the City Attorney. Unless the agreement provides otherwise, the City Manager may approve dollar increases to contracts that have been approved by the City Council. The extent of the City Manager's authority to approve such increases shall be in the amount of $30,000.00 or 10%, whichever is greater. However, in no event may the City Manager approve an increase of more than $100,000.00. If a contract is awarded, it shall be awarded by the City Council to the lowest responsible bidder. The determination of the "lowest responsible bidder" shall be at the discretion of the City Council pursuant to the findings and recommendations presented by the Director of Public Works at the time of award of contract. In determining the lowest responsible bidder, the following shall be considered by the City Council, in addition to price:

A. The ability, capacity and skill of the bidder to perform the contract or provide the services required;

B. Whether the bidder can perform the contract or provide the services promptly, or within the time specified, without delay or interference;

C. The sufficiency of the bidder's financial resources to perform the contract or provide the service;

D. The ability of the bidder to provide future maintenance and services where such maintenance and service is essential;

E. The quality and timeliness of the bidder's performance on previous contracts for the City;

F. Litigation by the bidder on previous contracts with the City;

G. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

H. The bidder is licensed under the Contractors' State License Law (commencing with Section **7000** of the Business and Professions Code of the State of California, as the same may be amended from time to time) to perform the work for which it submitted a bid proposal.

SECTION XVII:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION XVIII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this _____ day of _____, 2025.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the _____ day of _____, 2025, and thereafter at the regular meeting of said City Council duly held on the _____ day of _____, 2025 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 20-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING ~~SECTIONS 3.08.080, 3.08.120, 3.08.140, 3.08.180, 3.08.290, 3.08.320, 3.08.410, 3.08.420, 3.08.430, AND 3.08.560 OF THE ORANGE MUNICIPAL CODE TO UPDATE THE CITY'S PURCHASING SYSTEM~~VARIOUS SECTIONS OF ORANGE MUNICIPAL CODE CHAPTER 3.08.

WHEREAS, Chapter 3.08 of the Orange Municipal Code sets forth the City's procedures for the purchase of materials, supplies and equipment, professional services, and the selection of contractors to perform public projects, and

WHEREAS, the purpose of this ordinance is to amend various sections of Chapter 3.08 setting vendor limits on a per fiscal year basis, clarifying the prohibition against splitting projects, increas~~e~~ing and establishing the City Manager's signing and acceptance of funds authority, as well as increasing all other dollar amount thresholds as detailed in Chapter 3.08 ~~as well as the thresholds for the use of purchase orders in connection with the procurement of materials, supplies and equipment, public projects, and professional services~~.

NOW, THEREFORE, the City Council of the City of Orange does ordain as follows:

SECTION I:

The subject Ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) because it is not a "project" as defined in Guideline 15378.

SECTION II:

Section 3.08.065 of the Orange Municipal Code, "Purchasing System – General – Vendor Limits Per Fiscal Year," is hereby added to read as follows:

3.08.065 General – Vendor Limits Per Fiscal Year.

All dollar amount thresholds provided for in this Chapter shall be defined as the financial value of procurements made to a respective vendor in a single fiscal year calculated on a per department basis. Multiple agreements from various departments to a single vendor for distinct scope of services may exceed the dollar amount thresholds detailed in this Chapter without triggering additional citywide aggregation requirements. However, in no instance shall one department exceed the dollar amount thresholds unless it first follows the procedures and approvals provided for in this Chapter. For purposes of this section, "financial value" means the total amount encumbered or contracted by a department to a vendor during a single fiscal year.

SECTION III:

Section 3.08.075 of the Orange Municipal Code, "Purchasing System – General – Prohibition against splitting projects.," is hereby added to read as follows:

3.08.075 General – Prohibition against splitting projects.

A. It shall be unlawful to split into smaller work orders or projects any contract for supplies, equipment, or services for the purpose of circumventing or evading the requirements of this ordinance.

B. It shall be unlawful to split or separate into smaller work orders or projects any public project for the purpose of circumventing or evading the requirements of this chapter or the Uniform Public Construction Cost Accounting Act.

