AGENDA

Orange City Council
January 13, 2026

Joint Meeting with the Successor Agency to the Orange Redevelopment Agency

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.

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. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)1.
Title: Fire Chief

b. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6.
City Negotiator: Jarad Hildenbrand, City Manager; Cody Kleen, Acting Human Resources Director
Employee Organizations: Top Management, Orange Management Association, Orange Municipal Employees' Association, and International Brotherhood of Electrical Workers (IBEW) Local 47 (Maintenance and Crafts and Water Division), Orange City Firefighters, Orange Fire Management Association, City of Orange Police Association, City of Orange Police Management Association

c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8
Property Location: 171 & 177 North Cypress Street, Orange, CA 92866
APN 039-172-04 and APN 039-172-03
Agency Negotiator: Jarad Hildenbrand, City Manager
Negotiating Parties: Orange Home Grown Foundation, Inc.
Under Negotiation: Price and terms of payment

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

Rabbi Elizer Gurary, Chabad at Chapman University

1.2 PLEDGE OF ALLEGIANCE

Councilmember Jon Dumitru

1.3 ROLL CALL

1.4 PRESENTATIONS/ANNOUNCEMENTS

Introduction of Miss Orange 2026 contestants

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 December 4, 10, and 18, 2025 and payroll check warrants dated December 5 and 19, 2025.

Recommended Action:

Ratify the accompanying registers.

Attachments: Staff Report
December 5 2025 Payroll Warrant Information
December 19 2025 Payroll Warrant Information
December 4, 2025 Warrant Writing Register
December 10, 2025 Warrant Writing Register
December 18, 2025 Warrant Writing Register

3.3. Approval of minutes of the City of Orange City Council Regular Meeting held on December 09, 2025.

Recommended Action:

Approve minutes as presented.

Attachments: Staff Report
December 9, 2025 Regular Meeting minutes

3.4. Agreement with Bucknam Infrastructure Group, Inc for Pavement Management Consulting Services for Fiscal Year 2025-2026 through Fiscal Year 2029-2030.

Recommended Action:

Approve agreement with Bucknam Infrastructure Group, Inc in the amount of $139,067.00 for Pavement Management Consulting Services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Professional Services Agreement

3.5. Agreement with the City of Anaheim for the administration of the 2024 Fiscal Year Urban Areas Security Initiative Grant Program.

Recommended Action:

Approve the agreement with the City of Anaheim for the administration of the 2024 Urban Areas Security Initiative Grant Program; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with the City of Anaheim for the 2024 UASI Grant Program

3.6. Agreement with the State of California Department of Justice to participate in and receive funding from the Tobacco Grant Program from November 21, 2025, through June 30, 2029. Resolution No. 11652.

Recommended Action:

1. Approve agreement with the State of California Department of Justice to participate in and receive funding in the amount of $301,440 for the Tobacco Grant Program and authorize the City Manager to execute on behalf of the City.

2. Adopt Resolution No. 11652. A Resolution of the City Council of the City of Orange accepting funds in the amount of $301,440 from the State of California Department of Justice, Office of Attorney General, Tobacco Grant Program, and authorizing the City Manager or Community Development Director to execute the grant program Memorandum of Understanding and related documents.
3. Authorize the appropriation of $70,253 in grant funds from the State of California Department of Justice into revenue account number 499-6301-43201 - Tobacco Grant.
4. Authorize the appropriation of $70,253 into the following expenditure accounts.
    a. 499-6301-51002 Regular Salaries - Tobacco Grant $41,501
    b. 499-6301-51004 Overtime - Tobacco Grant $19,799
    c. 499-6301-57101 Travel and Conference - Tobacco Grant $5,608
    d. 499-6301-53101 General Office Supplies, and Equipment - Tobacco Grant $3,345

Attachments: Staff Report
Resolution No. 11652
Tobacco Grant Program Memorandum of Understanding

3.7. Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP to provide legal services relating to litigation defense in the matter of Brandon Jacob Hull v. City of Orange, et al.

Recommended Action:

Approve a Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP in the amount of $250,000; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP

3.8. Approval of plans and specifications for Replacement of Rolling Garage Doors at Fire Station 7 and Corporation Yard; authorization to advertise for bids; and finding of California Environmental Quality Act (CEQA) exemption.

Recommended Action:

1. Approve the plans and specifications and authorize advertising for Bid No. 25-26.12, Replacement of Rolling Garage Doors at Fire Station 7 and Corporation Yard (SP-4321)
2. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15301, (Class 1, Existing Facilities).

Attachments: Staff Report

3.9. Appropriation of an amount not to exceed $1,500,000 from the Emergency Transport fund to the California Department of Health Care Services for participation in a one-time Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer Program.

Recommended Action:

Authorize the appropriation from the Emergency Transport Fund (225) for an amount not to exceed $1,500,000 to the California Department of Health Care Services, along with a $150,000 assessment fee to the California Department of Health Care Services for managing the Public Provider Ground Emergency Medical Transportation program, payable in quarterly Intergovernmental Transfers.

Attachments: Staff Report
Attachment 1 DHCS IGT Certification Form for CY 2026
Attachment 2 DHCS CY 2026 Invoice #1
Attachment 3 Assembly Bill 1705 (AB 1705)

3.10. Agreements with C3 Office Solutions, LLC, dba C3 Tech for copier lease and managed print services. (Continued from December 9, 2025)

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 $39,030.24 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

3.11. Approval of temporary street closures for approved special events. Resolution No.11654.

Recommended Action:

1. Adopt Resolution No.11654. A Resolution of the City Council of the City of Orange approving the temporary closure of sections of public streets for approved special events.
2. Approve closure of municipal parking lots and temporary suspension of neighborhood permit parking restrictions for certain events and dates occurring in calendar year 2026.

Attachments:

Staff Report
Attachment 1 Resolution No. 11654
Attachment 2 Map of Municipal Parking Lots
Attachment 3 Map of Permit Parking Area A
Attachment 4 Site Sketch of South Orange Street at Assistance League Building
Attachment 5 2026 Agreement Exhibit B Car Show Area Map
Attachment 6 Letters of Request

SUCCESSOR AGENCY TO THE ORANGE REDEVELOPMENT AGENCY

1. Recognized Obligation Payment Schedule for the fiscal period covering July 1, 2026, through June 30, 2027; and last and final Recognized Obligation Payment Schedule for Fiscal Year 2026-37. Resolution No. SAORA-039 and Resolution No. SAORA-040.

Recommended Action:

1. Adopt Resolution No. SAORA-039. A Resolution of the Governing Board of the Successor Agency to the Orange Redevelopment Agency approving a Recognized Obligation Payment Schedule (ROPS) for the fiscal period covering July 1, 2026, through June 30, 2027, pursuant to Health and Safety Code Section 34177 and taking certain related actions.
2. Direct staff to transmit Fiscal Years 2026-27 ROPS and related Administrative Budgets to the Orange Countywide Oversight Board of the Successor Agency to the Orange Redevelopment Agency.
3. Adopt Resolution No. SAORA-40. A Resolution of the Governing Board of the Successor Agency to the Orange Redevelopment Agency approving the Last and Final Recognized Obligation Payment Schedule for the Fiscal Period from July 1, 2026, through June 30, 2027, subject to submittal to, and review by the Orange Countywide Oversight Board and the State Department of Finance pursuant to Dissolution Law, authorizing the posting and transmittal thereof.
4. Direct staff to transmit Last and Final ROPS to the Orange Countywide Oversight Board of the Successor Agency to the Orange Redevelopment Agency.

Attachments: Staff Report
Resolution No. SAORA-039
Resolution No. SAORA-040

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR SLATER

4.1. Orange Sustainability Group Update

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 CITY MANAGER

8. PUBLIC HEARINGS

8.1. Public Hearing to consider revision of the Master Schedule of Fees and Charges to adopt revised administrative fees as a result of the Cost Allocation Plan and User Fee Study.

Recommended Action:

1. Conduct and close the Public Hearing.
2. Adopt Resolution No.11653. A Resolution of the City Council of the City of Orange amending the Master Schedule of Fees and Charges for various services.

Attachments: Staff Report
Resolution No. 11653

9. ADMINISTRATIVE REPORTS

9.1. Dirt hauling permit for the development of Tract 18163, currently owned by Milan REI X, LLC.

Recommended Action:

Approve the hauling operation, route, and conditions delineated in the staff report; authorize staff to issue a haul permit and approve minor adjustments, including, but not limited to, extending the duration, if necessary.

Attachments: Staff Report
Attachment 1 Vicinity Map
Attachment 2 Memorandum of Understanding between City and Milan
Attachment 3 Scenario 1 Haul Route
Attachment 4 Scenario 2 Haul Route
Attachment 5 Haul Route Traffic Management Plan (TMP) for Tract 18163
Attachment 6 Santa Ana Water Board Comment Letter

9.2. Approval of dedication agreement with Milan REI X, LLC; and acceptance of the dedication of 30.75 acres of open space to the City of Orange from Milan REI X, LLC. Resolution No. 11649.

Recommended Action:

1. Adopt Resolution No. 11649. A Resolution of the City Council of the City of Orange accepting a dedication from Milan REI X, LLC of a 30.75 acres parcel (parcel map no. 2021-187 parcel no. 2) (APNs 370-141-19. 370-041-12, 370-011-08, 370-011-18, 093-280-30, 370-213-01, and 370-011-21) for inclusion in the City's open space reserve.
2. Approve dedication agreement with Milan REI, LLC which dedicates 30.75 acres of land to the City to be used for open space purposes; and authorize the Mayor and City Clerk to execute on behalf of the City.
3. Authorize the City Manager to approve additional agreements and/or easements

related to this dedication.

Attachments: Staff Report
Attachment 1 Resolution No. 11649
Attachment 2 Extracted pages from Parcel Map 2021-187
Attachment 3 Exhibit D1A
Attachment 4 Exhibit D1B
Attachment 5 LD 11003 - Storm Drain Easement
Attachment 6 LD 11004 - Temp Construction Access Easement
Attachment 7 LD 11007 - Parcel 2 Permanent Access
Attachment 8 Dedication Agreement with Milan REI X

9.3. Approval of speed cushion installation on Maple Avenue between Main Street and Batavia Street.

Recommended Action:

1. Approve the installation of speed cushions on Maple Avenue between Main Street and Batavia Street.
2. Direct staff to conduct a before-and-after study as part of a pilot program.

Attachments: Staff Report
Attachment 1 Area Map
Attachment 2 Tentative Speed Cushion Location Map
Attachment 3 Speed Cushion Information Sheet
Attachment 4 Draft December 10, 2025, Traffic Commission Meeting Minutes
Attachment 5 Traffic Commission Staff Report dated December 10, 2025
Attachment 6 Notification Letter

9.4. Authorize the lease-purchase of a Pierce Enforcer Urban Search and Rescue apparatus through the Houston-Galveston Area Council HGACBuy Cooperative Purchasing Program, Contract No. FS 12-23.

Recommended Action:

1. Approve the lease-purchase agreement with PNC Bank in the amount of $2,171,284.64 for financing for the purchase of one Pierce Enforcer Urban Search and Rescue apparatus; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Approve the lease-purchase of one Pierce Enforcer Urban Search and Rescue apparatus from South Coast Fire Equipment for $2,171,284.64.
3. Authorize the appropriation of $434,257 from Vehicle Replacement (720) unreserved fund balance to: 720-5401-80301 - Vehicle Capitalization

Attachments: Staff Report
10-Year Fire Apparatus Replacement Schedule
Proposal Orange City USAR HGACBuy Contract # FS12-23
Lease Purchase Agreement

9.5. Agreement with Townsend Public Affairs, Inc. for legislative advocacy and grant writing services.

Recommended Action:

Approve a three-year professional services agreement with Townsend Public Affairs, Inc. in the amount of $333,000 for legislative advocacy and grant writing services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with Townsend Public Affairs, Inc.

10. LEGAL AFFAIRS

10.1. 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. (Continued from December 9, 2025)

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

10.2. Introduction and First Reading of Ordinance No. 01-26 adding Chapter 9.45 to the Orange Municipal Code prohibiting the sale and distribution of kratom products.

Recommended Action:

Introduce and conduct First Reading of Ordinance No. 01-26. An Ordinance of the City Council of the City of Orange adding Chapter 9.45 of the Orange Municipal Code prohibiting the sale and distribution of kratom products.

Attachments: Staff Report
Ordinance No. 01-26
Orange County Health Care Agency Public Informatoin Fact Sheet
United States Food and Drug Administration News Release

11. ADJOURNMENT

The next Regular City Council meeting will be held on Tuesday, January 27, 2026, at

6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

I, Jennifer Conally, CMC, 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: January 8, 2026

Agenda Item

Orange City Council

Item #: 3.1. 1/13/2026 **File #:** 25-0688

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. 1/13/2026 **File #:** 25-0688

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THRU: **Jarad Hildenbrand, City Manager**

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

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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. 1/13/2026 **File #:** 25-0676

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 December 4, 10, and 18, 2025 and payroll check warrants dated December 5 and 19, 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

- December 5, 2025 Payroll Warrant Information
- December 19, 2025 Payroll Warrant Information
- December 4, 2025 Warrant Writing Register
- December 10, 2025 Warrant Writing Register
- December 18, 2025 Warrant Writing Register

Agenda Item

Orange City Council

Item #: 3.2. 1/13/2026 **File #:** 25-0676

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

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2. SUMMARY

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3. RECOMMENDED ACTION

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- December 4, 2025 Warrant Writing Register
- December 10, 2025 Warrant Writing Register
- December 18, 2025 Warrant Writing Register

City of Orange
Finance Department - PAYROLL

PAYROLL WARRANT INFORMATION

PAY PERIOD:	11/16/25	to	11/29/25
PAYCHECK DATE:	Dec 5, 2025		
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	$ 4,345,346.06		
Total Employees Paid:	*663*	***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: 12/22/25 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: 2025.12.22 15:01:30 -08'00' *Trang Nguyen,* *Finance Director*	**Comments:**
Date: 12/22/25 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: 2025.12.22 15:01:30 -08'00' *Pamela Coleman,* *City Clerk*	**Comments:**

City of Orange
Finance Department - PAYROLL

PAYROLL WARRANT INFORMATION

PAY PERIOD:	11/30/25	to	12/13/25
PAYCHECK DATE:	Dec 19, 2025		
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	$ 4,407,982.90		
Total Employees Paid:	*677*	***Total Vendors Paid :***	*24*

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: 12/22/25 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: 2025.12.22 15:00:40 -08'00' *Trang Nguyen,* *Finance Director*	**Comments:**
Date: 12/22/25 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: 2025.12.22 15:00:40 -08'00' *Pamela Coleman,* *City Clerk*	**Comments:**

City of Orange

Finance Department - Accounts Payable

WW # 0344

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 12/04/25 1 of 3 reports for 01/13/26 Council Meeting
Notes:	
Requester Signature: eSigned via GovOS.com Jocelin Mendez Key: c75eb71bc2d138050ea61da6a02e3123	Date: 12-04-2025

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	12-04-2025 Date	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad L. Hildenbrand, City Manager	12-08-2025 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	12-10-2025 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
120325	12/03/2025	WIRE	000384	SOUTHERN CALIF EDISON CO	452,114.02			

DOC	INVOICE NO	ACCOUNT	AMOUNT
10054	12/03/25	100-0000-56205-	180,612.97
10054	12/03/25	601-5301-56205-	213.93
10054	12/03/25	291-5501-56205-	1,172.13
10054	12/03/25	291-5902-56205-	17.16
10054	12/03/25	293-5501-56205-	17.87
10054	12/03/25	600-5802-56205-	270,079.96

8002823	12/04/2025	PRINTED	019738	ADVANCED SECURITY SYSTEMS	599.25			
	9853		036519	100-5601-56101-				119.85
	9854		036520	100-5601-56101-				119.85
	9855		036522	100-5601-56101-				119.85
	9856		036533	100-5601-56101-				119.85
	9857		036558	100-5601-56101-				119.85
8002824	12/04/2025	PRINTED	002689	ANDY GUMP INC	186.37			
	10011		INV1287733	600-5802-53199-				186.37
8002825	12/04/2025	PRINTED	019520	ANSWER CALIFORNIA	835.35			
	10032		000038-558-451	600-5802-55999-				835.35
8002826	12/04/2025	PRINTED	001147	ARCHIE'S TOWING	107.50			
	9974		266809	100-5401-56999-				107.50
8002827	12/04/2025	PRINTED	002217	AT&T	10,778.13			
	9924		11/15/2025	100-1301-56201-				32.06
	9924		11/15/2025	100-1801-56201-				97.11
	9924		11/15/2025	100-2101-56201-				130.40
	9924		11/15/2025	100-2316-56201-				160.30
	9924		11/15/2025	100-3011-56201-				3,231.19
	9924		11/15/2025	100-4011-56201-				2,248.15
	9924		11/15/2025	100-5601-56101-				63.58
	9924		11/15/2025	100-7001-56201-				4,624.23
	9924		11/15/2025	600-5802-56201-				158.74
	9924		11/15/2025	100-5401-56201-				32.37
8002828	12/04/2025	PRINTED	005378	AUTO ZONE	174.22			
	10030		05942477899	100-0000-15203-				174.22
8002829	12/04/2025	PRINTED	025218	AUTOLIFT SERVICES	1,440.00			
	9957		27442	100-5401-56101-				1,440.00
8002830	12/04/2025	PRINTED	018181	BEAR ELECTRICAL SOLUTIONS	121,532.87			
	9557		PROG. PAY#2 (23843)	510-7201-83101-				127,929.35
8002831	12/04/2025	PRINTED	018332	BPS SUPPLY GROUP	113.84			
	9939		S3264246.001	600-5802-53199-				113.84
8002832	12/04/2025	PRINTED	002313	BURRO CANYON SHOOTING PAR	80.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9997	3685		100-4011-57101-			80.00	
8002833	12/04/2025	PRINTED	002011	BURTONS FIRE INC	1,465.62			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	9950	S68881		100-0000-15203-				495.11
	10033	S70050		100-0000-15203-				970.51
8002834	12/04/2025	PRINTED	017440	BUSINESS PROCESS AUTOMATI	850.00			
	10087	12460		100-2102-56101-				850.00
8002835	12/04/2025	PRINTED	001624	C WELLS PIPELINE MATERIAL	1,941.00			
	10004	SINV25-5306		600-5803-81999-				1,777.88
	10005	SINV25-5297		600-5803-81999-				163.12
8002836	12/04/2025	PRINTED	016378	C3 OFFICE SOLUTIONS LLC	4,804.90			
	9982	INV210585		100-1601-56999-				4,787.96
	9983	INV210503		100-1601-56999-				16.94
8002837	12/04/2025	PRINTED	017952	CAL-STATE AUTO PARTS INC	1,854.65			
	9863	508462		100-0000-15203-				184.73
	9920	CM568198		100-0000-15203-				-94.83
	9921	CM567810		100-0000-15203-				-9.70
	9922	CM567747		100-0000-15203-				-32.33
	9923	CM567978		100-0000-15203-				-19.40
	9977	509235		100-0000-15203-				61.81
	9978	509309		100-0000-15203-				317.93
	9979	510011		100-0000-15203-				359.89
	10059	508461		100-0000-15203-				293.08
	10060	511476		100-0000-15203-				281.00
	10061	511612		100-0000-15203-				286.33
	10062	511911		100-0000-15203-				226.14
8002838	12/04/2025	PRINTED	000065	CALIFORNIA AUTO REFRIGERA	251.36			
	9947	322638		100-0000-15203-				112.06
	10044	323696		100-0000-15203-				139.30
8002839	12/04/2025	PRINTED	019138	CALIFORNIA WATERS DEVELOP	625.00			
	10074	25343		100-5601-56101-				625.00
8002840	12/04/2025	PRINTED	020651	CARDINAL PAINT AND POWDER	2,456.71			
	10038	I250097895		600-5803-56101-				2,456.71
8002841	12/04/2025	PRINTED	018974	CHARTER COMMUNICATIONS	1,378.59			
	9888	189067401112125		100-4011-56201-				950.00
	9889	187909301112125		100-4011-56201-				428.59
8002842	12/04/2025	PRINTED	019162	CINTAS	143.55			
	10049	4251358228		100-5401-56107-				143.55
8002843	12/04/2025	PRINTED	015299	CLEAN DIESEL SPECIALISTS	235.78			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9952	3-131675		100-0000-15203-			235.78	
8002844	12/04/2025	PRINTED	001997	COMPRESSED AIR SPECIALTIE	2,297.98			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	9884	00045403		100-3121-56101-				2,297.98
8002845	12/04/2025	PRINTED	000729	COUNTY OF ORANGE	20,599.94			
	10067	25CF0187		456-0000-20110-				19,963.00
	10067	25CF0187		456-0000-46201-				636.94
8002846	12/04/2025	PRINTED	005556	CPAC INC	47.41			
	10008	SI- 1301763		600-5802-54101-				47.41
8002847	12/04/2025	PRINTED	000605	CRAFCO INC	3,491.10			
	10063	9403612538		263-5201-53201-				3,491.10
8002848	12/04/2025	PRINTED	025045	CRIME POINT INC	12,759.55			
	10025	21613		355-4133-53199-				12,759.55
8002849	12/04/2025	PRINTED	004677	CSA HOLDINGS INC	4,100.00			
	9849	212487		100-7203-56999-				4,100.00
8002850	12/04/2025	PRINTED	002513	DELTACARE USA	7,145.83			
	9943	BE006836345		100-0000-20415-				7,145.83
8002851	12/04/2025	PRINTED	014203	DIVERSIFIED THERMAL SERVI	19,884.06			
	9744	S407561		100-7203-56999-				3,516.00
	9745	S407351		100-7203-56999-				4,050.56
	9746	S407243		100-7203-56999-				877.50
	9747	S405953		100-7203-56999-				3,516.00
	9851	S407553		100-5601-56101-				418.00
	9927	S407551		100-5601-56101-				5,811.00
	9930	S409908		100-5601-56101-				1,695.00
8002852	12/04/2025	PRINTED	017762	DAVID WILSON'S VILLA FORD	494.89			
	9962	031158		100-0000-15203-				29.94
	10064	089041		100-0000-15203-				189.58
	10066	031489		100-0000-15203-				275.37
8002853	12/04/2025	PRINTED	000646	EAST ORANGE COUNTY WATER	47,019.67			
	9940	10-2025-4		600-5802-53105-				47,019.67
8002854	12/04/2025	PRINTED	020653	EXCEL BACKFLOW SERVICE IN	120.00			
	9938	1160646		100-5803-56101-				120.00
8002855	12/04/2025	PRINTED	001990	EYEMED	1,179.20			
	9944	167105500		100-0000-20416-				1,179.20
8002856	12/04/2025	PRINTED	001639	FACTORY MOTOR PARTS CO	666.29			
	9971	12-6884861		100-0000-15203-				387.04