SECTION IV:

Section 3.08.080 of the Orange Municipal Code, "Purchasing System – General – Purchase Orders.," is hereby amended to read as follows:

3.08.080 General – Purchase Orders.

The procurement of all materials, supplies or equipment, public projects and professional services of ~~$5,000.00~~ $15,000.00 or more per fiscal year shall be made only by written purchase orders issued by the Purchasing Officer and any other contractual document deemed necessary and appropriate by the Purchasing Officer and the City Attorney. Except as otherwise provided herein, no purchase order shall be issued unless the prior approval of the Purchasing Officer, or his or her designated representative, has first been obtained. Supplies, equipment, public projects and professional services of less than ~~$5,000.00~~ $15,000.00 in any one transaction shall be made using simplified and cost-effective operational procedures and forms approved by the Purchasing Officer without the use of formal or informal bid procedures and do not require a written purchase order.

SECTION V:

Section 3.08.085 of the Orange Municipal Code, "Purchasing System – General – Prohibition against splitting projects.," is hereby added to read as follows:

3.08.085 General – Appropriation of Awarded Grant Funds.

Unless otherwise provided for in the specific grant program or application, the City Manager may formerly accept and appropriate awarded grant funds not exceeding $100,000.00 so long that the matching funds associated with the grant, when applicable, are budgeted and do not exceed $100,000.00. Any awarded grant funds exceeding $100,000.00 or where matching funds associated with grant exceed $100,000.00 or are not budgeted, shall be approved and appropriated by the City Council.

SECTION VI:

Section 3.08.120 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – General Bid Limits.," is hereby amended to read as follows:

3.08.120 Materials, Supplies and Equipment – General Bid Limits.

The purchasing of materials, supplies and equipment shall be entered into pursuant to either formal or informal bid procedures as hereinafter prescribed. All solicitation of bids shall be unrestricted and competitive except as otherwise provided.

A. The purchase of materials, supplies and equipment of estimated value of less than ~~$30,000.00~~$100,000.00 per fiscal year shall be made pursuant to the informal bid procedure prescribed in Sections **3.08.140** through **3.08.170** below.

B. The purchase of materials, supplies and equipment of ~~$30,000.00~~$100,000.00 or more per fiscal year shall be made pursuant to the formal bid procedure prescribed in Sections **3.08.180** through **3.08.280**, and shall require the approval of the City Council.

SECTION VII:

Section 3.08.140 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – Informal Bids.," is hereby amended to read as follows:

3.08.140 Materials, Supplies and Equipment—Informal Bids.

The purchase of materials, supplies and equipment with an estimated value of less than ~~$30,000.00~~ $100,000.00 may be made by the Purchasing Officer in accordance with the informal bid procedure prescribed in Sections **3.08.150** through **3.08.170** of this chapter.

SECTION VIII:

Section 3.08.180 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – Formal Bid Procedure.," is hereby amended to read as follows:

3.08.180 Materials, Supplies and Equipment—Formal Bid Procedure.

Except as otherwise provided in Section **3.08.290** below, the purchase of materials, supplies or equipment of an estimated value of ~~$30,000.00~~ $100,000.00 or more shall be awarded to the lowest responsible bidder in accordance with the formal bid procedure prescribed in Sections **3.08.190** through **3.08.280** below

SECTION IX:

Section 3.08.290 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – Exceptions to Competitive Bidding Requirements.," is hereby amended to read as follows:

3.08.290 Materials, Supplies and Equipment—Exceptions to Competitive Bidding Requirements.

Notwithstanding any provision of this chapter to the contrary, the competitive bidding procedures and requirements for the purchase of materials, supplies or equipment may be dispensed with and the Purchasing Officer shall have the authority (except as otherwise provided herein below) to hire or purchase whenever:

A. Any agreement involving the acquisition of materials, supplies or equipment is to be entered into with another governmental entity through cooperative purchasing provisions;

B. The purchase amount is less than ~~$10,000.00~~ $30,000.00 per fiscal year;

C. The using department head and the Purchasing Officer, with the approval of the City Manager, certify in writing that the materials, supplies or equipment is offered by only one vendor (sole source), or when only one vendor is able to supply a commodity within the time frame and/or under the terms and conditions which reasonably meet the needs of the using City department for purchases in excess of ~~$10,000.00~~ $30,000.00 in value but less than ~~$30,000.00~~ $100,000.00 in value per fiscal year;

D. The using department head and the Purchasing Officer, with the approval of the City Manager, certify in writing to the City Council that the materials, supplies or equipment is offered by only one vendor (sole source), or when only one vendor is able to supply a commodity within the time frame and/or under the terms and conditions which reasonably meet the needs of the using City department, for purchases of ~~$30,000.00~~ $100,000.00 or more per fiscal year and the City Council approves such purchase;

E. ~~An emergency exists, in which event the head of any department may, with the approval of the Purchasing Officer, hire or purchase directly any materials, supplies or equipment, as needed; provided that such purchases shall not exceed the estimated value of $10,000.00. The purchase of materials, supplies or equipment in excess of $10,000.00 must be approved by the Purchasing Officer and the City Manager. All emergency purchases which would otherwise require formal bidding procedures shall be submitted to the City Council by the City Manager at the next regular Council meeting for ratification.~~

Public Project Emergencies (Public Contract Code section 22050).

Emergency contracting for public projects shall comply with Public Contract Code section 22050. The City Council may declare a public project emergency when the public interest and necessity demand immediate action to safeguard life, health, or property. In such cases, the City Manager is authorized to take immediate action and to procure necessary equipment, services, or supplies without competitive bidding. The City Manager shall report the emergency action to the City Council at its next regularly scheduled meeting, and the City Council shall review the need for continued emergency action at each such meeting until the emergency is terminated.

F. Administrative Emergencies (Non–Public Projects).

An administrative emergency exists when a sudden and unforeseen event creates an immediate need for materials, supplies, or equipment to protect life, health, property, or essential city operations, and the use of standard bidding procedures would cause unacceptable delay. In such circumstances, a department head may, with approval of the Purchasing Officer, procure the necessary materials, supplies, or equipment in an amount not to exceed $30,000. Procurements exceeding $30,000 shall require approval of the Purchasing Officer and the City Manager. All administrative emergency purchases shall be documented with a written statement describing the nature of the emergency, justification for the procurement, vendors contacted (if any), and associated costs.

SECTION X:

Section 3.08.320 of the Orange Municipal Code, "Purchasing System – Materials, Supplies and Equipment – Approvals.," is hereby amended to read as follows:

3.08.320 Materials, Supplies and Equipment—Approvals.

All purchases of materials, supplies and equipment with a value of less than ~~$30,000.00~~ $100,000.00 per fiscal year shall have the prior approval of, and be executed by, the Finance Director and/or the Purchasing Officer. All purchases of materials, supplies and equipment with a value of ~~$30,000.00~~ $100,000.00 per fiscal year or more shall require the approval of the City Council.

SECTION XI:

Section 3.08.410 of the Orange Municipal Code, "Purchasing System – Professional Services – Limits and Approvals.," is hereby amended to read as follows:

3.08.410 Professional Services – Limits and Approvals.

A. Professional services of less than ~~$5,000.00~~ $15,000.00 per fiscal year require the approval of the initiating department head, shall be processed using operational procedures and forms approved by the Purchasing Officer and do not require a written purchase order.

B. Professional services with a value in excess of ~~$5,000.00~~ $15,000.00 but not more than ~~$30,000.00~~ $100,000.00 per fiscal year require the approval of the initiating department head and shall be made by written contract executed by the City Manager and approved as to form by the City Attorney.

C. Professional services with a value in excess of ~~$30,000.00~~ $100,000.00 per fiscal year require the approval of the City Council and shall be made by written contract executed by the Mayor and approved as to form by the City Attorney.

SECTION XII:

Section 3.08.420 of the Orange Municipal Code, "Purchasing System – Professional Services – Procedures.," is hereby amended to read as follows:

3.08.420 Professional Services—Procedures.

Due to the nature of professional services, the competitive bidding procedures and requirements of this chapter shall not be required for the retention of such services; provided, however, that the City department primarily responsible for the project for which professional services are required shall request a formal or informal written proposal from not less than three available and qualified consultants, whenever practicable. Where three consultants cannot be found which could provide the required service or where it is not practicable to obtain proposals from at least three available and qualified consultants, the initiating department head may then select from the available and qualified applicant consultants. Selections based on less than three firms must be documented with the names and addresses of consultants contacted by the City department primarily responsible for the project and the reasons why the provisions of this section could not be met. This documentation shall be maintained in the contract file of the City department primarily responsible for the project. The proposals received are to be evaluated on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at fair and reasonable prices to the City. Unless otherwise required by state and federal law, the requirement for the obtainment of formal or informal written proposals from not less than three consultants and the selection procedures set forth in this chapter for the furnishing of professional services may be dispensed with where: (1) the City seeks to retain specially trained and experienced persons or firms which are in the business of rendering unique and/or specialized services and/or advice on financial, economic, accounting, engineering, legal, administrative matters, architectural design, environmental planning and/or analysis, public relations, insurance, medical or other specialized matters; and (2) the value of such services is not more than ~~$30,000.00~~ $100,000.00 per fiscal year. The City Council may, by resolution, prescribe procedures, rules and regulations governing the solicitation, selection and award of proposals or bids for the furnishing of such special services.