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9972		12-6888736	100-0000-15203-			240.28	
	DOC		INVOICE NO	ACCOUNT			AMOUNT	
	9973		11-2062857	100-0000-15203-			19.90	
	10070		11-2063212	100-0000-15203-			19.07	
8002857	12/04/2025	PRINTED	002278	FERGUSON WATERWORKS #1089	10,426.94			
	10001		0065721	600-5802-80101-			364.40	
	10001		0065721	600-5803-80101-			473.73	
	10001		0065721	600-5803-81501-			364.40	
	10001		0065721	600-5803-80101-			1,348.30	
	10002		0065253	600-5802-80101-			958.58	
	10002		0065253	600-5803-80101-			1,246.16	
	10002		0065253	600-5803-81501-			958.58	
	10002		0065253	600-5803-80101-			3,546.75	
	10003		0065078	600-5802-80101-			166.57	
	10003		0065078	600-5803-80101-			216.55	
	10003		0065078	600-5803-81501-			166.58	
	10003		0065078	600-5803-80101-			616.34	
8002858	12/04/2025	PRINTED	015628	FIRE APPARATUS SOLUTIONS	47.15			
	9946		01P3373	100-5401-56999-			47.15	
8002859	12/04/2025	PRINTED	000002	FLEET SERVICES INC	27.07			
	10045		01P170604	100-0000-15203-			107.64	
	10046		01P170704	100-0000-15203-			155.28	
	10048		01P170768	100-0000-15203-			241.11	
	10089		CM01P157015	100-0000-15203-			-476.96	
8002860	12/04/2025	PRINTED	009190	GLOBAL POWER GROUP INC	1,890.00			
	9937		108185	100-5601-56101-			945.00	
	9941		108186	100-5601-56101-			945.00	
8002861	12/04/2025	PRINTED	000158	GOVERNMENT FINANCE OFFICE	1,750.00			
	9878		156522006-2025	100-1801-57104-			1,750.00	
8002862	12/04/2025	PRINTED	020073	GROSSE, ROBERT	100.00			
	9808		DRC Mtgs 3rd QTR '25	100-6103-55999-			100.00	
8002863	12/04/2025	PRINTED	000167	HACH COMPANY	1,281.00			
	10043		14762004	600-5802-53199-			1,281.00	
8002864	12/04/2025	PRINTED	025223	PATRICIA HOFMANN	641.02			
	9898		50019-00	600-0000-11106-			641.02	
8002865	12/04/2025	PRINTED	000454	HOTSY OF SOUTHERN CALIFOR	31.53			
	9975		10023662	100-0000-15203-			31.53	
8002866	12/04/2025	PRINTED	025221	XIXUAN HUI	58.69			
	9897		36227-10	600-0000-11106-			58.69	

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002867	12/04/2025	PRINTED	006309	HUNTINGTON SECURITY SYSTE	69.18			

DOC	INVOICE NO	ACCOUNT	AMOUNT
9942	0021817-IN	100-5601-56101-	34.59
9945	0021818-IN	100-5601-56101-	34.59
8002868 12/04/2025 PRINTED 020699 IMSA-FWS			720.00
9901	IMSA2026Membership	100-5201-57101-	480.00
9901	IMSA2026Membership	100-5703-57104-	240.00
8002869 12/04/2025 PRINTED 019789 JASPER ENGINES & TRANSMIS			5,437.09
10042	15198965	100-0000-15203-	5,437.09
8002870 12/04/2025 PRINTED 020475 JOE MAR POLYGRAPH			250.00
9953	25-055-OPD	100-4011-55000-	250.00
8002871 12/04/2025 PRINTED 017799 KEN GRODY FORD			1,516.35
10031	598391	100-5401-56999-	1,516.35
8002872 12/04/2025 PRINTED 000199 KENNEDY EQUIPMENT CO INC			692.05
9935	72212	600-5802-53199-	91.29
9936	72209	600-5802-53199-	600.76
8002873 12/04/2025 PRINTED 025224 SUSIE KINGMA			156.57
9899	53520-11	600-0000-11106-	156.57
8002874 12/04/2025 PRINTED 014966 MICHELLE KRESAN			1,408.71
9859	10/12-15/2025RB	100-1801-57101-	1,365.73
9859	10/12-15/2025RB	100-1801-57101-	42.98
8002875 12/04/2025 PRINTED 003427 KURT LAWSON			1,423.80
9605	10/27-31/2025RB	100-4011-57101-	1,423.80
8002876 12/04/2025 PRINTED 019917 LEDESMA, GREG			50.00
9812	DRC Mtgs 3rd QTR '25	100-6103-55999-	50.00
8002877 12/04/2025 PRINTED 000221 LIEBERT CASSIDY WHITMORE			3,616.00
9866	309403	100-1401-55102-	1,012.00
9867	309402	100-1401-55102-	616.00
9868	309404	100-1401-55102-	1,988.00
8002878 12/04/2025 PRINTED 000223 LIFECOM INC			160.00
9885	2107965-IN	100-3121-56101-	80.00
9999	2107966-IN	600-5802-56101-	80.00
8002879 12/04/2025 PRINTED 021021 LINEGEAR INC			355.60
9772	62121	100-3011-53102-	312.48
9773	62122	100-3011-53102-	10.78
9774	62123	100-3011-53102-	10.78
9782	62124	100-3011-53102-	10.78
9785	62125	100-3011-53102-	10.78

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002880	12/04/2025	PRINTED	005179	MAINSTAR INC	59,000.00			

DOC	INVOICE NO	ACCOUNT	AMOUNT
9837	3523	600-1601-80299-	19,666.67
9837	3523	601-1601-80299-	19,666.66
9837	3523	790-1601-80299-	19,666.67

8002881	12/04/2025	PRINTED	001533	MERCHANTS BUILDING MAINTE	510.00			
9629	911590	100-7203-56999-	510.00					
8002882	12/04/2025	PRINTED	001668	DANIELLE MILLOY	493.82			
10007	10/19-23/2025RB	100-1218-57101-	493.82					
8002883	12/04/2025	PRINTED	001867	MISSION LINEN SUPPLY	257.68			
9887	525049717	100-4011-55999-	257.68					
8002884	12/04/2025	PRINTED	002880	MOORE IACOFANO GOLTSMAN	1,720.00			
9850	0093298	510-7201-84101-	1,720.00					
8002885	12/04/2025	PRINTED	002619	MUNICIPAL MAINTENANCE EQU	115.36			
10039	043777	100-0000-15203-	115.36					
8002886	12/04/2025	PRINTED	000261	MUNICIPAL WATER DISTRICT	1,570.80			
10006	3245	600-5802-53101-	1,570.80					
8002887	12/04/2025	PRINTED	025225	ELIZABETH NEVERS	216.78			
9900	55811-02	600-0000-11106-	216.78					
8002888	12/04/2025	PRINTED	001987	NIEVES LANDSCAPE LLC	35,011.30			
10077	83325	100-5501-56103-	14,661.14					
10078	83327	263-5201-56103-	7,040.87					
10081	83324	293-5501-56103-	1,548.39					
10082	83323	294-5501-56103-	4,364.63					
10083	83326	540-5501-56103-	1,939.76					
10084	83328	600-5501-56103-	5,456.51					
8002889	12/04/2025	PRINTED	000052	OFFICE DEPOT INC	1,892.02			
9984	22984768	100-1801-53101-	-9.45					
9984	22984768	100-1801-53101-	293.80					
9984	22984768	100-1401-53101-	151.57					
9984	22984768	100-2101-53101-	229.73					
9984	22984768	100-3011-53101-	219.80					
9984	22984768	100-4011-53101-	78.72					
9984	22984768	100-4141-53101-	167.26					
9984	22984768	100-5001-53101-	192.69					
9984	22984768	601-5301-53101-	26.39					
9984	22984768	600-5802-53101-	259.85					
9984	22984768	100-4131-53101-	281.66					
8002890	12/04/2025	PRINTED	099997	BATAVIA WOODS MEDICAL CEN	587.50			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9914	9914		100-0000-20111-			587.50	
8002891	12/04/2025	PRINTED	099997	BICKEL GROUP INC	1,475.50			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	9908	9908		100-0000-20111-				1,475.50
8002892	12/04/2025	PRINTED	099997	BURGUENO, GEOFFREY & JILL	142.25			
	9913	9913		100-0000-20111-				142.25
8002893	12/04/2025	PRINTED	099997	CAMBRIDGE MEDICAL PLAZA	655.75			
	9905	9905		100-0000-20111-				655.75
8002894	12/04/2025	PRINTED	099997	DIAMOND STAR ASSOCIATES I	973.75			
	9906	9906		100-0000-20111-				973.75
8002895	12/04/2025	PRINTED	099997	J & M CONCRETE CONTRACTOR	1,016.25			
	9909	9909		100-0000-20111-				1,016.25
8002896	12/04/2025	PRINTED	099997	PERMITS & LICENSES RESOUR	183.50			
	9911	9911		100-0000-20111-				183.50
8002897	12/04/2025	PRINTED	099997	STRONG AS STEELE CONSTRUC	745.25			
	9912	9912		100-0000-20111-				745.25
8002898	12/04/2025	PRINTED	099997	THE NEW HOME COMPANY SOUT	2,274.00			
	9907	9907		100-0000-20111-				2,274.00
8002899	12/04/2025	PRINTED	099997	VILLA PARK SHELL	230.00			
	9910	9910		100-0000-20111-				230.00
8002900	12/04/2025	PRINTED	002685	ORANGE INDUSTRIAL HARDWAR	70.47			
	10041	29916		600-5802-53199-				70.47
8002901	12/04/2025	PRINTED	025220	BRETT ORLOVE	64.64			
	9895	22616-07		600-0000-11106-				64.64
8002902	12/04/2025	PRINTED	001876	PRADO FAMILY SHOOTING RAN	450.00			
	9955	7678		100-4011-55000-				450.00
8002903	12/04/2025	PRINTED	025185	PROFESSIONAL SALES AND SE	187.65			
	9860	34559		100-0000-15203-				187.65
8002904	12/04/2025	PRINTED	007130	PTI SAND & GRAVEL INC	2,976.80			
	9932	0157330		600-5803-81999-				2,976.80
8002905	12/04/2025	PRINTED	019548	PURE PROCESS FILTRATION I	17,393.82			
	9931	100503		600-5802-56102-				17,393.82
8002906	12/04/2025	PRINTED	020910	QUADIENT LEASING USA INC	2,197.91			
	10057	Q2081178		100-1502-56301-				2,197.91

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002907	12/04/2025	PRINTED	020742	RAPID FIRE SAFETY & SECUR	52.00			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
9933	706441119	100-5601-56101-				52.00		
8002908	12/04/2025	PRINTED	016972	RC EMPIRE ALIGNMENT & AUT	12,960.86			
9949	4707	731-1306-50299-				12,960.86		
8002909	12/04/2025	PRINTED	019651	RC EMPIRE CORP INC	70.00			
10068	4768	100-5401-56999-				70.00		
8002910	12/04/2025	PRINTED	020543	RENEWELL FLEET SERVICE LL	1,396.02			
9869	8632	100-0000-15203-				480.21		
9870	8696	100-0000-15203-				915.81		
8002911	12/04/2025	PRINTED	025071	SIERRA ANALYTICAL LABS IN	57.50			
9934	5K19002-	600-5802-55999-				57.50		
8002912	12/04/2025	PRINTED	025199	NANCY SILVERMAN	19.80			
9628	FALL25NSREFUND	100-7001-47640-				19.80		
8002913	12/04/2025	PRINTED	002990	SOUTHERN COUNTIES LUBRICA	211.33			
9976	108607	100-0000-15203-				211.33		
8002914	12/04/2025	PRINTED	000386	SC FUELS	826.60			
10055	1141114	100-0000-15204-				826.60		
8002915	12/04/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	2,149.43			
10053	IN-0000250316	100-0000-15204-				2,149.43		
8002916	12/04/2025	PRINTED	020235	SOUTHERN TIRE MART LLC	2,165.43			
9864	7090058719	100-0000-15203-				1,139.87		
9865	7090058717	100-0000-15203-				1,025.56		
8002917	12/04/2025	PRINTED	000397	SWRCB FEES	128,010.56			
10086	WS-1054488	600-5802-50102-				128,010.56		
8002918	12/04/2025	PRINTED	000520	STRYKER MEDICAL	10,852.56			
9903	9210672691	225-3215-56101-				5,156.13		
9904	9210672841	225-3215-56101-				984.00		
9915	9210672842	225-3215-56101-				480.00		
9916	9210672690	225-3215-56101-				1,062.88		
9917	9210672689	225-3215-56101-				2,689.55		
9919	9210686083	100-3122-56101-				480.00		
8002919	12/04/2025	PRINTED	002294	T-MOBILE	50.00			
9954	L2511290144	100-4131-55999-				50.00		
8002920	12/04/2025	PRINTED	018234	THE HUB OC	67,588.62			
9990	466	412-6431-55999-				4,469.04		

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9991	463		412-6431-55999-			20,325.09	
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	9994	89		412-6431-55999-				22,514.65
	9995	90		412-6431-55999-				20,279.84
8002921	12/04/2025	PRINTED	012364	THE JUNGLE NURSERY INC	18,947.00			
	10085	00003009		100-3112-56105-				18,947.00
8002922	12/04/2025	PRINTED	017439	DITCH WITCH WEST	349.09			
	9438	9407471		100-0000-15203-				349.09
8002923	12/04/2025	PRINTED	020346	THE WORLD FAMOUS PASCUAL	549.09			
	9996	000072		100-4011-53102-				549.09
8002924	12/04/2025	PRINTED	001183	TITAN AUTOMOTIVE	92.40			
	10028	84316		100-4133-53299-				92.40
8002925	12/04/2025	PRINTED	003155	TRI-AD	688.75			
	9981	95529582		100-1401-55999-				688.75
8002926	12/04/2025	PRINTED	003093	TUMBLEWEED PRESS INC	1,425.00			
	10079	120984		100-2101-53101-				1,425.00
8002927	12/04/2025	PRINTED	001563	ULINE	103.58			
	9998	200685325		100-4141-53199-				103.58
8002928	12/04/2025	PRINTED	000419	UNDERGROUND SERVICE ALERT	198.09			
	10009	25-261803		600-5803-56102-				198.09
8002929	12/04/2025	PRINTED	000419	DIG SAFE BOARD	412.00			
	10010	1120250516		600-5803-56102-				412.00
8002930	12/04/2025	PRINTED	000944	UNITED PARCEL SERVICE	72.61			
	9985	00005733W1485 2026		100-4011-53104-				24.72
	9985	00005733W1485 2026		100-0000-53104-				47.89
8002931	12/04/2025	PRINTED	019230	UNITED RENTALS INC	881.55			
	10069	256178626-001		263-5201-53201-				822.07
	10071	256178626-002		263-5201-53201-				59.48
8002932	12/04/2025	PRINTED	001229	VALVERDE CONSTRUCTION INC	283,843.93			
	9926	18167		600-5803-56102-				283,843.93
8002933	12/04/2025	PRINTED	001845	VERIZON WIRELESS	15,403.88			
	9891	6128642079		100-4011-56201-				2,112.04
	9891	6128642079		100-4121-56201-				116.58
	9891	6128642079		450-4141-56201-				290.03
	9893	6128705347		100-4011-56201-				206.56
	9893	6128705347		100-4121-56201-				390.05
	9893	6128705347		100-4134-56201-				20.02

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9986		6128136580	100-5001-56201-			2,102.59	
	DOC	INVOICE NO	ACCOUNT				AMOUNT	
	9986	6128136580	601-5301-56201-				1,252.61	
	9986	6128136580	270-5201-56201-				849.98	
	9986	6128136580	100-5401-56201-				178.94	
	9986	6128136580	100-5101-56201-				44.74	
	9986	6128136580	601-1601-80299-				44.73	
	9987	6128237353	600-5802-56201-				4,579.67	
	9988	6128203813	100-1201-56201-				38.86	
	9988	6128203813	100-1601-53201-				411.72	
	10020	6128136579	100-1822-56201-				155.44	
	10021	6128153262	100-7001-56201-				1,740.23	
	10022	6128237351	100-6301-56201-				419.70	
	10022	6128237351	100-6201-56201-				230.35	
	10022	6128237351	210-6301-55105-				219.04	
8002934	12/04/2025	PRINTED	018092	VILLA PARK CATERING	5,800.00			
	9886	120425 FINAL	100-4011-55999-				5,800.00	
8002935	12/04/2025	PRINTED	002304	VISION SERVICE PLAN - (CA	6,115.86			
	10047	VSP 202512	100-0000-20416-				6,115.86	
8002936	12/04/2025	PRINTED	009050	VULCAN MATERIALS CO	473.08			
	10072	5181226	263-5201-53201-				235.35	
	10073	5181716	263-5201-53201-				237.73	
8002937	12/04/2025	PRINTED	025222	TINA WANG	88.04			
	9896	41714-00	600-0000-11106-				88.04	
8002938	12/04/2025	PRINTED	002319	WATERLINE TECHNOLOGIES	4,005.88			
	10013	5772346	600-5802-53201-				433.76	
	10014	5772345	600-5802-53201-				893.03	
	10015	5772343	600-5802-53201-				350.83	
	10016	5772342	600-5802-53201-				465.65	
	10017	5772340	600-5802-53201-				618.74	
	10018	5772338	600-5802-53201-				331.70	
	10019	5772336	600-5802-53201-				912.17	
8002939	12/04/2025	PRINTED	000204	WAXIE SANITARY SUPPLY	648.19			
	9894	83648783	100-5601-53201-				648.19	
8002940	12/04/2025	PRINTED	018943	WELLABLE LLC	520.00			
	9980	42027	100-1401-59997-				520.00	
8002941	12/04/2025	PRINTED	000439	WEST COAST ARBORISTS INC	32,634.00			
	9841	236160	601-5501-56999-				32,634.00	
8002942	12/04/2025	PRINTED	000440	WEST COAST SAND & GRAVEL	612.64			
	10000	906086	600-5803-81999-				612.64	

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002943	12/04/2025	PRINTED	018330	WILCOX SUPPLY INC	154.58			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	9862	332029-1	100-0000-15203-			154.58		
8002944	12/04/2025	PRINTED	016092	WINZER CORPORATION	173.57			
	10035	3615505	100-0000-15203-			173.57		
8002945	12/04/2025	PRINTED	002801	YO FIRE SUPPLIES	841.01			
	9929	1036484	600-5803-81999-			955.20		
	9992	CM1036344A	600-5803-81999-			-114.19		
8002946	12/04/2025	PRINTED	000452	ZUMAR INDUSTRIES INC	2,963.83			
	10075	11297	100-5201-53201-			1,999.36		
	10076	11277	100-5201-53201-			964.47		
	125 CHECKS		CASH ACCOUNT TOTAL		1,492,704.54	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
125 CHECKS	FINAL TOTAL	1,492,704.54	.00

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

City of Orange

Finance Department - Accounts Payable

WW # 0345

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 12/10/25 2 of 3 reports for 01/13/26 Council Meeting
Notes:	
Requester Signature: eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123	Date: 12-10-2025

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	12-10-2025 Date	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad L. Hildenbrand, City Manager	12-10-2025 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	12-10-2025 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
5574	12/08/2025	WIRE	001117	PUBLIC EMPLOYEES RETIREME	806,276.79			

DOC	INVOICE NO	ACCOUNT	AMOUNT
9951	CalPERS 202512	100-0000-20414-	756,423.23
9951	CalPERS 202512	760-0000-52001-	49,853.56
120925	12/09/2025	WIRE	000385	SOUTHERN CALIFORNIA GAS C	660.30			
10706	12/09/2025	100-0000-56203-	660.30
8002947	12/10/2025	PRINTED	020723	ALEXANDRA ABIERTAS	210.00			
10594	FALL25P2ALEXABIERTAS	100-7101-55999-	210.00
8002948	12/10/2025	PRINTED	017443	MARLOW INNOVATIONS INC	4,995.00			
10627	10658	100-4131-53202-	4,995.00
8002949	12/10/2025	PRINTED	018555	AGA ENGINEERS INC	13,470.00			
10600	25323-IN	500-5704-87101-	4,850.00
10602	25381-IN	550-5703-87101-	6,795.00
10650	25380-IN	500-5704-87101-	1,825.00
8002950	12/10/2025	PRINTED	000906	ALL AMERICAN ASPHALT INC	129,593.90			
10112	212390	600-5803-53201-	129,593.90
8002951	12/10/2025	PRINTED	020698	ALL CITY MANAGEMENT SERVI	21,279.24			
10667	103410	100-4141-55999-	599.76
10668	105111	100-4141-55999-	20,679.48
8002952	12/10/2025	PRINTED	009092	AMERICAN ACE SUPPLY ANAHE	358.38			
9902	262133A	100-5702-53299-	358.38
8002953	12/10/2025	PRINTED	010063	ANIMAL FRIENDS PET HOTEL	325.00			
10631	769945859	100-4121-55999-	325.00
8002954	12/10/2025	PRINTED	011254	ARC DOCUMENT SOLUTIONS LL	45.87			
10675	12983221	601-5101-85101-	45.87
8002955	12/10/2025	PRINTED	002217	AT&T	2,687.23			
10597	12/04/2025	100-1502-55999-	32.65
10597	12/04/2025	100-3011-56201-	32.65
10597	12/04/2025	100-5601-56101-	32.65
10597	12/04/2025	100-5601-56999-	515.23
10597	12/04/2025	100-1601-56201-	2,074.05
8002956	12/10/2025	PRINTED	014959	BPS TACTICAL INC	30,266.98			
10671	25041871	454-4011-53102-	30,266.98
8002957	12/10/2025	PRINTED	000069	CALIFORNIA FORENSIC PHLEB	5,412.00			
10094	3080	100-4011-55000-	5,412.00
8002958	12/10/2025	PRINTED	001788	CALIFORNIA GYMNASTICS	378.00			
10590	FALL25P2 CA GYM	100-7101-55999-	378.00

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002959	12/10/2025	PRINTED	001011	WEX BANK	325.87			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
10629	109204710	100-4133-53299-				325.87		
8002960	12/10/2025	PRINTED	008775	COLLINS, CHRISTINE	1,257.00			
10592	FALL25P1CHRISCOLLINS	100-7101-55999-				1,257.00		
8002961	12/10/2025	PRINTED	001749	CORRPRO COMPANIES INC	195.00			
10708	807067	600-5803-85106-				195.00		
8002962	12/10/2025	PRINTED	013914	CRASH DATA GROUP INC	1,500.00			
10632	15089	100-4141-53202-				1,500.00		
8002963	12/10/2025	PRINTED	000101	CULLIGAN	171.96			
10103	2023909	600-5802-53199-				112.86		
10673	2023508	100-1201-53101-				59.10		
8002964	12/10/2025	PRINTED	000974	DELTA DENTAL OF CALIFORNI	31,713.00			
10034	BE006848147A	100-1401-55999-				6,790.70		
10036	BE006848147C	100-1401-52001-				24,922.30		
8002965	12/10/2025	PRINTED	019286	DOCUMENT & MICROFILM CONV	6,106.12			
10012	17402	210-6001-55999-				6,106.12		
8002966	12/10/2025	PRINTED	020488	ECONOMICS INC	1,412.50			
10690	2025.1	100-5001-55999-				1,412.50		
8002967	12/10/2025	PRINTED	021051	THE LEW EDWARDS GROUP	5,990.00			
10096	005	100-1201-55999-				5,990.00		
8002968	12/10/2025	PRINTED	002741	EMERGENCY RESPONSE CRIME	375.00			
10633	OP2025-594	100-4011-55000-				375.00		
8002969	12/10/2025	PRINTED	002278	FERGUSON WATERWORKS #1089	69,512.43			
10679	0063162	600-5802-80101-				5,337.63		
10679	0063162	600-5803-80101-				6,938.91		
10679	0063162	600-5803-81501-				5,337.63		
10679	0063162	600-5803-80101-				19,749.22		
10681	0059743-1	600-5802-80101-				1,981.64		
10681	0059743-1	600-5803-80101-				2,576.14		
10681	0059743-1	600-5803-81501-				1,981.65		
10681	0059743-1	600-5803-80101-				7,332.09		
10682	0059743	600-5802-80101-				2,611.08		
10682	0059743	600-5803-80101-				3,394.40		
10682	0059743	600-5803-81501-				2,611.07		
10682	0059743	600-5803-80101-				9,660.97		
8002970	12/10/2025	PRINTED	020362	FREEDOM FOREVER LLC	1,359.20			
10608	BLDG25-1216	100-6201-42720-				306.40		

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
		10608	BLDG25-1216	100-6201-42728-			164.80	
	DOC	INVOICE NO	ACCOUNT				AMOUNT	
	10610	BLDG25-318	100-6201-42728-				55.20	
	10610	BLDG25-318	100-6201-42720-				306.40	
	10611	BLDG25-1425	100-6201-42728-				220.00	
	10611	BLDG25-1425	100-6201-42720-				306.40	
8002971	12/10/2025	PRINTED	002198	GALLS LLC	5,751.46			
	9670	033123482	454-4011-53102-				202.39	
	9674	033137154	100-4011-53102-				163.10	
	9676	033150158	100-4011-53102-				183.18	
	9677	033163036	100-4011-53102-				301.59	
	9825	033211275	100-4011-53102-				661.94	
	9826	033235486	100-4011-53102-				113.53	
	9956	033269072	100-4011-53102-				171.58	
	9958	033269151	100-4011-53102-				165.81	
	9960	033282377	100-4011-53102-				360.35	
	9961	033282395	100-4011-53102-				568.42	
	9969	033282344	454-4011-53102-				158.05	
	10642	033339197	100-4011-53102-				113.53	
	10644	033339198	100-4011-53102-				632.98	
	10645	033339204	100-4011-53102-				330.09	
	10651	033353971	100-4011-53102-				253.20	
	10652	033368158	100-4011-53102-				162.33	
	10653	033368202	100-4011-53102-				158.05	
	10654	033381242	100-4011-53102-				337.37	
	10657	033392963	100-4011-53102-				379.20	
	10660	033392965	100-4011-53102-				188.81	
	10664	033381274	454-4011-53102-				145.96	
8002972	12/10/2025	PRINTED	002198	GALLS LLC	1,426.63			
	9668	033111953	454-4011-53102-				49.78	
	9669	033111964	454-4011-53102-				49.78	
	9671	033123529	454-4011-53102-				79.02	
	9828	033235510	454-4011-53102-				79.02	
	9829	033223680	100-4121-59999-				39.86	
	9830	033211344	454-4011-53102-				42.01	
	9959	033282367	100-4011-53102-				79.02	
	9963	033269098	454-4011-53102-				49.78	
	9964	033269104	454-4011-53102-				86.14	
	9965	033282263	454-4011-53102-				96.90	
	9966	033282278	454-4011-53102-				56.19	
	9967	033282280	454-4011-53102-				62.43	
	9970	033282398	454-4011-53102-				73.85	
	10637	033339163	100-4011-53102-				47.98	
	10655	033381269	100-4011-53102-				105.31	
	10656	033381303	100-4011-53102-				34.92	
	10661	033392966	100-4011-53102-				77.84	
	10662	033353901	454-4011-53102-				32.20	
	10663	033368178	454-4011-53102-				62.43	

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10665		033381283	454-4011-53102-			109.78	
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	10666	033381287		454-4011-53102-			112.39	
8002973	12/10/2025	PRINTED	002198	GALLS LLC	106.30			
	9672	033123528		100-4011-53102-			13.16	
	9673	033123580		100-4011-53102-			29.16	
	9675	033150121		100-4011-53102-			11.12	
	10641	033339180		100-4011-53102-			10.88	
	10647	033339230		100-4011-53102-			8.37	
	10648	033353913		100-4011-53102-			11.61	
	10649	033353953		100-4011-53102-			10.88	
	10658	033392964		100-4011-53102-			11.12	
8002974	12/10/2025	PRINTED	016186	BENJAMIN GILCHRIST	243.00			
	10101	10/27-29/2025RB		100-4011-57101-			243.00	
8002975	12/10/2025	PRINTED	019212	IE INC.	151.60			
	10585	BLDG25-1278		100-6201-42720-			109.60	
	10585	BLDG25-1278		100-6103-47701-			42.00	
8002976	12/10/2025	PRINTED	006466	IMPERIAL SPRINKLER SUPPLY	614.18			
	10026	0023912787.001		100-7203-55000-			204.73	
	10027	0023565038.001		100-7203-55000-			409.45	
8002977	12/10/2025	PRINTED	002521	INTELLITIME SYSTEMS CORP	23,339.25			
	10105	25-4401		100-1801-55999-			23,100.00	
	10106	25-4401 (part 2)		100-1801-55999-			239.25	
8002978	12/10/2025	PRINTED	003842	ITERIS INC	4,907.68			
	10669	186261		287-5703-87101-			454.42	
	10669	186261		550-5703-87101-			3,926.14	
	10669	186261		550-5703-87102-			527.12	
8002979	12/10/2025	PRINTED	020475	JOE MAR POLYGRAPH	250.00			
	10636	25-056-OPD		100-4011-55000-			250.00	
8002980	12/10/2025	PRINTED	000544	BALLMER & BERKMAN KANE	1,725.00			
	10685	29309		232-6401-55999-			325.00	
	10686	29346		232-6401-55999-			375.00	
	10687	29380		232-6401-55999-			1,025.00	
8002981	12/10/2025	PRINTED	015662	COSTAR	536.21			
	10102	123162614		100-1218-55000-			536.21	
8002982	12/10/2025	PRINTED	002661	PANTHER TENNIS	2,423.52			
	10591	FALL25 P2 WILLMARINO		100-7101-55999-			2,423.52	
8002983	12/10/2025	PRINTED	000248	MC FADDEN-DALE INDUSTRIAL	37.96			
	10104	593797/5		600-5802-53201-			37.96	

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8002984	12/10/2025	PRINTED	001867	MISSION LINEN SUPPLY	247.43			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	10098	525095269	100-4011-55999-			247.43		
8002985	12/10/2025	PRINTED	020688	SOUTHERN CALIFORNIA NEWS	2,936.04			
	10056	0000631969	100-1502-55103-			1,075.09		
	10670	628862	600-5802-55103-			1,860.95		
8002986	12/10/2025	PRINTED	025200	NCB INCORPORATED	5,280.00			
	10672	ORA-SCC-11-2015-01	100-5101-55999-			5,280.00		
8002987	12/10/2025	PRINTED	016294	TREVOR NELSON	241.20			
	10093	10/20-31/2025RB	100-4011-57101-			241.20		
8002988	12/10/2025	PRINTED	019237	EDINGER URGENT CARE MEDIC	93.00			
	10037	00083751-00	100-1401-55101-			93.00		
8002989	12/10/2025	PRINTED	025226	MARIANNE OLSON	48.00			
	10593	FALL25P1MARIANNEOLSO	100-7101-55999-			48.00		
8002990	12/10/2025	PRINTED	000096	ORANGE CNTY TREASURER-TAX	2,858.27			
	9918	PW260361	100-5702-56999-			2,858.27		
8002991	12/10/2025	PRINTED	000096	ORANGE CNTY TREASURER-TAX	17,706.33			
	10634	SH73047	100-4134-55000-			17,706.33		
8002992	12/10/2025	PRINTED	000300	ORANGE ELDERLY SERVICES I	51,370.16			
	9640	OES-SMP-OCTOBER2025	263-7104-55000-			32,695.16		
	10065	OES-OPS-DEC 2025	100-7104-55999-			18,675.00		
8002993	12/10/2025	PRINTED	015586	POINT EMBLEMS	1,523.85			
	10635	19551	100-4011-53102-			1,523.85		
8002994	12/10/2025	PRINTED	001876	PRADO FAMILY SHOOTING RAN	450.00			
	10625	7689	100-4011-55000-			450.00		
8002995	12/10/2025	PRINTED	020903	QUADIENT FINANCE USA INC	10,127.40			
	10640	QUAD11/26/25	100-0000-53104-			10,127.40		
8002996	12/10/2025	PRINTED	001235	SERRANO WATER DISTRICT	142,328.30			
	10589	184	600-5802-53105-			142,328.30		
8002997	12/10/2025	PRINTED	015842	LOGAN SHRYOCK	69.00			
	10097	10/08-10/2025RB	100-4011-57101-			69.00		
8002998	12/10/2025	PRINTED	025071	SIERRA ANALYTICAL LABS IN	500.00			
	10107	5L02032-	600-5802-55999-			57.50		
	10108	5L02014-	600-5802-55999-			57.50		
	10109	5L01010-	600-5802-55999-			57.50		

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10110	5L01011-		600-5802-55999-			327.50	
8002999	12/10/2025	PRINTED	020023	SIR SPEEDY	664.43			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	10116	49626		100-6301-55104-				664.43
8003000	12/10/2025	PRINTED	002117	SOUTH COAST AUTOMATION SY	10,157.84			
	10624	90402		600-5802-87102-				10,157.84
8003001	12/10/2025	PRINTED	001950	BRIAN STANLEY	243.00			
	10100	10/27-29/2025RB		100-4011-57101-				243.00
8003002	12/10/2025	PRINTED	001197	DEPARTMENT OF INDUSTRIAL	132,393.40			
	10092	OSIP 73627		730-1306-50299-				132,393.40
8003003	12/10/2025	PRINTED	001303	SUNRISE MULTISPECIALIST M	80.00			
	10676	00201848-00		731-1306-55999-				80.00
8003004	12/10/2025	PRINTED	000402	SUSAN SAXE-CLIFFORD PHD	900.00			
	10040	25-1124-1		100-1401-55101-				900.00
8003005	12/10/2025	PRINTED	002294	T-MOBILE	165.00			
	10095	L2512040381		100-4131-55999-				165.00
8003006	12/10/2025	PRINTED	015776	THE COUNSELING TEAM INTER	625.00			
	10678	INV107654		730-1306-55999-				534.30
	10678	INV107654		731-1306-55999-				90.70
8003007	12/10/2025	PRINTED	018234	THE HUB OC	84,763.07			
	10091	464		412-6431-55999-				227.52
	10114	467		412-6431-55999-				17,540.51
	10639	93		412-6431-55999-				22,788.98
	10710	804		412-6431-55999-				44,206.06
8003008	12/10/2025	PRINTED	000233	THE PEAVEY CORP	160.57			
	10630	422953		100-4134-53199-				160.57
8003009	12/10/2025	PRINTED	018142	TRANSPORTATION STUDIES IN	100.00			
	10595	25043		287-5704-87101-				50.00
	10596	25039		287-5704-87101-				50.00
8003010	12/10/2025	PRINTED	017152	TRIPEPI SMITH AND ASSOCIA	1,275.00			
	10689	16035		100-5001-55999-				1,275.00
8003011	12/10/2025	PRINTED	019230	UNITED RENTALS INC	1,077.36			
	10099	256189544-001		600-5803-56301-				450.40
	10111	256012191-001		600-5803-56301-				626.96
8003013	12/10/2025	PRINTED	001845	VERIZON WIRELESS	116.58			
	10623	6129628096		731-1306-56201-				116.58

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8003014	12/10/2025	PRINTED	000448	WILLDAN ENGINEERING	8,659.75			
9222025	09/22/2025	WIRE	004255	US BANK NATIONAL ASSOC ND	13,552.88			
92225	10/17/2025	WIRE	099999	P-CARD -TRANSACTIONS	94,692.47			

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
67 CHECKS	FINAL TOTAL	1,762,794.89	.00

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

City of Orange

Finance Department - Accounts Payable

WW # 0346

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 12/18/25 3 of 3 reports for 01/13/26 Council Meeting
Notes:	
Requester Signature: eSigned via GovOS.com Jocelin Mendez Key: c75eb71bc2d138050ea61da6a02e3123	Date: 12-18-2025

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	12-18-2025 Date	Comments:
eSigned via GovOS.com Jarad L. Hildenbrand Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Jarad L. Hildenbrand, City Manager	12-22-2025 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	01-02-2026 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
5572	12/11/2025	WIRE	000261	MUNICIPAL WATER DISTRICT	488,550.84			
	DOC	INVOICE NO	ACCOUNT				AMOUNT	
	9517	11948	600-5802-53105-				488,550.84	
121725	12/17/2025	WIRE	000385	SOUTHERN CALIFORNIA GAS C	932.86			
	11139	12/17/2025	100-0000-56203-				932.86	
8003015	12/18/2025	PRINTED	012783	3SI SECURITY SYSTEMS INC	1,440.00			
	11083	INV1353028	355-4133-53199-				1,440.00	
8003016	12/18/2025	PRINTED	025233	BRANDI AARVIG	261.77			
	10620	O2402931	100-0000-20108-				261.77	
8003017	12/18/2025	PRINTED	013658	ABBA TERMITE AND PEST CON	535.00			
	10919	030236	100-7203-56999-				110.00	
	10920	028290	100-7203-56999-				95.00	
	10921	028639	100-7203-56999-				110.00	
	10922	029506	100-7203-56999-				110.00	
	11127	030887	100-7203-56999-				110.00	
8003018	12/18/2025	PRINTED	004981	ACADEMY ELECTRIC INC	3,100.00			
	11156	1375-63	100-7203-56999-				800.00	
	11163	1375-64	100-7203-56999-				2,300.00	
8003019	12/18/2025	PRINTED	005317	ADMINSURE INC	25,428.00			
	11040	18464	730-1306-50202-				22,244.00	
	11042	18465	730-1306-50203-				3,184.00	
8003020	12/18/2025	PRINTED	019738	ADVANCED SECURITY SYSTEMS	260.00			
	10913	036837	100-5601-56101-				260.00	
8003021	12/18/2025	PRINTED	020277	AGUINAGA GREEN INC	576.04			
	10788	74620	263-5201-53201-				576.04	
8003022	12/18/2025	PRINTED	000539	AIR SOURCE INDUSTRIES	2,455.40			
	10915	00969252	225-3122-53101-				189.10	
	10915	00969252	225-3215-53101-				189.10	
	10916	00970037	225-3122-53101-				245.05	
	10916	00970037	225-3215-53101-				245.05	
	10917	00970120	225-3122-53101-				235.73	
	10917	00970120	225-3215-53101-				235.72	
	10931	00969782	225-3122-53101-				77.20	
	10931	00969782	225-3215-53101-				77.20	
	10934	00970114	225-3122-53101-				161.12	
	10934	00970114	225-3215-53101-				161.13	
	10936	00970249	225-3122-53101-				161.00	
	10936	00970249	225-3215-53101-				161.00	
	10937	00970476	225-3122-53101-				158.50	
	10937	00970476	225-3215-53101-				158.50	

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8003023	12/18/2025	PRINTED	020698	ALL CITY MANAGEMENT SERVI	11,465.96			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
11193	105484	100-4141-55999-				11,465.96		
8003024	12/18/2025	PRINTED	001029	ALLSTAR FIRE EQUIPMENT IN	16,026.09			
10941	269016	100-3121-54101-				181.45		
10942	269219	100-3121-54101-				15,844.64		
8003025	12/18/2025	PRINTED	002742	ALTERNATIVE HOSE INC	245.49			
10752	6133780	100-0000-15203-				83.20		
10989	6134300	100-0000-15203-				146.50		
10990	6134301	100-0000-15203-				15.79		
8003026	12/18/2025	PRINTED	013526	ALVARIA INC	150.00			
11028	ASI088148	100-3011-55105-				150.00		
8003027	12/18/2025	PRINTED	019952	AMBER GREGG INC	3,000.00			
10738	OR-25-10	100-6103-55999-				3,000.00		
8003028	12/18/2025	PRINTED	019315	AMERICA TRUCK DRIVING SCH	4,495.00			
11030	DANIEL HERNANDEZ	100-5201-57101-				4,495.00		
8003029	12/18/2025	PRINTED	018627	AMOBIUS GROUP INC	765.00			
10637	4724	100-1502-55000-				765.00		
8003030	12/18/2025	PRINTED	011254	ARC DOCUMENT SOLUTIONS LL	229.52			
10933	12911042	100-7203-55104-				126.89		
10968	12912035	263-5101-82001-				102.63		
8003031	12/18/2025	PRINTED	001147	ARCHIE'S TOWING	537.50			
10791	267078	100-5401-56999-				107.50		
10793	267082	100-5401-56999-				107.50		
10799	267114	100-5401-56999-				107.50		
11074	267038	100-5401-56999-				107.50		
11077	266896	100-5401-56999-				107.50		
8003032	12/18/2025	PRINTED	020631	B2GNOW	4,399.00			
10932	25082805	510-7201-84101-				2,199.50		
10932	25082805	310-6410-80201-				2,199.50		
8003033	12/18/2025	PRINTED	002388	AT & T MOBILITY	87.48			
10889	287303893584121720 25	600-5802-56101-				87.48		
8003034	12/18/2025	PRINTED	008971	ATT RUSSELL COOLEY LIRECO	720.00			
10835	53685	100-1842-56999-				720.00		
8003035	12/18/2025	PRINTED	005378	AUTO ZONE	33.25			
10846	05527538564	100-0000-15203-				45.45		
10847	05527538670	100-0000-15203-				72.23		
10848	05942502235	100-0000-15203-				14.18		

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
		10998	05942505988	100-0000-15203-			36.60	

DOC	INVOICE NO	ACCOUNT	AMOUNT
11053	CM05942315939	100-0000-15203-	-44.00
11055	CM05942415283	100-0000-15203-	-41.60
11056	CM05942447988	100-0000-15203-	-10.78
11057	CM05942415271	100-0000-15203-	-38.83

8003036	12/18/2025	PRINTED	025234	GEMMA BALDERRAMA	487.11			
	10621		O2404388	100-0000-20108-			487.11	
8003037	12/18/2025	PRINTED	002135	BC TRAFFIC SPECIALIST	261.00			
	11065		103566	100-5201-53201-			261.00	
8003038	12/18/2025	PRINTED	018258	BENDER READY MIX INC	1,047.87			
	11067		199437	263-5201-53201-			1,047.87	
8003039	12/18/2025	PRINTED	001342	BLUE SHIELD OF CALIFORNIA	2,385.53			
	10606		O2506111	100-0000-20108-			2,262.16	
	10612		O2506942	100-0000-20108-			123.37	
8003040	12/18/2025	PRINTED	020943	BORDIN SEMMER LLP	7,159.00			
	10815		STATEMENT NO: 6 - A	731-1301-55102-			7,159.00	
8003041	12/18/2025	PRINTED	020943	BORDIN SEMMER LLP	21,435.10			
	10812		STATEMENT NO: 5	731-1301-55102-			19,939.90	
	10818		STATEMENT NO: 6 - B	731-1301-55102-			1,495.20	
8003042	12/18/2025	PRINTED	014959	BPS TACTICAL INC	24,949.36			
	10878		25042138	454-4011-53102-			24,642.43	
	10881		25042019	454-4011-53102-			306.93	
8003043	12/18/2025	PRINTED	019362	BSN SPORTS LLC	1,018.24			
	10766		931522876	510-7201-84101-			1,018.24	
8003044	12/18/2025	PRINTED	019927	RUSSELL BUNIM	39.20			
	10970		NOVEMBER2025	100-6001-57101-			56.00	
	10970		NOVEMBER2025	100-6001-57101-			-16.80	
8003045	12/18/2025	PRINTED	002011	BURTONS FIRE INC	1,705.48			
	10734		S70176	100-0000-15203-			1,247.86	
	10859		S70190	100-0000-15203-			457.62	
8003046	12/18/2025	PRINTED	016378	C3 OFFICE SOLUTIONS LLC	505.78			
	11172		INV211389	100-1601-56999-			505.78	
8003047	12/18/2025	PRINTED	025231	CORAZON CABACUNGAN	317.77			
	10618		O2401630	100-0000-20108-			317.77	
8003048	12/18/2025	PRINTED	017952	CAL-STATE AUTO PARTS INC	1,226.97			
	10774		512190	100-0000-15203-			113.68	

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10776	513312	100-0000-15203-			120.57	
	DOC	INVOICE NO	ACCOUNT			AMOUNT	
	10781	514606	100-0000-15203-			91.50	
	10784	515161	100-0000-15203-			126.07	
	10786	516297	100-0000-15203-			104.70	
	10787	516302	100-0000-15203-			26.77	
	11059	CM567087	100-0000-15203-			-19.40	
	11061	CM568601	100-0000-15203-			-9.70	
	11062	CM569158	100-0000-15203-			-26.94	
	11063	CM569622	100-0000-15203-			-359.89	
	11078	516330	100-0000-15203-			56.94	
	11082	517495	100-0000-15203-			89.60	
	11087	517874	100-0000-15203-			354.92	
	11092	517979	100-0000-15203-			358.81	
	11096	518384	100-0000-15203-			199.34	
8003049	12/18/2025	PRINTED	000075 CALIFORNIA POLICE CHIEFS	11,500.00			
	10940	14393	360-4011-57101-			11,500.00	
8003050	12/18/2025	PRINTED	019138 CALIFORNIA WATERS DEVELOP	1,707.00			
	10954	25552	100-5601-56101-			225.00	
	11146	25342	100-7203-56999-			741.00	
	11147	25477	100-7203-56999-			741.00	
8003051	12/18/2025	PRINTED	001976 MICHAEL CAMBA	150.00			
	11014	11-30 RUNNING SHOES	100-3011-53102-			150.00	
8003052	12/18/2025	PRINTED	018974 CHARTER COMMUNICATIONS	2,302.59			
	10833	189064601111425	100-1601-56201-			900.00	
	10837	114973901111425	100-1601-56201-			134.99	
	10839	189065501120125	100-3011-56201-			40.00	
	10840	189065401120125	100-3011-56201-			268.80	
	10841	188991501120125	100-3011-56201-			268.80	
	10842	189065601120125	100-3011-56201-			690.00	
8003053	12/18/2025	PRINTED	001530 CHATTEL INC	2,438.50			
	10737	2510-ORG03	100-6102-55999-			2,438.50	
8003054	12/18/2025	PRINTED	003595 CINTAS CORPORATION NO 2	1,860.03			
	10926	4248168214	100-7203-56107-			355.25	
	10927	4246690581	100-7203-56107-			213.00	
	11117	4251354821	100-7203-56107-			209.40	
	11118	4251819388	100-7203-56107-			209.40	
	11119	4252646323	100-7203-56107-			209.40	
	11120	4248921315	100-7203-56107-			209.94	
	11121	4249665966	100-7203-56107-			209.94	
	11124	4250469246	100-7203-56107-			243.70	
8003055	12/18/2025	PRINTED	019162 CINTAS	286.67			
	10684	4251822078	100-5401-56107-			143.55	

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10862		4252656542	100-5401-56107-				143.12
8003056	12/18/2025	PRINTED	000029	CITY OF ANAHEIM	263.27			
	DOC		INVOICE NO	ACCOUNT				AMOUNT
	11169		12/08/2025	100-0000-56205-				263.27
8003057	12/18/2025	PRINTED	014873	CIVICPLUS INC	860.77			
	11129		357574	100-7101-55999-				375.95
	11130		354377	100-7101-55999-				484.82
8003058	12/18/2025	PRINTED	025235	PHILLIP S CLAYSON	265.96			
	10622		O2405469	100-0000-20108-				265.96
8003059	12/18/2025	PRINTED	015299	CLEAN DIESEL SPECIALISTS	510.36			
	11064		3-132649	100-0000-15203-				510.36
8003060	12/18/2025	PRINTED	002810	CLINICAL LABORATORY OF SA	3,585.00			
	10947		2502068-	600-5802-55999-				3,585.00
8003061	12/18/2025	PRINTED	001857	COAST RECREATION INC	2,937.65			
	10909		16853B	100-7203-54101-				573.52
	11151		17094	100-7203-54101-				132.38
	11152		17037	100-7203-54101-				663.23
	11153		17057	100-7203-54101-				608.36
	11154		17082	100-7203-54101-				960.16
8003062	12/18/2025	PRINTED	004588	CODE CONSULTING GROUP LLC	1,660.00			
	11017		11-25-0185	100-3112-55000-				1,660.00
8003063	12/18/2025	PRINTED	020178	COLANTUONO HIGHSMITH AND	648.00			
	10798		68389	100-1301-55102-				648.00
8003064	12/18/2025	PRINTED	025236	EZEQUIEL CORDERO	480.00			
	10994		PRODEV25/26	100-1401-57102-				480.00
8003065	12/18/2025	PRINTED	005556	CPAC INC	2,116.91			
	11019		SI-1302306	100-3121-54101-				2,116.91
8003066	12/18/2025	PRINTED	016793	CROWN CASTLE FIBER LLC	2,400.00			
	10777		2012288	100-1601-56201-				2,400.00
8003067	12/18/2025	PRINTED	000103	DAILY JOURNAL CORPORATION	895.00			
	10805		11012025	100-1301-55105-				895.00
8003068	12/18/2025	PRINTED	012114	DANIELS TIRE SERVICE	29.73			
	11111		200558095	100-0000-15203-				489.63
	11196		CM200555713	100-0000-15203-				-459.90
8003069	12/18/2025	PRINTED	000110	DEPT OF FORESTRY	980.00			
	11022		15459	100-3121-57101-				980.00

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8003070	12/18/2025	PRINTED	003383	MICHAEL DEWALSCHE	250.00			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
10943	CA EMSA RENEWAL FEE	225-3122-57101-				250.00		
8003071	12/18/2025	PRINTED	000608	WESTRUX INTERNATIONAL	158.56			
10739	01P228654	100-0000-15203-				12.08		
10741	01P228761	100-0000-15203-				146.48		
8003072	12/18/2025	PRINTED	014203	DIVERSIFIED THERMAL SERVI	8,840.43			
10960	A410524	100-5601-56101-				1,226.88		
10962	S410131	100-5601-56101-				501.72		
10965	S410217	100-5601-56101-				150.00		
10972	S410218	100-5601-56101-				2,258.25		
10976	S410352	100-5601-56101-				738.58		
10978	S410428	100-5601-56101-				300.00		
11165	A410334	100-7203-56999-				720.00		
11166	S410419	100-7203-56999-				2,945.00		
8003073	12/18/2025	PRINTED	019608	DOCUSIGN INC	2,760.00			
10952	111100597419	100-1502-53199-				2,760.00		
8003074	12/18/2025	PRINTED	011271	DOERSCHEL AND ASSOCIATES	2,835.00			
10780	162161	100-1601-55999-				2,835.00		
8003075	12/18/2025	PRINTED	017762	DAVID WILSON'S VILLA FORD	2,059.06			
10853	031492	100-0000-15203-				160.26		
10854	031895	100-0000-15203-				26.33		
10855	031970	100-0000-15203-				325.94		
10856	031969	100-0000-15203-				76.81		
10857	032017	100-0000-15203-				120.01		
10858	089320	100-0000-15203-				70.53		
10999	032064	100-0000-15203-				78.97		
11000	032096	100-0000-15203-				88.89		
11011	032131	100-0000-15203-				173.75		
11012	032205	100-0000-15203-				937.57		
8003076	12/18/2025	PRINTED	002778	PUMPING SOLUTIONS, A DXP	1,521.95			
10730	55532149	600-5802-56101-				1,521.95		
8003077	12/18/2025	PRINTED	025240	EBERHARD EQUIPMENT	726.70			
11159	19848	100-0000-15203-				363.35		
11161	19619	100-0000-15203-				363.35		
8003078	12/18/2025	PRINTED	009593	ELITE EQUIPMENT	751.11			
10789	54136	270-5201-56101-				534.81		
10792	54137	270-5201-56101-				188.63		
11020	54241	270-5201-56101-				27.67		
8003079	12/18/2025	PRINTED	020029	ENVIRONMENTAL CONSTRUCTIO	211,033.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10753		Application No. 23	550-5802-85107-		79,811.46		
	DOC		INVOICE NO	ACCOUNT		AMOUNT		
	10753		Application No. 23	600-5802-85107-		142,328.54		
8003080	12/18/2025	PRINTED	001042	ENVIRONMENTAL SYSTEMS RES	120,657.50			
	10823		900142761	100-1601-56999-		120,300.00		
	11155		R900142760	100-1601-56999-		357.50		
8003081	12/18/2025	PRINTED	020653	EXCEL BACKFLOW SERVICE IN	8,050.10			
	10740		1165911	100-5803-56101-		2,130.10		
	10743		1156486	100-5803-56101-		2,860.00		
	10748		1137746	100-5803-56101-		3,060.00		
8003082	12/18/2025	PRINTED	001639	FACTORY MOTOR PARTS CO	1,093.58			
	10849		12-6906215	100-0000-15203-		576.76		
	10850		11-2064112	100-0000-15203-		257.52		
	10851		11-2064180	100-0000-15203-		6.20		
	10852		12-6908145	100-0000-15203-		10.42		
	10997		12-6911092	100-0000-15203-		105.49		
	11113		11-2064901	100-0000-15203-		137.19		
8003083	12/18/2025	PRINTED	002278	FERGUSON WATERWORKS #1089	8,571.98			
	10754		0065722	600-5802-80101-		120.43		
	10754		0065722	600-5803-80101-		156.55		
	10754		0065722	600-5803-81501-		120.42		
	10754		0065722	600-5803-80101-		445.57		
	10834		0063162-1	600-5802-80101-		1,104.14		
	10834		0063162-1	600-5803-80101-		1,435.39		
	10834		0063162-1	600-5803-81501-		1,104.15		
	10834		0063162-1	600-5803-80101-		4,085.33		
8003084	12/18/2025	PRINTED	005168	FIRE EXTINGUISHING SAFETY	424.34			
	10945		5455	100-3121-56101-		424.34		
8003085	12/18/2025	PRINTED	000002	FLEET SERVICES INC	233.44			
	10683		01P170809	100-0000-15203-		18.15		
	10995		01P171321	100-0000-15203-		215.29		
8003086	12/18/2025	PRINTED	001657	FLEETPRIDE INC	245.65			
	10814		130761035	100-0000-15203-		245.65		
8003087	12/18/2025	PRINTED	013523	FRAZIER MARTIAL ARTS	186.90			
	11106		FALL25P2FRAZIER MA	100-7101-55999-		186.90		
8003088	12/18/2025	PRINTED	002198	GALLS LLC	3,646.02			
	10882		033405975	100-4011-53102-		71.95		
	10883		033405977	100-4011-53102-		327.67		
	10885		033405987	100-4011-53102-		517.97		
	10886		033406016	100-4011-53102-		21.77		
	10887		033406074	100-4011-53102-		13.32		

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10888		033418757	100-4011-53102-				84.02
	DOC		INVOICE NO	ACCOUNT				AMOUNT
	10890		033431383	100-4011-53102-				123.42
	10891		033431406	100-4011-53102-				210.11
	10892		033431407	100-4011-53102-				183.18
	10893		033431409	100-4011-53102-				341.23
	10894		033431440	100-4011-53102-				581.49
	10895		033444077	100-4011-53102-				10.88
	10896		033457422	100-4011-53102-				485.91
	10898		033458957	100-4011-53102-				8.34
	10899		033467930	100-4011-53102-				131.44
	10900		033467967	100-4011-53102-				346.20
	10901		033467982	100-4011-53102-				40.06
	10902		033467984	100-4011-53102-				40.06
	10903		033444006	454-4011-53102-				256.44
	10905		033468618	454-4011-53102-				8.61
	10906		033469485	454-4011-53102-				-158.05
8003089	12/18/2025	PRINTED	002509	GLOBALSTAR USA	544.79			
	11090		000000104022214	100-4011-56201-				544.79
8003090	12/18/2025	PRINTED	002445	GMS ELEVATOR SERVICES	1,630.00			
	10705		126996	100-5601-56101-				815.00
	10707		127357	100-5601-56101-				815.00
8003091	12/18/2025	PRINTED	002442	GRANITE MASTERS	4,850.00			
	11135		OC-1025	100-7203-56999-				750.00
	11136		OC-1125	100-7203-56999-				1,850.00
	11137		OC-0725	100-7203-56999-				750.00
	11138		OC-0825	100-7203-56999-				750.00
	11140		OC-0925	100-7203-56999-				750.00
8003092	12/18/2025	PRINTED	004835	HF & H CONSULTANTS LLC	5,107.50			
	10797		9722577	100-5001-55999-				3,491.75
	10802		9722727	100-5001-55999-				1,615.75
8003093	12/18/2025	PRINTED	007956	AMERICAN HONDA FINANCE CO	599.79			
	11093		483245332 1/13/26	100-4133-56301-				599.79
8003094	12/18/2025	PRINTED	007956	AMERICAN HONDA FINANCE CO	585.79			
	11094		487763993 1/24/26	100-4133-56301-				585.79
8003095	12/18/2025	PRINTED	007956	AMERICAN HONDA FINANCE CO	589.79			
	11095		491544049 1/16/26	100-4133-56301-				589.79
8003096	12/18/2025	PRINTED	007956	AMERICAN HONDA FINANCE CO	550.75			
	11097		493269318 1/29/26	100-4121-56301-				550.75
8003097	12/18/2025	PRINTED	015498	LAUREN HASTINGS	950.40			
	11108		FALL25P1LAURENHASTIN	100-7101-55999-				950.40

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8003098	12/18/2025	PRINTED	016449	HILL, CLAUDE J	1,300.80			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
11110	FALL25P2 JIM HILL	100-7101-55999-				1,300.80		
8003099	12/18/2025	PRINTED	004358	HILLTOP ALARMS INC	5,910.00			
10603	48182	100-7203-56999-				225.00		
10604	48230	100-7203-56999-				225.00		
10605	45906	100-7203-56101-				1,500.00		
10659	48653	100-7203-56101-				1,200.00		
10723	49344	100-5601-56101-				425.00		
10725	49345	100-5601-56101-				425.00		
10726	49348	100-5601-56101-				425.00		
10727	49349	100-5601-56101-				425.00		
10728	49350	100-5601-56101-				425.00		
10729	49377	100-5601-56101-				425.00		
10801	47888	100-7203-56999-				210.00		
8003100	12/18/2025	PRINTED	001513	HINDERLITER, DE LLAMAS &	20,708.68			
11182	SIN050622	100-1842-53202-				20,708.68		
8003101	12/18/2025	PRINTED	025232	LISA HOLDER	526.13			
10619	O2401086	100-0000-20108-				526.13		
8003102	12/18/2025	PRINTED	020709	HUBBELL LENOIR CITY	39,352.46			
10864	446100320	600-5803-56101-				39,352.46		
8003103	12/18/2025	PRINTED	009564	INFOSEND INC	23,979.09			
10717	292327	100-1842-53104-				1,577.68		
10717	292327	100-1842-55104-				1,094.80		
10718	292325	600-1843-53104-				5,435.83		
10718	292325	600-1843-55104-				1,578.93		
10719	297929	600-1843-53104-				9,462.03		
10719	297929	600-1843-55104-				2,737.23		
10722	297931	100-1842-53104-				1,720.94		
10722	297931	100-1842-55104-				371.65		
8003104	12/18/2025	PRINTED	012820	INLAND KENWORTH US INC	53.55			
10996	332015MNP	100-0000-15203-				122.62		
11197	CM326333MNP	100-0000-15203-				-69.07		
8003105	12/18/2025	PRINTED	017338	INTRATEK COMPUTER INC	20,693.66			
10778	20250512	100-1601-55999-				20,693.66		
8003106	12/18/2025	PRINTED	002099	JADTEC SECURITY SERVICES	116.85			
10957	1880263	100-5601-56101-				116.85		
8003107	12/18/2025	PRINTED	020475	JOE MAR POLYGRAPH	1,000.00			
10867	25-057-OPD	100-4011-55000-				500.00		
11081	25-058-OPD	100-4011-55000-				250.00		

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	11192	25-059-OPD		100-4011-55000-			250.00	
8003108	12/18/2025	PRINTED	000803	JOSEPH C TRUXAW & ASSOC	9,825.00			
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	10811	58054		601-5101-85101-			9,825.00	
8003109	12/18/2025	PRINTED	000544	BALLMER & BERKMAN KANE	550.00			
	10974	29504		232-6401-55999-			550.00	
8003110	12/18/2025	PRINTED	000199	KENNEDY EQUIPMENT CO INC	360.93			
	11021	71475		270-5201-53299-			360.93	
8003111	12/18/2025	PRINTED	016844	KILTER TERMITE AND PEST C	160.00			
	10703	651023		100-5601-56101-			160.00	
8003112	12/18/2025	PRINTED	004439	KONICA MINOLTA	614.04			
	11174	48316313		100-2101-56301-			614.04	
8003113	12/18/2025	PRINTED	010008	KRONOS INC	48.09			
	11010	I10010042768		100-3011-55999-			48.09	
8003114	12/18/2025	PRINTED	000209	L N CURTIS & SONS	708.04			
	11158	INV1019998		100-3121-54101-			708.04	
8003115	12/18/2025	PRINTED	015771	KIM LAMOS	180.00			
	11109	FALL25P1 KIM LAMOS		100-7101-55999-			180.00	
8003116	12/18/2025	PRINTED	000222	LIFE-ASSIST INC	11,288.43			
	10946	2022653		100-3122-53101-			2,980.70	
	10946	2022653		225-3122-53101-			6,623.77	
	10946	2022653		225-3215-53101-			1,821.54	
	11177	CM1649807		100-3122-53101-			-137.58	
8003117	12/18/2025	PRINTED	000223	LIFECOM INC	80.00			
	10709	2108011-IN		600-5802-56101-			80.00	
8003118	12/18/2025	PRINTED	007142	LIGHTHOUSE UNIFORM COMPAN	111.25			
	11035	A-330564		100-3011-53102-			118.60	
8003119	12/18/2025	PRINTED	021021	LINEGEAR INC	1,349.57			
	10950	62165		100-3121-54101-			219.81	
	10953	62167		100-3011-53102-			479.49	
	10975	62166		100-3011-53102-			170.78	
	11018	62222		100-3011-53102-			479.49	
8003120	12/18/2025	PRINTED	001092	LUDWIG, DAWNA	2,304.00			
	11105	FALL25P1 DAWNALUDWIG		100-7101-55999-			2,304.00	
8003121	12/18/2025	PRINTED	000239	MAJOR LEAGUE CONSTRUCTION	7,170.00			
	10599	MLS- OCT. (2001-25)		100-7203-56999-			3,360.00	

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10599			MLS- OCT. (2001-25) 105-7203-56999-			1,045.00	
	DOC		INVOICE NO	ACCOUNT			AMOUNT	
	10601			MLS - NOV (2004-25) 100-7203-56999-			2,140.00	
	10601			MLS - NOV (2004-25) 105-7203-56999-			625.00	
8003122	12/18/2025	PRINTED	002661	PANTHER TENNIS	47.52			
	11041			FALL25P2WILLMARINOP2 100-7101-55999-			47.52	
8003123	12/18/2025	PRINTED	019449	PEYTON MARSHALL	484.10			
	10986			PRODEV25/26 100-1401-57102-			484.10	
8003124	12/18/2025	PRINTED	000248	MC FADDEN-DALE INDUSTRIAL	150.20			
	10876			594589/5 600-5802-53201-			150.20	
8003125	12/18/2025	PRINTED	000250	MC MASTER-CARR SUPPLY CO	5,319.18			
	10904			56631832 100-0000-15203-			39.26	
	10911			55918790 720-5401-80301-			4,667.80	
	10956			56402852 400-3121-53199-			162.01	
	11058			56247160 100-0000-15203-			205.31	
	11167			56846378 400-3121-53199-			134.24	
	11175			56933507 400-3121-53199-			41.23	
	11178			56931579 400-3121-53199-			69.33	
8003126	12/18/2025	PRINTED	025237	PETER MECHAEL	480.00			
	10992			PRODEV25/26 100-1401-57102-			480.00	
8003127	12/18/2025	PRINTED	025238	MATTHEW MENCHACA	480.00			
	10988			PRODEV25/26 100-1401-57102-			480.00	
8003128	12/18/2025	PRINTED	001533	MERCHANTS BUILDING MAINTE	4,329.38			
	10825			907672 100-7203-56999-			831.38	
	10826			907623 100-7203-56999-			95.00	
	10828			907605 100-7203-56999-			115.00	
	11131			924069 100-7203-56999-			153.00	
	11132			924114 100-7203-56999-			1,045.00	
	11133			929501 100-7203-56999-			1,425.00	
	11134			924045 100-7203-56999-			665.00	
8003129	12/18/2025	PRINTED	020065	MERIDIAN RAPID DEFENSE GR	14,546.25			
	11116			QUO-R-6719 100-5201-55999-			14,546.25	
8003130	12/18/2025	PRINTED	020909	MES SERVICE COMPANY LLC	3,766.63			
	11036			IN2383721 100-3121-54101-			3,766.63	
8003131	12/18/2025	PRINTED	001867	MISSION LINEN SUPPLY	2,783.59			
	10870			525130067 100-4011-55999-			278.19	
	10958			11/30/25 STMT 134334 100-3121-56107-			289.50	
	10959			11/30/25 STMT 134351 100-3121-56107-			222.72	
	10963			11/30/25 STMT 134315 100-3121-56107-			330.50	
	10964			11/30/25 STMT 134168 100-3121-56107-			207.00	

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10966	11/30/25	STMT 134329	100-3121-56107-			273.90	
	DOC	INVOICE NO		ACCOUNT			AMOUNT	
	10967	11/30/25	STMT 217880	100-3121-56107-			503.44	
	10971	11/30/25	STMT 134170	100-3121-56107-			193.70	
	10973	11/30/25	STMT 134988	100-3121-56107-			196.20	
	11206	525173971		100-4011-55999-			288.44	
8003132	12/18/2025	PRINTED	000793	MITSUBISHI ELECTRIC US IN	651.45			
	10955	548493		100-5601-56999-			651.45	
8003133	12/18/2025	PRINTED	020833	MNS ENGINEERS INC	8,487.50			
	11202	91084		310-6410-55999-			8,487.50	
8003134	12/18/2025	PRINTED	025228	MOLINA HEALTHCARE	441.60			
	10614	O1903633		100-0000-20108-			220.80	
	10615	O1904667		100-0000-20108-			220.80	
8003135	12/18/2025	PRINTED	002619	MUNICIPAL MAINTENANCE EQU	1,426.03			
	11101	044499		100-0000-15203-			1,426.03	
8003136	12/18/2025	PRINTED	000261	MUNICIPAL WATER DISTRICT	12,521.30			
	11037	17961		600-5802-53101-			12,521.30	
8003137	12/18/2025	PRINTED	000909	NATIONAL CONSTRUCTION REN	321.55			
	11126	7995703		100-7203-56301-			321.55	
8003138	12/18/2025	PRINTED	018616	NATIONAL GARAGE DOOR CO	1,420.38			
	11031	178774848		100-3121-56101-			1,420.38	
8003139	12/18/2025	PRINTED	001987	NIEVES LANDSCAPE LLC	30,163.01			
	10080	83322		291-5501-56103-			30,163.01	
8003140	12/18/2025	PRINTED	019237	EDINGER URGENT CARE MEDIC	360.00			
	10924	00084154-00		100-1401-55101-			250.00	
	11128	00084153-00		731-1306-55999-			55.00	
	11195	00080355-00		731-1306-55999-			55.00	
8003141	12/18/2025	PRINTED	001032	NORTH NET FIRE TRAINING	1,257.79			
	10977	2585		100-3121-57101-			1,257.79	
8003142	12/18/2025	PRINTED	017842	OMEGA INDUSTRIAL SUPPLY I	3,155.54			
	10694	166896		100-5601-56999-			1,623.66	
	10695	166884		100-5601-56999-			1,531.88	
8003143	12/18/2025	PRINTED	099996	TABELLO, RAMZI	510.00			
	10712	BL 216945		100-1842-47120-			56.00	
	10712	BL 216945		100-1842-42110-			200.00	
	10712	BL 216945		100-1842-42703-			250.00	
	10712	BL 216945		100-1842-48999-			.40	
	10712	BL 216945		201-6201-48401-			3.60	

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8003144	12/18/2025	PRINTED	020236	ONYX PAVING COMPANY INC	1,402,889.84			

DOC	INVOICE NO	ACCOUNT	AMOUNT
10806	25-035-4	263-5101-87102-	214,579.70
10806	25-035-4	270-5101-87102-	62,086.45
10806	25-035-4	274-5101-87102-	844,375.68
10806	25-035-4	500-5101-87102-	355,684.31
8003145 12/18/2025 PRINTED 017304 OPENGOV INC			85,695.14
10716	22829	100-1601-56999-	85,695.14
8003146 12/18/2025 PRINTED 000096 ORANGE CNTY TREASURER-TAX			5,511.47
11084	STTM003661	100-4011-53299-	1,358.47
11088	SH73107	100-4134-55000-	4,153.00
8003147 12/18/2025 PRINTED 000096 COUNTY OF ORANGE			4,204.72
10701	Z2664839	600-5803-56102-	789.74
10704	Z2664820	600-5803-56102-	1,234.32
10813	Z2555608	263-5101-82001-	1,159.29
10817	Z2664176	263-5101-82001-	159.15
10819	Z2664214	263-5101-82001-	166.74
10821	Z2664251	263-5101-82001-	378.48
11029	Z2664833	600-5803-56102-	135.00
11029	Z2664833	263-5101-82001-	182.00
8003148 12/18/2025 PRINTED 012836 ORANGE COUNTY WINWATER WO			5,528.18
10865	183267 01	600-5803-54101-	3,022.99
10871	182634 01	600-5803-54101-	2,505.19
8003149 12/18/2025 PRINTED 000300 ORANGE ELDERLY SERVICES I			28,610.88
11091	OES-SMP-NOV2025	263-7104-55000-	28,610.88
8003150 12/18/2025 PRINTED 013213 O'REILLY AUTO ENTERPRISES			970.68
10982	November Stmt 2025	100-0000-15203-	970.68
8003151 12/18/2025 PRINTED 002367 GUS ORTIZ			180.00
10714	34850	100-4011-55999-	180.00
8003152 12/18/2025 PRINTED 018645 PACIFIC EH & S SERVICES I			2,100.00
11043	25-1061C	731-1306-55999-	2,100.00
8003153 12/18/2025 PRINTED 001069 PARKHOUSE TIRE INC			912.52
11069	1020301207	100-0000-15203-	912.52
8003154 12/18/2025 PRINTED 019060 PARTS AUTHORITY LLC			2,960.44
10680	November Stmt 2025	100-0000-15203-	2,960.44
8003155 12/18/2025 PRINTED 025230 NITA M PATEL			69.25
10617	02416354	100-0000-20108-	69.25

AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8003156	12/18/2025	PRINTED	001801	ANNA PEHOUSHEK	56.70			
	DOC	INVOICE NO	ACCOUNT			AMOUNT		
	11038	NOVEMBER2025	100-6001-57101-			56.70		
8003157	12/18/2025	PRINTED	012610	AMOS PERRY	150.00			
	11013	11-30 RUNNING SHOES	100-3011-53102-			150.00		
8003158	12/18/2025	PRINTED	025243	KYLE PETERSEN	90.00			
	10721	568311125	600-5802-50999-			90.00		
8003159	12/18/2025	PRINTED	000314	PETE'S ROAD SERVICE INC	1,613.13			
	10820	25-0885869-00	100-5401-56999-			525.00		
	10869	25-0884890-00	100-0000-15203-			2,259.40		
	10869	25-0884890-00	100-5401-56999-			303.00		
	10880	25-0885805-00	100-0000-15203-			787.64		
	10884	25-0886579-00	100-5401-56999-			221.47		
	11049	CM25-0871639-00	100-0000-15203-			-2,483.38		
8003160	12/18/2025	PRINTED	002458	PROFORCE LAW ENFORCEMENT	5,239.96			
	10875	590617	355-4011-80101-			5,239.96		
8003161	12/18/2025	PRINTED	017564	PROTELESIS CORP	3,928.70			
	10783	29894788	100-1601-56999-			3,928.70		
8003162	12/18/2025	PRINTED	014484	PROVISIO LLC	864.00			
	10773	114981	100-1601-56999-			864.00		
8003163	12/18/2025	PRINTED	016080	RAPIDS EXPRESS ORANGE, LP	582.00			
	11060	212	100-5401-56999-			582.00		
8003164	12/18/2025	PRINTED	019651	RC EMPIRE CORP INC	70.00			
	10843	4807	100-5401-56999-			70.00		
8003165	12/18/2025	PRINTED	025016	RCR TRAFFIC SPECIALIST	195.83			
	10691	13213	100-5201-53201-			63.57		
	11076	13307	100-5201-53201-			38.79		
	11085	13244	100-5201-53201-			73.27		
	11089	13241	100-5201-53201-			20.20		
8003166	12/18/2025	PRINTED	001580	REACH EMPLOYEE ASSISTANCE	1,330.00			
	10118	122537	100-1401-55999-			1,330.00		
8003167	12/18/2025	PRINTED	000331	RED WING BUSINESS ADVANTA	416.43			
	11044	855ST1-2891450	730-1306-54101-			179.39		
	11194	855ST1-2954106	730-1306-54101-			237.04		
8003168	12/18/2025	PRINTED	017584	LEXISNEXIS	1,103.00			
	10803	3096128049	100-1301-55105-			1,103.00		
8003169	12/18/2025	PRINTED	020543	RENEWELL FLEET SERVICE LL	196.27			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10745	8813	100-0000-15203-			196.27	
8003170	12/18/2025	PRINTED	009419 RHA LANDSCAPE ARCHITECTS	1,760.00			
	DOC	INVOICE NO	ACCOUNT				AMOUNT
	10609	122685	510-7201-84101-				1,760.00
8003171	12/18/2025	PRINTED	015095 SEAN ROBERTS	43.08			
	11016	12-05 RUNNING SHOES	100-3011-53102-				43.08
8003172	12/18/2025	PRINTED	014233 ENRIQUE ALBERT ROMO	365.00			
	10699	25 MEMBERSHIP DUES	601-5301-57104-				251.00
	10702	25 CSM-1 RENEWAL FEE	601-5301-57104-				114.00
8003173	12/18/2025	PRINTED	000351 ROSEBURROUGH TOOL INC	755.62			
	10794	829293	263-5201-53201-				755.62
8003174	12/18/2025	PRINTED	012750 S & J SUPPLY COMPANY INC	565.69			
	10831	S100261144.001	600-5803-81999-				565.69
8003175	12/18/2025	PRINTED	018597 SAN JUAN, CLYDE	151.80			
	11112	FALL25P2CLYDESANJUAN	100-7101-55999-				151.80
8003176	12/18/2025	PRINTED	001006 SASE COMPANY INC	987.31			
	10696	INV383938	263-5201-53201-				987.31
8003177	12/18/2025	PRINTED	020179 SCHINDLER ELEVATOR CORP	2,015.58			
	10733	4607311694	100-5601-56101-				2,015.58
8003178	12/18/2025	PRINTED	020179 SCHINDLER ELEVATOR CORP	2,873.00			
	10912	4623213735	100-5601-56101-				2,873.00
8003179	12/18/2025	PRINTED	000372 SELMAN CHEVROLET CO	169.85			
	10985	648613	100-0000-15203-				44.17
	10987	649435	100-0000-15203-				84.16
	11114	649088	100-0000-15203-				41.52
8003180	12/18/2025	PRINTED	000372 SELMAN CHEVROLET CO	422.56			
	10735	648854	100-0000-15203-				422.56
8003181	12/18/2025	PRINTED	004604 SHRED-WISE INC	100.00			
	10119	4612101625	100-1401-53101-				50.00
	11123	17620102725	100-1301-53101-				50.00
8003182	12/18/2025	PRINTED	007856 SIDEPATH INC	618.75			
	11150	25499	100-1601-55999-				618.75
8003183	12/18/2025	PRINTED	020300 SIGNAL HILL AUTO ENTERPRI	3,870.81			
	10807	154627	100-0000-15201-				3,870.81
8003184	12/18/2025	PRINTED	014719 SITEONE LANDSCAPE SUPPLY	2,502.60			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10863		159711181-001	100-7203-53201-			1,512.33	
	DOC		INVOICE NO	ACCOUNT				AMOUNT
	10868		160145617-001	100-7203-53201-				290.58
	10874		159711181-002	100-7203-53201-				611.29
	10877		160551927-001	100-7203-53201-				88.40
8003185	12/18/2025	PRINTED	017192	SKC WEST INC	161.31			
	11183		0057330-IN	100-3121-56101-				161.31
8003186	12/18/2025	PRINTED	009672	SMITH PIPE & SUPPLY INC	3,780.48			
	10935		4315582	100-7203-53201-				803.98
	10938		4315583	100-7203-53201-				333.26
	10939		4315158	100-7203-53201-				1,195.12
	11142		4321836	100-7203-53201-				146.83
	11143		4320707	100-7203-53201-				1,301.29
8003187	12/18/2025	PRINTED	025227	DOLORES SOBIESKI TRUST	200.00			
	10613		O2414005	100-0000-20108-				200.00
8003188	12/18/2025	PRINTED	016994	SOCAL AUTO & TRUCK PARTS	562.40			
	10677		November Stmt 2025	100-0000-15203-				562.40
8003189	12/18/2025	PRINTED	020443	SOCAL SCADA SOLUTIONS LLC	8,390.00			
	11070		2025033	600-5802-55101-				8,390.00
8003190	12/18/2025	PRINTED	016802	SOUTHERN CALIFORNIA SHRED	130.00			
	10872		296271	100-4011-55999-				130.00
8003191	12/18/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	27,500.28			
	9968		IN-0000807510	100-0000-15204-				27,500.28
8003192	12/18/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	1,119,563.00			
	11185		CY25 Q2	100-0000-40511-				1,119,563.00
8003193	12/18/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	3,204,323.00			
	11186		CY25 Q3	100-0000-40511-				3,204,323.00
8003194	12/18/2025	PRINTED	000386	SOUTHERN COUNTIES OIL CO	16,372.11			
	10844		IN-0000257037	100-0000-15204-				1,402.95
	10845		IN-0000257059	100-0000-15204-				2,944.88
	10991		IN-0000257281	100-0000-15204-				3,624.33
	10993		IN-0000259415	100-0000-15204-				8,399.95
8003195	12/18/2025	PRINTED	020829	SP PLUS CORPORATION	32,089.87			
	10866		83559-I1-1125F	100-4141-55999-				32,089.87
8003196	12/18/2025	PRINTED	025229	SISTERS OF ST JOSEPH ORAN	499.32			
	10616		O2506150	100-0000-20108-				499.32
8003197	12/18/2025	PRINTED	000877	INMARK	20.97			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	11025		IV00582568	100-4131-53199-				22.19
8003198	12/18/2025	PRINTED	000396	STATE OF CALIF DEPT OF JU	763.00			
	DOC		INVOICE NO	ACCOUNT				AMOUNT
	10925		010278	100-1401-55101-				763.00
8003199	12/18/2025	PRINTED	000396	STATE OF CALIF DEPT OF JU	677.00			
	11086		008309	100-4011-55999-				677.00
8003200	12/18/2025	PRINTED	000397	STATE WATER RESOURCES	21,150.00			
	9843		WD-0310373	601-5805-55999-				21,150.00
8003201	12/18/2025	PRINTED	001303	SUNRISE MULTISPECIALIST M	225.00			
	11050		00202245-00	731-1306-55999-				160.00
	11051		00202374-00	731-1306-55999-				65.00
8003202	12/18/2025	PRINTED	020105	SUPERIOR PAVEMENT MARKING	4,614.00			
	10795		21583	100-5201-56999-				4,614.00
8003203	12/18/2025	PRINTED	000402	SUSAN SAXE-CLIFFORD PHD	900.00			
	10923		25-1215-2	100-1401-55101-				900.00
8003204	12/18/2025	PRINTED	002978	TARGET SOLUTIONS LEARNING	11,675.00			
	11180		INV131505	100-3112-55999-				11,675.00
8003205	12/18/2025	PRINTED	001619	TERMINIX PROCESSING CENTE	860.00			
	11001		466473121	100-3121-56101-				111.00
	11003		466473122	100-3121-56101-				105.00
	11004		466473123	100-3121-56101-				101.00
	11005		466473124	100-3121-56101-				95.00
	11006		466473125	100-3121-56101-				92.00
	11007		466473126	100-3121-56101-				133.00
	11008		466473127	100-3121-56101-				109.00
	11009		466473128	100-3121-56101-				114.00
8003206	12/18/2025	PRINTED	018234	THE HUB OC	24,018.08			
	10914		92	412-6431-55999-				24,018.08
8003207	12/18/2025	PRINTED	016551	TIRE HUB LLC	1,108.57			
	10822		55189743	100-0000-15203-				1,108.57
8003208	12/18/2025	PRINTED	001635	TOM'S RADIATOR SERVICE	3,981.36			
	10983		46480	100-5401-56999-				3,981.36
8003209	12/18/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	498.35			
	11098		010272E8364 1/8/26	100-4121-56301-				498.35
8003210	12/18/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	498.54			
	11100		010272C5688 1/18/26	100-4132-56301-				498.54

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8003211	12/18/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	491.77			
	DOC	INVOICE NO		ACCOUNT				AMOUNT
	11103	010272A1808 1/11/26		100-4133-56301-				491.77
8003212	12/18/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	533.78			
	11099	010272E6125 1/3/26		100-4133-56301-				533.78
8003213	12/18/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	498.74			
	11102	010272B3581 1/21/26		100-4133-56301-				498.74
8003214	12/18/2025	PRINTED	000413	TOYOTA FINANCIAL SERVICES	498.76			
	11104	010272C4596 1/3/26		100-4132-56301-				498.76
8003215	12/18/2025	PRINTED	020135	TRULY NOLEN OF AMERICA IN	159.00			
	10732	712143620		100-5601-56999-				159.00
8003216	12/18/2025	PRINTED	002977	TYLER TECHNOLOGIES INC	15,700.00			
	10772	045-545455		600-1843-80201-				1,600.00
	10779	045-545941		600-1843-80201-				4,800.00
	10782	045-546972		600-1843-80201-				2,298.03
	10782	045-546972		790-1601-80299-				7,001.97
8003217	12/18/2025	PRINTED	000001	U S ARMOR CORP	4,270.47			
	11210	51462		100-4011-54101-				4,270.47
8003218	12/18/2025	PRINTED	001563	ULINE	1,391.26			
	10715	201199583		100-4134-53199-				1,391.26
8003219	12/18/2025	PRINTED	013781	ULTIMATE MAINTENANCE SERV	23,516.00			
	10088	35979		100-5601-56104-				23,516.00
8003220	12/18/2025	PRINTED	009462	UNITED AUTOMOTIVE SERVICE	436.55			
	10688	137652		100-5401-56999-				101.70
	10697	137712		100-5401-56999-				114.95
	10700	137719		100-5401-56999-				109.95
	11107	137831		100-5401-56999-				109.95
8003221	12/18/2025	PRINTED	005542	UNITED INDUSTRIES	94.63			
	10756	240754		600-5803-81999-				94.63
8003222	12/18/2025	PRINTED	000944	UNITED PARCEL SERVICE	123.13			
	11184	00005733W1495 2026		100-4141-53199-				29.05
	11184	00005733W1495 2026		100-3011-53199-				14.41
	11184	00005733W1495 2026		100-0000-53104-				79.67
8003223	12/18/2025	PRINTED	019230	UNITED RENTALS INC	3,644.70			
	10692	256233015-001		263-5201-53201-				331.81
	10693	256187724-001		263-5201-53201-				353.36
	10796	2560409379-001		263-5201-53201-				404.03
	10832	256519849-001		600-5803-56301-				334.24

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	10879		256632252-001	600-5803-56301-			325.60	
	DOC	INVOICE NO	ACCOUNT				AMOUNT	
	11068	256729428-001	263-5201-53201-				682.49	
	11071	256449767-001	263-5201-53201-				1,213.17	
8003224	12/18/2025	PRINTED	020753	UNITED SAFETY SERVICES	344.36			
	11045	224918	730-1306-54101-				86.09	
	11046	224916	730-1306-54101-				86.09	
	11048	224914	730-1306-54101-				172.18	
8003225	12/18/2025	PRINTED	000551	V & V MANUFACTURING INC	209.23			
	11079	63492	100-4011-53102-				136.94	
	11080	63511	100-4011-53102-				72.29	
8003226	12/18/2025	PRINTED	020534	EXPERT AUTO GLASS	130.00			
	10763	21792	100-5401-56999-				65.00	
	10769	21803	100-5401-56999-				65.00	
8003227	12/18/2025	PRINTED	025245	ALEJANDRO VARJAS	1,000.00			
	10836	ENT25-0068	100-0000-20106-				1,000.00	
8003228	12/18/2025	PRINTED	016163	VERITIV OPERATING COMP	2,858.65			
	10800	069-50190005	100-0000-15201-				1,506.43	
	10800	069-50190005	100-3121-53101-				676.11	
	10800	069-50190005	100-5201-53201-				676.11	
8003229	12/18/2025	PRINTED	019036	VERITONE INC	16,000.00			
	10713	1043369	100-4011-53202-				16,000.00	
8003230	12/18/2025	PRINTED	001845	VERIZON WIRELESS	9,975.29			
	11200	6130715573	100-1201-56201-				38.86	
	11200	6130715573	100-1601-56201-				336.79	
	11201	6130749484	100-6301-56201-				419.70	
	11201	6130749484	100-6201-56201-				230.35	
	11201	6130749484	210-6301-55105-				219.04	
	11203	6130647533	100-5001-56201-				1,823.91	
	11203	6130647533	601-5301-56201-				1,086.58	
	11203	6130647533	270-5201-56201-				737.33	
	11203	6130647533	100-5401-56201-				155.23	
	11203	6130647533	100-5101-56201-				38.81	
	11203	6130647533	601-1601-80299-				38.80	
	11204	6130749486	600-5802-56201-				2,948.43	
	11205	6130664441	100-7001-56201-				1,746.02	
	11207	6130647532	100-1822-56201-				155.44	
8003231	12/18/2025	PRINTED	025239	MANNY VILLA	480.00			
	10984	PRODEV25/26	100-1401-57102-				480.00	
8003232	12/18/2025	PRINTED	009050	VULCAN MATERIALS CO	235.35			
	11023	5261041	263-5201-53201-				235.35	

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
8003233	12/18/2025	PRINTED	000431	W W GRAINGER INC	1,709.12			
DOC	INVOICE NO	ACCOUNT				AMOUNT		
10757	9739032218	600-5802-56102-				268.76		
10816	9733873864	100-0000-15203-				12.28		
11075	9739523752	600-5802-56102-				1,900.54		
11181	CM9646333147	600-5802-56102-				-472.46		
8003234	12/18/2025	PRINTED	002319	WATERLINE TECHNOLOGIES	4,474.72			
10762	5773821	600-5802-53201-				759.08		
10764	5773819	600-5802-53201-				1,052.50		
10765	5773814	600-5802-53201-				414.62		
10768	5773811	600-5802-53201-				478.41		
10770	5773808	600-5802-53201-				510.30		
10771	5773807	600-5802-53201-				318.94		
10775	5773806	600-5802-53201-				940.87		
8003235	12/18/2025	PRINTED	025247	PAR WEST	327.00			
11212	EP25-0463	100-5102-42804-				327.00		
8003236	12/18/2025	PRINTED	000439	WEST COAST ARBORISTS INC	1,920.00			
11024	237250	600-5501-56103-				1,920.00		
8003237	12/18/2025	PRINTED	000440	WEST COAST SAND & GRAVEL	4,690.98			
10711	908815	600-5803-81999-				4,033.28		
10731	909188	600-5803-81999-				657.70		
8003238	12/18/2025	PRINTED	018330	WILCOX SUPPLY INC	168.32			
10790	327928-1	100-0000-15203-				168.32		
8003239	12/18/2025	PRINTED	001759	WITTMAN ENTERPRISES LLC	101,120.37			
11187	2508022	100-3122-47301-				10,437.10		
11187	2508022	225-3215-47301-				16,324.68		
11188	2509022	100-3122-47301-				12,204.94		
11188	2509022	225-3215-47301-				19,089.77		
11191	2510022	100-3122-47301-				16,794.91		
11191	2510022	225-3215-47301-				26,268.97		
8003240	12/18/2025	PRINTED	002801	YO FIRE SUPPLIES	3,705.58			
10969	1036788	600-5803-81999-				2,777.87		
10979	1036839	600-5803-81999-				201.45		
10980	1036788-01	600-5803-81999-				111.31		
10981	1036835	600-5803-81999-				614.95		
8003241	12/18/2025	PRINTED	001153	ZOLL MEDICAL CORPORATION	8,904.22			
11162	4383262	225-3122-53101-				2,524.04		
11162	4383262	400-3122-80101-				1,514.43		
11164	4389489	225-3122-53101-				3,041.10		
11164	4389489	400-3122-80101-				1,824.65		

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
12172025	12/17/2025	WIRE	000384	SOUTHERN CALIF EDISON CO	31,325.94			

DOC	INVOICE NO	ACCOUNT	AMOUNT
11160	12/17/25	100-0000-56205-	31,148.53
11160	12/17/25	600-5802-56205-	177.41

230 CHECKS	CASH ACCOUNT TOTAL	7,595,228.10	.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
230 CHECKS	FINAL TOTAL	7,595,228.10	.00

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

Agenda Item

Orange City Council

Item #: 3.3. 1/13/2026 **File #:** 25-0687

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 December 09, 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

- December 09, 2025 Regular Meeting minutes

Agenda Item

Orange City Council

Item #: 3.3. 1/13/2026 **File #:** 25-0687

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 December 09, 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

- December 09, 2025 Regular Meeting minutes

MINUTES

City of Orange

Orange City Council

December 09, 2025

The City Council of the City of Orange, California convened on Tuesday, December 9, 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: Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Absent: Bilodeau

Councilmember Gutierrez joined Closed Session at 5:05 p.m.

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 Mayor pro tem Bilodeau who was absent, and Councilmember Gutierrez who joined Closed Session at 5:05 p.m., to discuss the following:

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

None.

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5. ADJOURNMENT

Closed Session was adjourned at 5:59 p.m.

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6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

Mayor Slater called the meeting to order at 6:03 p.m.

1.1 INVOCATION

Given by Vicar Micah Raebel from St. John's Lutheran Church of Orange.

1.2 PLEDGE OF ALLEGIANCE

Led by Councilmember Barrios.

1.3 ROLL CALL

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

1.4 PRESENTATIONS/ANNOUNCEMENTS

Friends of Orange Public Library Presentation to the Orange Public Library

1.5 REPORT ON CLOSED SESSION ACTIONS

None.

2. PUBLIC COMMENTS

Councilmember Tavoularis left the dais at 6:17 p.m. and returned at 6:20 p.m.

Public Speakers:
Greg Arrowsmith spoke about the need for sound financial policies.
Mary Oberschlake spoke about the right to due process.
Craig Attanasio spoke about federal immigration issues.
Ric Olsen discussed events of the American Revolution.
Joshua Cosmas discussed concerns with implementing paid parking in the Old Towne area.
Doug Redding encouraged a viable safety plan for Plaza Park.

Written Public Comments
Janice Brownfield highlighted Abound Food Care's efforts to reduce food waste and aid ecologic resilience.
Sherry Panttaja, President, Orange Park Association submitted a letter clarifying the Association's position on Agenda Item 3.9 on the July 22, 2025 City Council agenda.

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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.

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.

ACTION: Ratified the accompanying registers.

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

ACTION: Approved minutes as presented.

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

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

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

ACTION: 1) Approved 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 authorized the Mayor and City Clerk to execute on behalf of the City.
2) Authorized 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) Approved 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

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

ACTION: Approved 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 authorized the Mayor and City Clerk to execute on behalf of

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the City.

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

ACTION: Approved the amendment to Development Agreement No. 0010-24 with OC Reclamation LLC; and authorized the Mayor and City Clerk to execute on behalf of the City.

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

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

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

ACTION: 1) Accepted 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) Authorized 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

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

ACTION: 1) Accepted 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) Authorized the appropriation of $23,450 to General Fund (100):
100-2102-80101-262102-20 Furniture, Machinery & Equipment

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

Written Comment
Leslie Manderscheid submitted an ecomment for this item.

ACTION: Approved 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 authorized the Mayor and City Clerk to execute on behalf of the City.

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

Written Comment
Leslie Manderscheid submitted an ecomment for this item.

ACTION: Approved 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 authorized the Mayor and City Clerk to execute on behalf of the City.

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

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

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.

This item was removed from the Consent Calendar by Councilmember Gyllenhammer for separate consideration. He briefly discussed his reasoning on the item and thanked Orange community member Shirley Grindle for her efforts in monitoring local campaign finance.

ACTION: A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to adopt Ordinance No. 19-25. The motion carried by the following vote:The motion carried by the following vote:

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

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

ACTION: Received and filed 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.

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.

Written Comment
Leslie Manderscheid submitted an ecomment for this item.

ACTION: Adopted 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

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Comprehensive Transportation Funding Program.

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

ACTION: Adopted 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.

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.

ACTION: 1) Adopted 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) Adopted 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.

Approval of the Consent Calendar

Item 3.14 was removed from the Consent and heard separately. All other items were approved as recommended.
A motion was made by Councilmember Gutierrez, seconded by Councilmember Gyllenhammer, to approve the Consent Calendar. The motion carried by the following vote:

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

END OF CONSENT CALENDAR

* * * * * * * *

4. REPORTS FROM MAYOR SLATER

None.

5. REPORTS FROM COUNCILMEMBERS

5.1. Highlight Local Business (Gutierrez)

Councilmember Gutierrez highlighted the following local business: Orange Friendly Animal Hospital

5.2. Other Councilmember Reports

Councilmember Gutierrez featured a social media tour of Fire Station 4.

Councilmember Barrios received consensus for the Council to consider an agreement with Townsend Public Affairs and asked it be included on the January 13 agenda.

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Councilmember Tavoularis received consensus to add a hot meal resource page to the City website during the holiday season.

6. AB 1234 REPORTS

None.

7. REPORTS FROM BOARDS, COMMITTEES, AND COMMISSIONS

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

A motion was made by Councilmember Dumitru, seconded by Councimember Gutierrez, to 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. The motion carried by the following vote:

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

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

Councilmember Barrios abstained from the vote on this item due to a potential conflict with employment.

Mayor Slater confirmed the current representative, Sean Chavarria, wished to be reappointed for the two-year term.

A motion was made by Councilmember Dumitru, seconded by Councilmember Gutierrez, to appoint Sean Chavarria to the Orange County Mosquito and Vector Control District Board of Trustees for a two-year term commencing at noon on January 5, 2026, and ending January 3, 2028. The motion carried by the following vote:

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

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.

Elizabeth Holloman, Orange Chamber of Commerce, Tracey Curtis, Orange Plaza Rotary and Wendi Forrest, Assistance League of Orange presented to the City Council and responded to questions about the operations plan and timeline for a combined event.

Public Speakers:
Pat Buttress encouraged collaboration for a combined event.
Brandy Romero encouraged purchasing safety bollards for future City event use.

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A motion was made by Councilmember Gyllenhammer, seconded by Councilmember Barrios, to direct staff to develop and negotiate a production agreement for a combined event. The motion carried by the following vote:

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

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.

Monika Troncoso, Housing Manager with MNS Engineers, responded to Council's questions regarding implementing a similar program for residential properties.

Mayor Slater opened the Public Hearing at 7:18 p.m. There being no speakers, he closed the Public Hearing.

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to:
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 Fa?ade Program activity.
2) Allocate $100,000 to the Community Development Business Fa?ade 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.
The motion carried by the following vote:

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

10. ADMINISTRATIVE REPORTS

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

Public Comments
Davis Tran, VP Operations at C3 Office Solutions discussed efforts to preserve the

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contract with the City.
Mark Leestma, Major Account Executive at Canon Solutions America, Inc., outlined price discrepancies he found in the proposed contract.

Steven Scardina, IT Manager, responded to Council's questions regarding the public bidding process and the potential reduction of devices. Councilmember Barrios suggested the development of a policy to address procurement and the Request for Bids/Proposals (RFB/RFP) process.

A motion was made by Councimember Barrios, seconded by Councimember Tavoularis, to: 1) Direct staff to negotiate an agreement for copier lease and managed print services with C3 Office Solutions, LLC for a two year term with a one year optional extension and; 2) Procure the next agreement for these services through the request for proposal (RFP) process. The motion carried by the following vote:

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

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

The Council discussed automatic permits for local high schools, reassigning refused permits and the language regarding affiliate organizations. Senior Assistant to the City Manager Jack Morgan spoke to how the wholesaler identifies and assigns booth locations.

Public Speaker:
Brandy Romero suggested dividing all proceeds equally among permit holders.

A motion was made by Mayor Slater, seconded by Councilmember Gutierrez, to 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 as amended by removing the automatic permit for Orange Lutheran High School and issuing any declined automatic high school permit to the Orange Community Foundation for a period of one year. The motion carried by the following vote:

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

RECESS: The City Council recessed at 8:09 p.m. and reconvened at 8:25 p.m. with all Members present except Mayor Pro Tem Bilodeau who was absent.

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

Budget Manager Michelle Kresan provided a powerpoint presentation.

The City Council received and filed the report.

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

Senior Assistant to the City Manager Jack Morgan provided a powerpoint presentation.

The City Council received and filed the report.

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

City Manager Jarad Hildenbrand briefly discussed the City's efforts to capitalize on investments.

The City Council received and filed the report.

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.

Senior Assistant to the City Manager Jack Morgan provided a powerpoint presentation.

Council discussed the three fold increase recommended for dollar amount thresholds and City Manager signing authority. Councilmember Barrios requested the development of a procurement policy.

Staff was directed to revise the language of the ordinance to reflect a two-fold increase in existing dollar amount thresholds and City Manager signing authority and present for first reading at a future meeting.

12. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:23 p.m.

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.

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JENNIFER CONNALLY
DEPUTY CITY CLERK

DANIEL R. SLATER
MAYOR

Agenda Item

Orange City Council

Item #: 3.4. 1/13/2026 **File #:** 25-0656

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Agreement with Bucknam Infrastructure Group, Inc for Pavement Management Consulting Services for Fiscal Year 2025-2026 through Fiscal Year 2029-2030.

2. SUMMARY

This agreement authorizes Bucknam Infrastructure Group, Inc to provide services to update the City's Pavement Management Program for Fiscal Year 2025-2026 through Fiscal Year 2029-2030.

3. RECOMMENDED ACTION

Approve agreement with Bucknam Infrastructure Group, Inc in the amount of $139,067.00 for Pavement Management Consulting Services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is $32,443.00 and will be funded through Transportation System (TSIP) (287):

287-5704-87101-265093 Pavement Management Program Survey

This agreement is for five years totaling $139,067.00, payable in three installments of $32,443 in FY26, $32,443 in FY28, and $74,181 in FY30. Future installments will be requested in conjunction with the annual operating budget.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

A critical element of the City's Pavement Management Program (PMP) is the assessment of the streets and roadways conditions maintained throughout the City. To comply with Orange County Transportation Authority's (OCTA) Measure M2 program funding requirements, the City needs to maintain and continually update the local Pavement Management Program. Industry and OCTA guidelines recommend inspection of arterial streets every two years, and residential and industrial streets and alleys every 5 to 7 years. The last Master Plan of Arterial Highways (MPAH) pavement condition inspection was completed in August 2024. Therefore, a complete re-inspection of MPAH is warranted.

The information gathered from this survey will be incorporated into the City's Pavement Database to evaluate and update the Pavement Condition Index (PCI). The PCI number is utilized by staff in preparing the annual overlay and slurry roadway maintenance programs, as well as other arterial and local street rehabilitation grant programs.

The City requested proposals from three pavement engineering consulting firms and received two technical engineering proposals. The Consultants were evaluated on project understanding, relevant experience, work progress activity schedule, proposal format, and insurance coverage. After reviewing the proposals, staff recommend awarding the pavement engineering contract to Bucknam Infrastructure Group, Inc. Their approach to the project, knowledge of project issues, and familiarity with the City Pavement Database make them the top selection for completing this project. Bucknam Infrastructure Group, Inc. is currently providing PMP-related services to 70 local agencies in Southern California with Mr. Peter Bucknam currently serving as project manager to 16 cities in Orange County.

The ranking of the proposals is listed below.

1. Bucknam Infrastructure Group, Oceanside, CA
2. Nichols Consulting Engineers, Chtd., Fountain Valley, CA

Bucknam Infrastructure Group, Inc. is committed to meeting our project schedule with work expected to begin in January 2026 and the project completed in 60 calendar days.

7. ATTACHMENTS

- Professional Services Agreement

Agenda Item

Orange City Council

Item #: 3.4. 1/13/2026 **File #:** 25-0656

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

THRU: **Jarad Hildenbrand, City Manager**

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7. ATTACHMENTS

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
[Pavement Management Survey Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2026 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and BUCKNAM INFRASTRUCTURE GROUP, 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 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.

Dien Vu, Senior Civil Engineer ("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 ONE HUNDRED THIRTY-NINE THOUSAND SIXTY-SEVEN DOLLARS and 00/100 ($139,067.00) 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, but may withhold 10% of any invoice until all work is completed, which sum shall be paid within thirty (30) days of completion of the work and 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, only Peter J. Bucknam or "qualified persons" shall perform work 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**. Contractor agrees to commence the work provided for in this Agreement within ten (10) days of the date herein above stated and to diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or 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. **Liquidated Damages**. Contractor shall pay City, or have withheld from monies due it, as liquidated damages, the sum of One hundred Dollars ($100.00) per day for each and every calendar day delay in finishing the work within the time specified, including any written extensions which may be granted, in writing, in accordance with this Agreement.

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.

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 ($1,000,000.00) 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 ($1,000,000.00); 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 One Million Dollars ($1,000,000.00]) 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"
Bucknam Infrastructure Group, Inc. 3548 Seagate Way, Suite 230 Oceanside, CA 92056 Attn.: Peter Bucknam	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Dien Vu
Telephone: 760-216-6529 E-Mail: Peter@bucknam-inc.com	Telephone: 714-744-5551 E-Mail: dvu@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"	**"CITY"**
BUCKNAM INFRASTRUCTURE GROUP, INC., a California corporation	CITY OF ORANGE, a municipal corporation
*By:_____ Printed Name: PETER BUCKNAM Title: PRESIDENT	By:_____ Daniel R. Slater, Mayor
*By:_____ Printed Name: PETER BUCKNAM Title: SECRETARY	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.]

PROJECT REQUIREMENTS

Scope of Work:

The purpose of this RFP is to enter into a contract with a consultant firm to updated and maintain the current Pavement Management Program (PMP). The Consultant will provide the City of Orange with biennial comprehensive report and the required documentation that will be submitted to the Orange County Transportation Authority (OCTA). All tasks in this RFP shall be completed on a biennial schedule. The Consultant will have 12 weeks to complete the work from the date of the Notice to Proceed.

The PMP must include:

A. The current status of road pavement conditions
B. A seven-year plan for road maintenance and rehabilitation (including projects, funding, and any unfunded backlog of pavement needs)
C. The projected pavement condition resulting from the maintenance and rehabilitation plan
D. Alternative strategies and costs necessary to improve road pavement conditions

Task 1 – Project Orientation

Meet with the City to discuss details of project expectations, project development, implementation and scheduling

Task 2 – Conduct Pavement Condition Survey

Pavement data collection and inspection shall be conducted via a windshield survey in a vehicle at slow speeds (5 to 10 mph) for all City maintained MPAH routes, local streets (collector, industrial, residential) and alleys. Private streets and County roadways will not be included. Updates to the PMP pavement conditions shall be based on Micro Pavers distress manual identification guide for all asphalt and concrete surfacing. The survey shall capture work history and deteriorated conditions.

City of Orange Street System Network:

Pavement Class	Centerline Miles	# of Sections
MPAH	95.9	480
Residential & Industrial	222.6	1,897
Alleys	11.5	109
Total	330.0	2,486

Task 3 – Roadway Verification Survey

During the inspection of the roadways, the Consultant shall obtain measurements of each street width, length, and surface classification; this data shall be compared with existing database information. Discrepancies in the pavement data shall be tabulated and reviewed by the Consultant and City prior to updating the PMP data file. The Consultant shall provide confirmation that the total length of street centerline millage is consistent in both the GIS and the PMP database. Any new streets accepted by the City or those that exist but have been left out of the previous database shall be entered into the new database. The Consultant shall separate the Industrial streets from the residential streets, for this reporting period as the current PMP has them grouped under on category.

Task 4 – Pavement Management Report

Prepare a report, which documents the condition of all pavement segments inventoried including the surface types and provide a separate citywide pavement condition index for each surface type, i.e. asphalt concrete, Portland cement concrete, etc. A sample report is available for review at the City. The consultant shall adhere to the OCTA Countywide Pavement Management Plan Guidelines March 2025 requirements.

A list of all maintenance and repair work completed within the past two (2) years will be provided by the City, and the Consultant shall enter that information into the PMP database. The Consultant will receive recent construction cost information from the City from recent projects that include similar work for their use.

The Consultant shall identify the type of maintenance, rehabilitation, or replacement treatments required for each street segment, and the estimated cost of performing alternative treatments. Current unit cost for the various types of maintenance and repair work shall be calculated, and added to the database.

Task 5 – Status Meetings

The Consultant shall meet with the City's Project Manager during the field review process for the purpose of reviewing progress and resolving any issues/questions regarding the street inspection. The Consultant shall be prepared to submit monthly updates, and completed inspection work. The City will conduct random surveys from the data received for quality control. If discrepancies are found a conflict resolution meeting will be requested.

Other Conditions:

1. All fees for each phase shall include labor, materials, reprographics, and meetings. All approved deliverables shall become the property of the City of Orange.
2. As part of the proposal, Consultant shall provide an activity schedule showing project milestones and completion time conforming to the event schedule.
3. A copy of the City's standard Consultant Services Agreement is attached. The Agreement must be fully executed prior to the start of this project. Proposers responding to this RFP are strongly advised to review all of the terms and conditions contained in the form of the agreement. Any modifications to the agreement language shall be included as part of the proposal.
4. A sample insurance document checklist is also provided with this RFP. Proof of insurance shall be provided by the selected firm prior to execution of an Agreement.

THE CONSULTANT PROPOSAL:

In order to maintain uniformity of the proposals, the Consultant shall discuss and organize topics outlined as follows:

- Cover Letter
- Project Understanding
- Relevant Experience
- Consultant Project Team
- Work Progress Activity Schedule

1. The proposal discussing the topics above shall contain no more than twenty (20) pages on 8½"x11" sheets, hardbound cover or GBC bound. Text font size shall be no smaller than 10 points. Supplementary sheets including resumes may be inserted at the end of the proposal.
2. Consultant shall include with the proposal names of all sub-consultants and list the specific areas they will work on. City reserves the right to approve final selection of all sub-consultants.
3. As part of the proposal, Consultant shall provide a project schedule showing the tasks, project milestones, and completion time for accomplishing the required tasks matching the sequence of deliverables.
4. Selected Consultant shall provide insurance documents per the attached checklist prior to contract award.

The City shall provide:

1. Existing Micro Paver Data File
2. City base maps and GIS pavement layering files
3. City Street Map
4. Sample of Pavement Management Report

Deliverables:

1. Updated Micro Paver Data File
2. Updated City base maps and GIS pavement layering files
3. Four (4) copies of the Comprehensive Pavement Management Plan Report formatted to meet City Requirements (Arterial, Residential, Industrial Streets and Alleys)
4. Eight (8) copies of the Pavement Management Plan formatted to meet OCTA Countywide PMP Guidelines

Miscellaneous:

1) Meetings and coordination will be ongoing for the duration of the project. Consultant will be available as needed to insure that the project goals are met. The scheduled meetings do not preclude Consultant or City Project Manager to call for intermediate meetings to resolve issues at hand. All minutes of the meetings will be prepared by the Consultant and forwarded to the City's Project Manager for review and approval

2) Progress payments shall be based on the sequence of deliverables as follows:

- 50% of total payment after satisfactory completion of Phase 1 (Survey)
- 50% of total payment after satisfactory completion of Phase 2 (PMP Report)

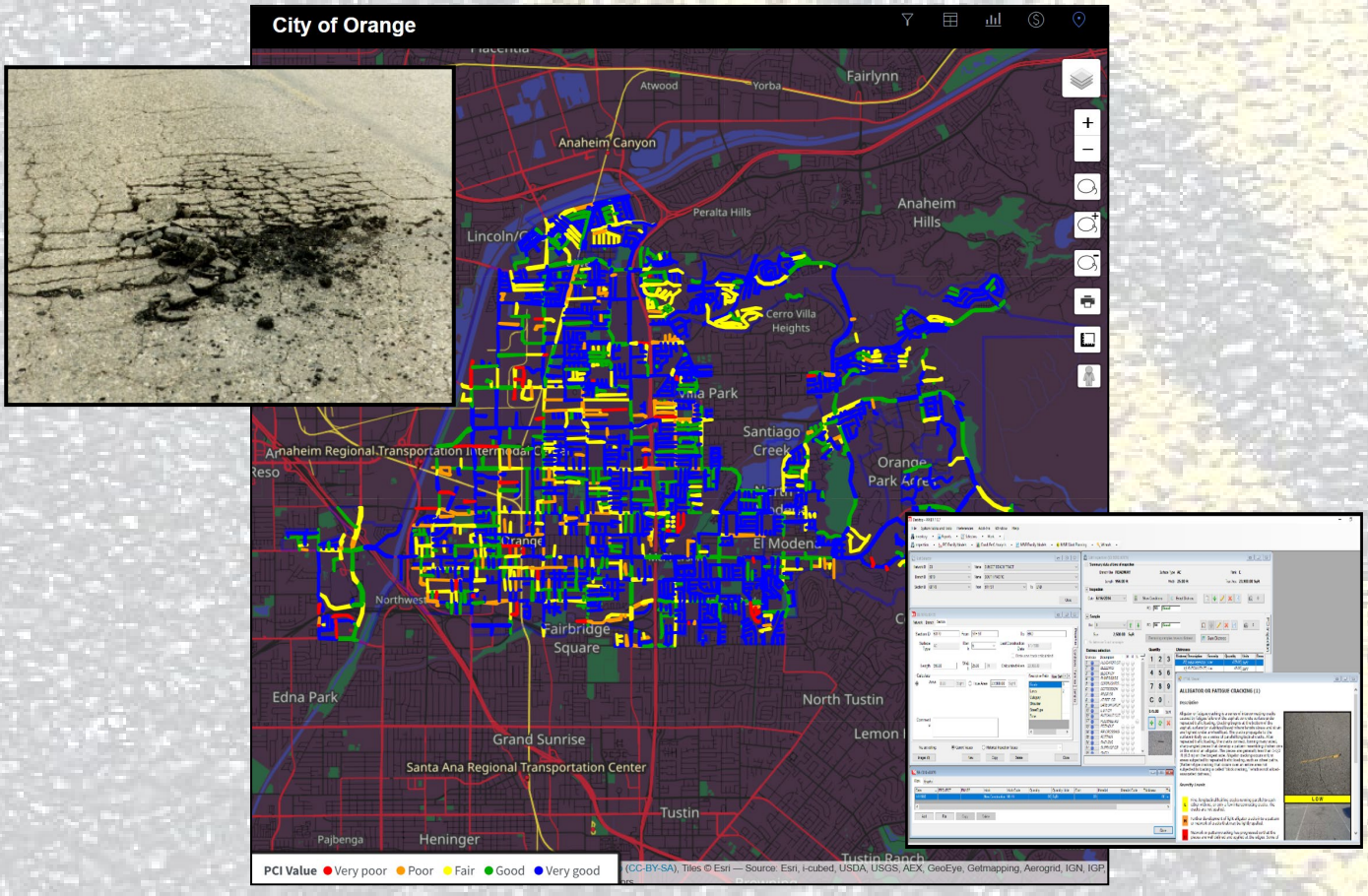
3) Scope of work and all related Project Files and Reports shall be completed within 60 calendar days from Notice to Proceed , excluding City review time, *100 Calendars days will be allowed for FY 2029-2030*. The Consultant shall have monies due it withheld as liquidated damages in the sum of $100.00 per day for each calendar day delay in finishing the work within the time specified in the event schedule

PROPOSAL FOR PAVEMENT MANAGEMENT PROGRAM (PMP) CONSULTING SERVICES FY 25/26 TO FY 29/30

City of Orange, CA
November 3, 2025

Submitted by:
Bucknam Infrastructure Group, Inc.

BUCKNAM
INFRASTRUCTURE GROUP, INC

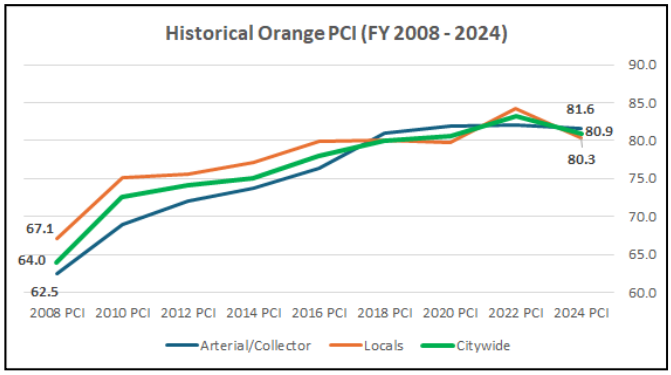


Project Understanding & Approach

As the City of Orange infrastructure matures, the City's staff is striving to update the City's Pavement Management Program (PMP) through cost effective condition surveys, engineering cost evaluation, Arterial CIP and "neighborhood" budgetary reporting and work history updates within the PMP database. **Bucknam's experience through adherence to scope, schedule and cost have proven itself over the past twenty-seven (27) years of PMP service to Southern California local agencies.**

The City requires a team that will continue to not only survey the defined sections using cost-conscious methodologies but will create a comprehensive program that includes the enhancement of your multi-year PMP CIP, neighborhood maintenance, essential data for PS&E bid document preparation, MyRoads® publication and the knowledge of the inner workings of your MicroPAVER PMP software.

As shown to the right, Bucknam has been a key asset in aiding the City manage its PMP over the past twenty (20) years. The City PMP Team has generated a 17 point PCI increase since 2008; our goal for this project is to continue this success and identify what levels of annual revenue are needed to sustain the high condition levels thru FY 2033.



Bucknam will provide these services through our proactive and accurate update of your PMP; we will address the City's primary goals of:

- Updating MicroPAVER with 2025 maintenance data, segmentation improvements and inspections;
- Enhancing the Orange PMP database with 2024 to 2026 work history data entries;
- Surveying approx. 95.9 miles of Arterial / Collector sections during FY 2025-26 & FY 2027-28. Additionally, approx. 330 miles of Arterial / Collector, Local and Alley sections during FY 2029-30;
    - Verifying / Updating pavement centerline and metric data (PMP vs. GIS);
    - Generating Pavement Condition Index (PCI) ratings for each segment;
- Developing a proactive preventative slurry seal / overlay rehabilitation schedules based on existing/current capital funding allocations;
- Establishing solid recommendations for current / future maintenance and rehabilitation needs;
- Utilizing the City's existing/current funding to generate a seven (7) year Capital Improvement Program (CIP);
- Recommending alternative maintenance budgets that demonstrate realistic return-on-investments (ROI), i.e., increase PCI and maintain PCI models, etc.

- Updating the Orange MyRoads® PMP web-portal application

We have defined detailed phases to the scope of work in accordance to the City's RFP;

1. Project Implementation
2. Client Satisfaction
3. Scope of Work (Major Tasks)

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in updating a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Orange, it will be essential to establish, up front, the Public Works Department-Engineering division's pavement management priorities. Our team will set up a Project Kickoff meeting with City staff (i.e. Martin Varona, P.E. / PMP Team) to discuss and review in detail the expectations of the project, technical approach, section ID / GIS management & surveys, district/zone maintenance, MicroPAVER upgrades & use, deliverables within the scope of work and the review of schedule.

This effort will build consensus between the Public Works and Engineering staff as well as build stronger Arterial CIP and Local neighborhood maintenance programs that complement large Public Works CIP projects and annual maintenance projects.

Additional key topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data; its current and future use, MyRoads®, survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels and desired service levels. Bucknam currently has access to the City's most recent MicroPAVER database and will utilize it for project set up.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, committee, City Council and status meetings) – minimum of eight (8) hours; Field review meetings; additionally bi-monthly progress status reports will be delivered to the City project manager.

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include a total of 10 miles of QC during FY 2025-26). Our QC process involves checking the field crews' work in a "blind study" fashion. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. PCI variance reporting will be performed where previous PCI data will be compared to newly inspected 2025-26 PCI data; if PCI's vary more than ten (10) points per year Bucknam

staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval). **Since we are collecting distress information on our field tablets with the Orange PMP database live, our staff will perform several quality control tests within MicroPAVER using a sample set of the City of Orange's street distress data.** This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

Over the past two years, Bucknam has submitted over fifty (50+) OCTA/METRO compliant reports for Orange and LA County municipalities, they include:

Orange County PMP Clients (Current)		
Brea	La Palma	Rancho Santa Margarita
Costa Mesa	Orange	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capostrano	La Habra
Huntington Beach	Laguna Woods Village	Fullerton
Seal Beach	Santa Ana	Placentia
Buena Park	Cypress	Stanton
	Garden Grove	
Los Angeles County PMP Clients (Current)		
Long Beach	Alhambra	El Segundo
Duarte	Culver City	Lomita
Rancho Palos Verdes	Downey	Glendora
Signal Hill	Pomona	Sierra Madre
Monterey Park	Hermosa Beach	South Pasadena
Compton	Lynwood	Norwalk
Monrovia	Rosemead	Bellflower
Lawndale	Covina	Beverly Hills
La Verne	South Gate	La Habra Heights
San Marino	Temple City	South El Monte
West Covina	Commerce	Lakewood
Gardena	Manhattan Beach	Whittier
	Bell	

Our surveys follow the accepted ASTM D6433 procedure requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Our staff attends the OCTA PMP Distress Training Classes held each year, 2011 thru 2025.

In May 2025 our staff was acknowledged as "qualified inspectors and firm" to prepare PMP's compliant with the OCTA Countywide Pavement Management Guidelines (this certification/compliance runs through June 2027).

Additionally, Bucknam was selected by the Orange County Transportation Authority (OCTA) in 2022 to perform a 10-year Pavement Management Plan analysis on ALL 35 Orange County local agencies PMP's.

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Public Works department. Project success is created by delivering on three main factors;

1) Adherence to scope tasks and deliverables
2) Performing to the standard set by the Project Schedule; and
3) Controlling costs.

Our Project Manager will follow each of these factors throughout the duration of the project. **Bucknam's experience through adherence to scope, schedule and budget have proven itself over the past twenty-seven (27) years of PMP service to Southern California local agencies.**

Deliverable: Project Status Updates, as stated in Task 1.2

3) Scope of Work (Major Tasks)

TASK 3.1: Update Maintenance and Rehabilitation Activities

The City will provide Bucknam with a complete listing of all major work (overlay, slurry, etc.) in hard copy/digital format to Bucknam for updating specific section work histories and PCI ratings. Bucknam will review all maintenance and rehabilitation projects completed and/or scheduled by the City since the last PMP update in 2024; this will include work history updates on arterials and locals. Our staff will enter the necessary work history updates as mentioned above (i.e. data entry of maintenance / rehabilitation activities) into your MicroPAVER database.

Deliverable: Update PMP data, Work History report

TASK 3.2: Pavement Condition Surveys

First and foremost, the verification of the City's pavement segmentation is one of the key priorities for this project. Based upon the PMP/GIS section polygons Bucknam established during the 2020 PMP update (SF verifications), and with two years between major inspections, it will be essential to assess the Orange PMP segmentation. This quality control effort will confirm that section true area SF quantities remain accurate and reliable.

This will in turn create more accurate PCI's, engineering project cost estimations and total centerline / square footages of the PMP network. We will review/assess new and/or missing

streets previously excluded from the last PMP update and create the necessary segmentation within the PMP database + GIS links.

Once the pavement segmentation has been verified, the necessary inspections will be performed. Our survey methodology will include the following approach based on ASTM D6433 guidelines:

1. **Windshield / Walking -** All sections are surveyed through "two-pass test" windshield / walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

Surveying methods will be conducted by remaining consistent with ASTM D6433 & the Army Corp of Engineers AC/PCC sampling guidelines while being flexible to current City requirements. All sample locations are observed through windshield / walking surveys; samples areas will cover a minimum of 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. The following Orange pavement sections are to be surveyed for the upcoming PMP updates:

- **2025-26** - The inspection of approximately 95.9 miles of MPAH segments will be performed; OCTA PMP report will be submitted prior to June 30, 2026
    - Survey will be completed within the 60 calendar day requirement
- **2027-28 –** The inspection of approximately 95.9 miles of MPAH segments will be performed; OCTA PMP report will be submitted prior to June 30, 2028
    - Survey will be completed within the 60 calendar day requirement
- **2029-30** - The inspection of approximately 330 miles of MPAH segments will be performed; OCTA PMP report will be submitted prior to June 30, 2030
    - Survey will be completed within the 100 calendar day requirement
    - Alleys will be surveyed during the 2029-30 fiscal year

Our use of MicroPAVER tablet units allows our staff to collect pavement data with the City of Orange's MicroPAVER database live in the field. Updated PMP data/inspections are transferred immediately to the Bucknam's PMP Dashboard and can be reviewed at any time for quality control and management. **Our Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance the project schedule and other portions of the project such as True Area SF calcs, CIP reporting, MicroPAVER training and on-call services.**

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below (OCTA survey guidelines will be followed):

2. **Field Attribute Data (updated and/or verified)**
    - Street name, from/to, indicating the assigned limits of the section
    - Street ranking indicating arterial, collector, local, # of lanes, surface type (AC, PCC)
    - Historical PCI tracking from previous inspections and 2025-26 PCI inspections
    - Segment quantities, indicating the length, width and area of the section
3. **Conditional data will be evaluated for all street segments and will include:**

- ASTM D6433 20 AC & 19 PCC distresses by type, severity and extent
- Sampling/conditional data typically pulled from edge-of-pavement to edge-of pavement sample areas
- PCI ratings (0-100), taking into account the surface condition, level of distress

We welcome staff members from the City of Orange to join our surveys. All pavement data will be entered into the City's MicroPAVER licensed software (purchased through this contract). All items listed above will be maintained by our staff for the duration of this project.

4. Section Distress and PCI Reporting

Upon 60% and 100% completion of the required condition surveys, we will prepare draft PCI Reports and PCI GIS maps that document the conditions of all pavement segments. This report will provide the necessary data for Bucknam and the City to use and determine projected street rehabilitation and maintenance project locations.

The City and our staff will review the PCI reports to ensure that all inventory data is correct and the project is running smoothly. Our PCI Reporting will include:

- PCI Report – Sorted by Name (A to Z), PCI Order (0-100), Zone (1, 2, 3);
- Work history report; and
- GIS Maps presenting PCI's by section.

Once the City has reviewed, assessed and commented on the draft report, we will address all requested revisions and deliver the final reports.

Deliverable: Citywide PCI reports, compliant OCTA PCI reports, PCI Variance report

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 3.3: Maintenance and Rehabilitation Assessment / Priorities

We will assist the City in developing the most cost-effective preventive maintenance and rehabilitation strategies necessary to achieve the desired level of serviceability. This will be accomplished by meeting with the City to discuss and strategize maintenance/rehabilitation activities that are currently being used by the City. Based on the City's current AC & PCC applications, and other maintenance practices used, we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network.

We will update the Orange MicroPAVER "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance/rehabilitation approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within PMP software based on functional class (i.e. arterial, collector and local) and age. Our staff will review the Orange deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class data.

All maintenance practices/unit costs and scheduled projects will be integrated into the PMP and will be derived from the most recent construction bids. We will account for inflation rates when long-term revenue projections are made. Our Project Manager/Principal will work closely with the City in defining sound engineering-based repair and rehabilitation strategies for each fiscal

year and for each defined PMP zone within the network. **Once the repair/rehabilitation strategies have been defined, a 7-year Arterial/Local Forecast Maintenance & Rehabilitation (FMR) recommendations will be generated.** The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's FY 2025-2030 Pavement CIP
- Present pavement conditions; desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit / ROI of individual strategies (minimum of three (3) scenarios)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary findings/recommendations that satisfy OCTA guidelines
- Local "Neighborhood Zone" fiscal year reporting/improvement scheduling
- Future routine maintenance needs based on projected deterioration rates

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis.

TASK 3.4: Citywide CIP / OCTA Compliance Budget Reports

We will deliver the Final Report to the City which will be essential for staff reference and use as well as being presented in a way that is beneficial for elected officials/upper management. **This report will assist the City in complying with OCTA guidelines and submittal requirements.** The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team. The report will provide the City with information on:

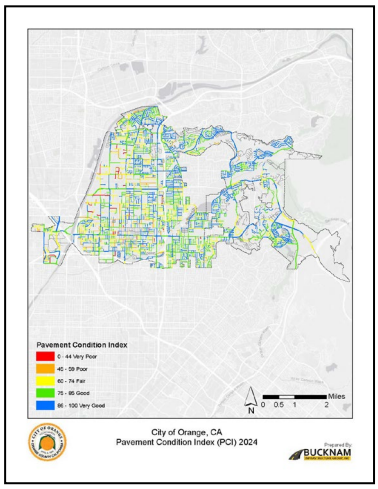
- Identify present performance status of the entire network (section by section) as well as historical PCI performance;
- Current inventory and pavement conditions indices (PCI) for all road classes;
- Projected / feasible annual rehabilitation programs for street maintenance for a 7-yr period (Forecast Maintenance Reports FY 2026-2033) that show the largest return on investment and acceptable levels of service;
  - This will include a minimum of three (3) total scenarios;
- Modeling and comparison of budget scenarios typically include:
  - Current City FY 2026-2033 pavement budget;
  - Maintain current PCI;
  - Increase current PCI to a desired level;
- Each scenario will focus on optimizing the citywide PCI while staying within the City's annual budget forecast;
- Strategies and recommendations for the City's CIP/maintenance programs and procedures, including a preventive maintenance schedule;

- Recommended action plan for future PMP updates and Arterial/Collector & Local survey schedules;
- Representation of forecasted scenarios within GIS mapping;
- Supporting documentation required by OCTA;
- A detailed breakdown of deferred maintenance (backlog); and

Deliverable: Four (4) copies and one (1) digital copy of the Final Pavement PMP Report (.pdf), will be sent to the City and final digital copies of the project related GIS files.

TASK 3.5: PMP – GIS Mapping

As an enhancement and proactive approach to this project, our staff will update the Pavement-GIS link between MicroPAVER, MyRoads® and the City's GIS Enterprise. Bucknam has access to the 2024 PMP-GIS shapefile; this allows our staff to immediately utilize the file and prepare for internal PMP editing, survey and reporting. The maps described below will be incorporated into the City's Final PMP report:



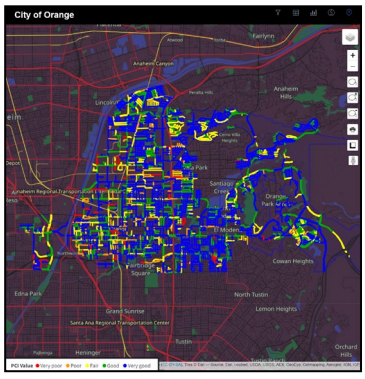
- PCI condition values for every section
- Work History identifications
- 7-yr Arterial / Local Rehabilitation and Slurry Seal Programs
- Functional classification and surface type maps

Once the Pavement Segmentation Report is finalized, we will update the necessary MicroPAVER-GIS linkages. By using the unique Street ID's within MicroPAVER and the City's ESRI PMP shapefile ID's, we will update the one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise.

Deliverable: Complete GIS files/themes based on list above (project .mxd/shapefiles).

TASK 3.6: Orange MyRoads® PMP Web-Portal

Orange MyRoads® Web-Portal - Bucknam's MyRoads® is a great match for Orange PMP today and the future. **MyRoads® brings your PMP data to life within a dynamic dashboard! Bucknam has shown the 2024 Orange MyRoads® account in active use!**



Bucknam now provides all our PMP clients with a unique and agency driven "MyRoads®" web-portal that provides instantaneous access to your pavement management database. This "dashboard" allows users to toggle through individual sections via GIS mapping selections, zone queries, rank selection, PCI ranges, etc. to review all section metrics,

latest/previous inspections, work histories generate filtered PCI reports and identify potential maintenance costs based upon your unique needs.

This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Orange PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.

In summary, MyRoads® allows the user to perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of sections through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI
    - Display critical street / sidewalk / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.
- Displays all final GIS project maps (PCI, work history, 7-yr forecasted maintenance, etc.)
- Bucknam will train Orange staff in the simple use of the MyRoads® dashboard**.**

Deliverable: PMP software training, field and internal technical support

OPTIONAL SERVICES

TASK 3.7: Citywide Sidewalk Management Services

Sidewalk Management Program Support

With the City continuing its biennial PMP requirement Bucknam will provide Sidewalk Management services to aid our upcoming Pavement inspections. **Due to the fact that our staff will be actively surveying the street/PMP network, Bucknam is proposing to reduce our typical citywide sidewalk survey fees by 20% since our staff can perform both the street and sidewalk surveys simultaneously.** Bucknam will initially need to develop a clear and accurate citywide Sidewalk GIS layer that represents where known sidewalk locations are. This will require Bucknam to digitize sidewalk locations that will be represented by GIS polylines. This first year effort will be

to update the existing citywide sidewalk polyline layer that will in turn continue upon our sidewalk inspections.

Our staff will utilize the City's available street segmentation data within MicroPAVER to establish the sidewalk segmentation, survey and schedule. Our staff will utilize additional data such as the City's GIS centerline, aerial imagery and other viable data that will assist our internal sidewalk GIS layer development and field operations.

All sidewalk inventory and distress data will be collected through the use of our hand-held GPS units. Through the use of ArcPad, our Trimble GPS unit utilizes a data capture screen to record all inventory and inspection data define by the scope of work. Once the sidewalk segmentation has been assessed and verified, the inspection of approximately 561 miles of sidewalk segments will be performed (based on 330 miles of streets with 85% of the sections having sidewalks on both sides). Bucknam will coordinate/perform the sidewalk and pavement management surveys together for efficiency. **We welcome staff members from the City of Orange to join our surveys.**

Our use of mobile **GPS Handheld/Tablet units allows our staff to collect sidewalk data with the City of Orange's database live in the field**. At the end of the day all electronic data is transferred to our office for quality control and management. We can produce Sidewalk GIS Distress locations at any time during the survey for City QC and/or review.

Section Distress and Condition Reporting

At 50% and 100% Bucknam will generate Sidewalk / ADA Ramp Location / Distress Reports for City staff review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

Deliverable: Defined Priority criteria, updated citywide Sidewalk GIS layer, Citywide Sidewalk Distress Reports, Recommended repairs; GIS Distress/Deficiency maps.

Critical Path Method (CPM) Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Project schedule may be adjusted based upon the notice to proceed date. **Bucknam will comply with the City's 60 and 100 calendar project completion deadlines defined by fiscal year.**

Task Name	1-Dec	7-Dec	11-Dec	15-Dec	20-Dec	27-Dec	7-Jan	17-Jan	25-Jan	5-Feb	15-Feb
BASE SCOPE OF WORK											
1) Project Implementation											
Task 1.1 - Project Kickoff	X										
Assess PMP data / Establish Survey											
Task 1.2 - Project Status Meetings - Quality Control											
Project Status Meetings	X				X			X			
2) Client Satisfaction											
Task 2.1 - Project Deliverables								X		X	X
3) Scope of Work											
Task 3.1 - Update Maintenance and Rehabilitation Activities											
Assessment of PMP Database											
Task 3.2 - True Area PMP Segment Calculation											
Pavement Condition Surveys:											
95.9 Miles (Arterial/Collector MPAH Network)											
PCI Reporting						30%		60%		100%	
Quality Control Checks											
Develop Recommended Improvement Program											
Task 3.3 - Maintenance and Rehabilitation Assessment / Priorities											
Update Maintenance & Rehab Activities											
Task 3.4 - Citywide CIP / OCTA Compliance Budget Reports											
City Review of Draft Final Report											
Project Status Meeting					X			X		X	X
Delivery of Final CIP Report											
Task 3.5 - PMP - GIS Mapping											
Task 3.6 - Orange MyRoads® PMP Web-Portal											
Optional Services											
Task 3.7 - Citywide Sidewalk Management Services											

With a completed survey, the Bucknam Infrastructure Group team will work with you to establish a PMP that provides specific, manageable pavement segments, detailed maintenance schedules of needed repairs and cost-conscious rehabilitation recommendations. This will assist your staff in preparing budget estimates required to complete the scheduled work for fiscal year 2025-26 and beyond.

Proposed Fee

Task Items 1 through 3 can be accomplished on a **time and materials, not-to-exceed basis** in accordance with the standard hourly rate schedule attached. Our anticipated fee is projected to be $139,067 for the duration of the contract. We have included our fee schedule below for the City's consideration.

Bucknam Infrastructure Group - Detailed Labor and Fee Breakdown
City of Orange, CA
2025-2030 Pavement Management Program Consulting Services

PROPOSED FEE/PAYMENT COST PROPOSAL

Bucknam Infrastructure Group - PROJECT FEE BY TASK BY PERSONNEL					Discipline 1						
	Task Description	Project Principal-In-Charge	Project Manager	GIS Manager	GIS Analyst	Field Technician	Field Technician	QA/QC	Clerical / Administrative	TOTAL HOURS Bucknam	TOTAL FEE Bucknam
	Burdened Hourly Rate	$ 331.00	$ 235.00	$ 175.00	$ 162.00	$ 115.00	$ 115.00	$ 115.00	$105.00		
FISCAL YEAR 2025-26: Pavement Management Program (PMP) Services											
Task 1.1	Project Kickoff		1			1				2	$ 350.00
Task 1.2	Project Status Meetings / Quality Control Program	1	4	2	2			14		23	$ 3,555.00
Task 2.1	Project Deliverables	1	2	2	1	2			1	9	$ 1,648.00
Task 3.1	Update Maintenance and Rehabilitation Activities		2	1			10			13	$ 1,795.00
Task 3.2	Pavement Condition Surveys (approx. 95.9 miles)		2	2		22	98			124	$ 14,620.00
	Roadway Verification Survey - Completed FY 2020					2	2			4	$ 690.00
Task 3.3	Maintenance and Rehabilitation Assessment / Priorities		4							4	$ 940.00
Task 3.4	Citywide CIP / OCTA Compliance Budget Reports		24	2		2			1	29	$ 6,325.00
Task 3.5	PMP - GIS Mapping		1	1		4				6	$ 870.00
Task 3.6	Orange MyRoads® PMP Web-Portal									0	$ 300.00
	Reimbursable (mileage, materials, equipment)										$ 1,350.00
	SUBTOTAL	**2**	**40**	**10**	**3**	**33**	**110**	**14**	**2**	**214**	**$ 32,443.00**
FISCAL YEAR 2027-28: PMP Services											
Task 1.1	Project Kickoff		1			1				2	$ 350.00
Task 1.2	Project Status Meetings / Quality Control Program	1	4	2	2			14		23	$ 3,555.00
Task 2.1	Project Deliverables	1	2	2	1	2			1	9	$ 1,648.00
Task 3.1	Update Maintenance and Rehabilitation Activities		2	1			10			13	$ 1,795.00
Task 3.2	Pavement Condition Surveys (approx. 95.9 miles)		2	2		22	98			124	$ 14,620.00
	Roadway Verification Survey					2	2			4	$ 690.00
Task 3.3	Maintenance and Rehabilitation Assessment / Priorities		4							4	$ 940.00
Task 3.4	Citywide CIP / OCTA Compliance Budget Reports		24	2		2			1	29	$ 6,325.00
Task 3.5	PMP - GIS Mapping		1	1		4				6	$ 870.00
Task 3.6	Orange MyRoads® PMP Web-Portal									0	$ 300.00
	Reimbursable (mileage, materials, equipment)										$ 1,350.00
	SUBTOTAL	**2**	**40**	**10**	**3**	**33**	**110**	**14**	**2**	**214**	**$ 32,443.00**
FISCAL YEAR 2029-30: PMP Services											
Task 1.1	Project Kickoff		2			1				3	$ 585.00
Task 1.2	Project Status Meetings / Quality Control Program	1	4	2	2			36		45	$ 6,085.00
Task 2.1	Project Deliverables	1	3	2	1	2			2	11	$ 1,988.00
Task 3.1	Update Maintenance and Rehabilitation Activities		2	2			12			16	$ 2,200.00
Task 3.2	Pavement Condition Surveys (approx. 330 miles)		4	3		65	335			407	$ 47,465.00
	Roadway Verification Survey					2	3			5	$ 690.00
Task 3.3	Maintenance and Rehabilitation Assessment / Priorities		6							6	$ 1,410.00
Task 3.4	Citywide CIP / OCTA Compliance Budget Reports		30	3		3			1	37	$ 8,025.00
Task 3.5	PMP - GIS Mapping		2	1	4	6				13	$ 1,983.00
Task 3.6	Orange MyRoads® PMP Web-Portal									0	$ 300.00
	Reimbursable (mileage, materials, equipment)										$ 3,450.00
	SUBTOTAL	**2**	**53**	**13**	**7**	**79**	**350**	**36**	**3**	**543**	**$ 74,181.00**
	TOTAL BASE FEE (without optional items)										**$ 139,067.00**
OPTIONAL ITEMS											
Task 3.7	Citywide Sidewalk Management Services										$ TBD
	SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
	TOTAL LABOR	**6**	**133**	**33**	**13**	**145**	**570**	**64**	**7**	**971**	**$0**
	TOTAL ESTIMATED FY 2025-2030 COSTS (Total includes Base & Optional cost items)										**$139,067**

Should the City desire to increase the service level above the hours outlined above for the Task items 1 through 3 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties.

Standard Hourly Rate Schedule

Category	*Rate*
Principal	$ 331
Pavement Management Project Manager	235
Senior Project Manager	225
Management Analyst	190
Project Engineer / Planner	180
Sr. Engineer / GIS Manager / Sr. Inspector	175
Assistant Engineer / Sr. Technician / GIS Analyst	162
CADD Operator	125
Field / GIS Technician	115
Administrative Assistant	105
Clerical / Word Processing	105

Reimbursables

Mileage	$0.81/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 7/1/25

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T: (760) 216-6529
www.bucknam-inc.com

Agenda Item

Orange City Council

Item #: 3.5. 1/13/2026 **File #:** 25-0682

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Sean deMetropolis, Fire Chief**

1. SUBJECT

Agreement with the City of Anaheim for the administration of the 2024 Fiscal Year Urban Areas Security Initiative Grant Program.

2. SUMMARY

The City of Anaheim serves as the Grant Administrator for the Anaheim and Santa Ana Urban Area within the federally funded Urban Areas Security Initiative Grant Program. Approval of the 2024 Grant Transfer Agreement establishes the administrative structure required for the City of Orange to participate in the regional homeland security program, receive and manage eligible resources funded through the program, and meet all federal and state compliance obligations.

3. RECOMMENDED ACTION

Approve the agreement with the City of Anaheim for the administration of the 2024 Urban Areas Security Initiative Grant Program; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

There is no impact to the General Fund. All costs and reimbursements associated with the Urban Areas Security Initiative Grant will continue to be processed through established grant accounts in accordance with approved grant guidelines.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

Objective1.10: Strengthen Interagency Coordination and response.

6. DISCUSSION AND BACKGROUND

The Anaheim and Santa Ana Urban Area receives annual funding through the Urban Areas Security Initiative (UASI) to enhance regional preparedness, response, and recovery capabilities. The City of Anaheim administers this funding and coordinates the distribution of eligible resources and program requirements on behalf of participating jurisdictions, including the City of Orange.

The 2024 UASI Grant Transfer Agreement outlines the responsibilities of both cities in administering the program. The agreement authorizes the City of Anaheim to transfer or reimburse eligible equipment, planning efforts, training, and related resources that fall within the scope of the initiative.

Section 202 of the agreement describes the manner in which goods, services, and reimbursements may be provided to the City of Orange.

The agreement further requires compliance with federal procurement standards, documentation and reporting obligations, inventory management requirements, and retention of grant-related records. These requirements are set forth in Sections 202, 301, and 412. Execution of the agreement maintains the City of Orange's participation within the Anaheim and Santa Ana Urban Area and ensures the City's continued alignment with state and federal grant administration requirements.

7. ATTACHMENTS

- Agreement with the City of Anaheim for the 2024 UASI Grant Program

Agenda Item

Orange City Council

Item #: 3.5. 1/13/2026 **File #:** 25-0682

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Sean deMetropolis, Fire Chief**

1. SUBJECT

Agreement with the City of Anaheim for the administration of the 2024 Fiscal Year Urban Areas Security Initiative Grant Program.

2. SUMMARY

The City of Anaheim serves as the Grant Administrator for the Anaheim and Santa Ana Urban Area within the federally funded Urban Areas Security Initiative Grant Program. Approval of the 2024 Grant Transfer Agreement establishes the administrative structure required for the City of Orange to participate in the regional homeland security program, receive and manage eligible resources funded through the program, and meet all federal and state compliance obligations.

3. RECOMMENDED ACTION

Approve the agreement with the City of Anaheim for the administration of the 2024 Urban Areas Security Initiative Grant Program; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

There is no impact to the General Fund. All costs and reimbursements associated with the Urban Areas Security Initiative Grant will continue to be processed through established grant accounts in accordance with approved grant guidelines.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

Objective1.10: Strengthen Interagency Coordination and response.

6. DISCUSSION AND BACKGROUND

The Anaheim and Santa Ana Urban Area receives annual funding through the Urban Areas Security Initiative (UASI) to enhance regional preparedness, response, and recovery capabilities. The City of Anaheim administers this funding and coordinates the distribution of eligible resources and program requirements on behalf of participating jurisdictions, including the City of Orange.

The 2024 UASI Grant Transfer Agreement outlines the responsibilities of both cities in administering the program. The agreement authorizes the City of Anaheim to transfer or reimburse eligible equipment, planning efforts, training, and related resources that fall within the scope of the initiative.

Section 202 of the agreement describes the manner in which goods, services, and reimbursements may be provided to the City of Orange.

The agreement further requires compliance with federal procurement standards, documentation and reporting obligations, inventory management requirements, and retention of grant-related records. These requirements are set forth in Sections 202, 301, and 412. Execution of the agreement maintains the City of Orange's participation within the Anaheim and Santa Ana Urban Area and ensures the City's continued alignment with state and federal grant administration requirements.

7. ATTACHMENTS

- Agreement with the City of Anaheim for the 2024 UASI Grant Program

AGREEMENT

SUB-RECIPIENT: CITY OF ORANGE

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2024 Standard Grant Assurances
Exhibit A-1	Standard Assurances Addendum
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying
Exhibit D	Supplemental Grant Subaward Information

Agreement Number:_____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR

REIMBURSEMENT OF TRAINING COSTS

FOR FY2024 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND CITY OF ORANGE

THIS AGREEMENT is made and entered into this ___ day of _____ 20___, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and CITY OF ORANGE ("SUB-RECIPIENT").

W I T N E S S E T H

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2024 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2024 Urban Areas Security Initiative" FAIN # EMW-2024-SS-05088 under the Homeland Security Grant Program from the federal Department Of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2024 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
https://www.fema.gov/grants/preparedness/homeland-security/fy-24-nofo

California Office of Emergency Services "FY2024 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2024-HSGP-State-Supplement-updated-12.18.24.pdf

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist

them in building an enhanced and sustainable capacity to prevent, prepare for, protect against, and respond to threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2024 UASI Grant of $4,731,981 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2024 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF ORANGE ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and

B. CITY OF ORANGE, a municipal corporation, 300 E. Chapman Avenue, Orange, CA 92866

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Kerrstyn Vega, Police Support Services Administrator
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA 92805
Phone: (714) 765-1931
kvega@anaheim.net

2. The representative of CITY OF ORANGE shall be:

Name:_____

Title: _____

Sub Recipient Name: _____

Sub Recipient Address: _____

City_____ State: _____ Zip:_____

Phone: _____

E-mail: _____

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

A. Grant Assurances in accordance with section §412A of this Agreement attached hereto as Exhibit A and Exhibit A-1 and made part hereof.

B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with section §412 of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with section §412C1 of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 11/12/2025 and end on 3/31/2027 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.

B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.

C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2024 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at https://www.fema.gov/authorized-equipment-list, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;

3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;

4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one (1) year or more.

5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i)use and

condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.

9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.

11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.

12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.

E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2024 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at https://cdp.dhs.gov/.

F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2024 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/media-library/assets/documents/32326.

G. Any planning paid pursuant to this Agreement shall conform to the guidelines

as listed in FY2024 Homeland Security Grant Program, as set forth above.

H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2024 Homeland Security Grant Program, as set forth above.

III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.

B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.

C. Payment of final invoice shall be withheld by the CITY until SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.

D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.

E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

Contractual / Legal Remedies for Breach of Contract--Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement and/or willfully, knowingly, or negligently breach any term, condition or requirement of the Agreement, City may impose sanctions including but not limited to damages (liquidated damages and or penalties) and/or any other remedy available pursuant to the Agreement or the laws then in effect.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over $250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees,

representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

A. SUB-RECIPIENT covenants that it will comply with 2 CFR 200.318(c)(1) and that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and SUB-RECIPIENT..

E. Prior to obtaining the CITY'S approval of any subcontract, SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the CITY, SUB-RECIPIENT, the State of California, and Federal regulations regarding conflict of interest.

G. SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for procuring this Agreement.

H. SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. SUB-RECIPIENT agrees that no individual shall participate in any procurement activity if a real or apparent conflict of interest exists, including, but not limited to, financial or personal relationships with any entity considered for a contract.

J. SUB-RECIPIENT shall maintain a written standards of conduct and shall take appropriate disciplinary action against any employee, officer, or agent who violates these standards. Disciplinary actions may include, but are not limited to, formal reprimand, suspension, or termination, depending on the severity of the violation.

K. SUB-RECIPIENT shall report any violations of this agreement to the awarding agency within 5 business days of discovery and shall cooperate fully with any investigation or audit related to the incident.

L. SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A and Exhibit A-1. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting on the FY2024 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2024-0088; and identify the City of Anaheim as the Pass-Through.

3. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

4. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970

(P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

6. Telecommunications

SUB-RECIPIENT will comply with 2 CFR 200.216 and FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

7. Lobbying Prohibited

SUB-RECIPIENT will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by SUB-RECIPIENT to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

8. Clean Air Act

SUB-RECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. SUB-RECIPIENT agrees to report any violation of the Clean Air Act to the CITY and understands and agrees that the CITY will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate

Environmental Protection Agency Regional Office. SUB-RECIPIENT further agrees to include these requirements in each subcontract exceeding $150,000 in value financed in whole or in part with Federal assistance provided by FEMA.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2024 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

   Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

   Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987

Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed as one original. This Agreement includes twenty-three (23) pages and five (5) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF ORANGE have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

By:_____
Theresa Bass
Clerk of the Council

APPROVED AS TO FORM:

By:_____
Kristin Pelletier
Chief Assistant City Attorney

CITY OF ANAHEIM, a municipal Corporation of the State of California

By:_____
Rick Armendariz
Interim Chief of Police

SUB-RECIPIENT
CITY OF ORANGE
UEI No. KF72Q5W8MG44

By: _____

Printed Name Jarad L. Hildenbrand

Title City Manager

APPROVED AS TO FORM

By:_____

Printed Name Nathalie Adourian √

Title City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

EXHIBIT A

California Governor's Office of Emergency Services
FY2024 Grant Assurances
(All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization

Initials _____

must specify that the Applicant and the city council, governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

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connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;

(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;

(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;

(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;

(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

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(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website (https://www.caloes.ca.gov/office-of-the-director/policy-administration/civil-rights-eeo/):

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

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(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(m)The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.**8. Audits**

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

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The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment -The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting -Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

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16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Initials _____

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Initials _____

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must

Initials _____

demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Initials _____

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant/Subrecipient:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Initials _____

EXHIBIT A-1

Program Standard Assurances Addendum

As the duly authorized representative of the Applicant/Subrecipient, I hereby certify that the Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

(a) California Penal Code section 422.6(a);
(b) California Penal Code section 404.6;
(c) California Penal Code section 422(a);
(