SECTION XIII:

Section 3.08.430 of the Orange Municipal Code, "Purchasing System – Professional Services – Authority of City Manager to Approve Increases in Contract Amounts.," is hereby amended to read as follows:

3.08.430 Professional Services—Authority of City Manager to Approve Increases in Contract Amounts.

Unless the contract for professional services provides otherwise, the City Manager may approve dollar increases in professional services agreements that have been approved by the City Council. ~~The extent of the City Manager's authority to approve such increases shall be in the amount of $10,000.00 or 10%, whichever is greater. However, in no event may the City Manager approve an increase of more than $30,000.00.~~ The City Manager may approve an increase up to the greater of $30,000 or 10% of the original contract amount, but not to exceed a total increase of $100,000.

SECTION XIV:

Section 3.08.450 of the Orange Municipal Code, "Purchasing System – Professional Services – Selection of Private Architects, Engineers, Land Surveyors, Environmental, or Construction Project Management Services Firms.," is hereby amended to read as follows:

3.08.450 Professional Services—Selection of Private Architects, Engineers, Land Surveyors, Environmental, or Construction Project Management Services Firms.

A. For all contracts for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms (as those terms are defined in Section **4525** of the Government Code of the State of California, as the same may be amended from time to time) with an estimated value of less than ~~$30,000.00~~ $100,000, the City department primarily responsible for the project for which such professional services are required shall select firms based on their ability to perform the specific functions outlined in the solicitation for proposals or bids, including, but not limited to, such factors as:

1. Overall professional experience, reliability, and continuity of the firm as related to the tasks described in the solicitation for proposals or bids;

2. Professional experience of the firm in executing contracts of a similar nature;

3. Adequacy of personnel numbers within specific disciplines required to complete the work required by the solicitation for proposals or bids;

4. Experience and training of key personnel as related to the work described in the solicitation for proposals or bids;

5. Adequacy of number of principal(s) which are intended to be assigned to the contract;

6. Knowledge of applicable regulations and technology associated with the contract;

7. Quality and timeliness of recently completed or nearly completed projects which were similar to the work described in the solicitation for proposals or bids;

8. Specialized qualifications for the services to be performed.

Any individual or firm proposing to provide construction project management services shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.
Such factors shall be weighed by the City department primarily responsible for the project according to the nature of the contract, the needs of the City and complexity and special requirements of the specific contract for which the services will be provided.

B. The City department primarily responsible for the project shall request a detailed fee proposal from the best qualified firm and shall attempt to negotiate a contract with the best qualified firm. Should the City department primarily responsible for the project be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at fair and reasonable compensation, negotiations with that firm shall be terminated. The City department primarily responsible for the project shall then undertake negotiations with the second most qualified firm. Failing accord, negotiations shall be terminated. The City department primarily responsible for the project shall then undertake negotiations with the third most qualified firm. Failing accord, negotiations shall be terminated. Should the City department primarily responsible for the project be unable to negotiate a satisfactory contract with any of the selected firms, the City department primarily responsible for the project may select additional firms in the manner prescribed above and continue the negotiation procedure until an agreement is reached.

This section shall not apply for contracts for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms with an estimated value of ~~$30,000.00~~ $100,000 or more, which contracts must be approved by the City Council. Contracting for said professional services will be done in accordance with the procedures prescribed in Sections **3.08.420** and **3.08.440** above; provided that, in addition to an evaluation on the basis of fair and reasonable prices to the City for the services to be rendered, the factors set forth in subsection A of this section may be used to evaluate the competence and professional qualifications of any individual or firm proposing to provide said services.

SECTION XV:

Section 3.08.520 of the Orange Municipal Code, "Purchasing System – Public Projects—Informal Bidding Procedures.," is hereby amended to read as follows:

3.08.520 Public Projects—Informal Bidding Procedures.

Pursuant to the Uniform Public Construction Cost Accounting Act as adopted by the City (Public Contract Code Section **22000** et seq.), the following shall govern the selection of contractors when a public project which is anticipated to fall within the monetary limits on informal bids described in Section **3.08.500**(C) of this chapter is to be performed:

A. The City shall prepare a notice of the opportunity to bid which describes the project in general terms, states the time and place for the submission of bids and describes how to obtain more detailed information about the project.

B. The City shall provide the notice to all contractors for the category of the work to be bid, as shown on the list of contractors developed and maintained by the Department of Public Works in accordance with criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission ("Commission").

C. The City may also provide the notice to all construction trade journals specified by the Commission for the County of Orange. Additional contractors and/or construction trade

journals may also be notified at the discretion of the Director of Public Works; provided, however: (1) if the City has not prepared a list of qualified contractors for the particular category of work to be performed, the notice inviting bids shall be provided only to the construction trade journals specified by the Commission; and (2) if the product or service is proprietary in nature such that it can be legally obtained only from a certain contractor(s), the notice inviting informal bids may be provided exclusively to such contractor(s).

D. All notices to contractors and construction trade journals pursuant to this section shall be provided not less than 10 calendar days before bids are due.

E. The City Manager shall have the authority to award informal contracts pursuant to this section with a value of ~~$30,000.00~~ $100,000 or less pursuant to the findings and recommendations presented by the Director of Public Works. Such contracts shall have the prior approval of, and be executed by, the City Manager and shall be approved as to form by the City Attorney. All contracts with a value in excess of ~~$30,000.00~~ $100,000 to be awarded pursuant to this section shall require the approval of the City Council and shall be executed by the Mayor and approved as to form by the City Attorney. Unless the agreement provides otherwise, the City Manager may approve dollar increases to contracts that have been approved by the City Council. The extent of the City Manager's authority to approve such increases shall be in the amount of ~~$10,000.00~~$30,000.000 or 10%, whichever is greater. However, in no event may the City Manager approve an increase of more than ~~$30,000.00~~$100,000.00.

F. If all informal bids received exceed that amount set forth in Public Contract Code Section **22032(b)**, or as it may be amended from time to time, and the City Council determines that the cost estimate was reasonable, the City Council may award the contract to the lowest responsible bidder at up to that additional amount set forth in Public Contract Code Section **22034(d)**, or as it may be amended from time to time, by resolution approved by the vote of the whole City Council as required by Section 22034(d). Such contracts shall be executed by the Mayor and approved as to form by the City Attorney. Otherwise, such work shall be awarded to the lowest responsible bidder pursuant to the formal bid procedures prescribed in Sections **3.08.530** through **3.08.570** of this chapter.

SECTION XVI:

Section 3.08.560 of the Orange Municipal Code, "Purchasing System – Public Projects—Award of Formal Bid Contracts.," is hereby amended to read as follows:

3.08.560 Public Projects—Award of Formal Bid Contracts.

All contracts for public work with a value greater than that amount set forth in Public Contract Code Section **22032(c)**, or as it may be amended from time to time, shall require the approval of the City Council and shall be executed by the Mayor and approved as to form by the City Attorney. Unless the agreement provides otherwise, the City Manager may approve dollar increases to contracts that have been approved by the City Council. The extent of the City Manager's authority to approve such increases shall be in the amount of ~~$10,000.00~~ $30,000.00 or 10%, whichever is greater. However, in no event may the City Manager approve an increase of more than ~~$30,000.00~~

$100,000.00. If a contract is awarded, it shall be awarded by the City Council to the lowest responsible bidder. The determination of the "lowest responsible bidder" shall be at the discretion of the City Council pursuant to the findings and recommendations presented by the Director of Public Works at the time of award of contract. In determining the lowest responsible bidder, the following shall be considered by the City Council, in addition to price:

A. The ability, capacity and skill of the bidder to perform the contract or provide the services required;

B. Whether the bidder can perform the contract or provide the services promptly, or within the time specified, without delay or interference;

C. The sufficiency of the bidder's financial resources to perform the contract or provide the service;

D. The ability of the bidder to provide future maintenance and services where such maintenance and service is essential;

E. The quality and timeliness of the bidder's performance on previous contracts for the City;

F. Litigation by the bidder on previous contracts with the City;

G. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

H. The bidder is licensed under the Contractors' State License Law (commencing with Section **7000** of the Business and Professions Code of the State of California, as the same may be amended from time to time) to perform the work for which it submitted a bid proposal.

SECTION XVII:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION XVIII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this _____ day of _____, 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the _____ day of _____, 2025, and thereafter at the regular meeting of said City Council duly held on the _____ day of _____, 2025 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange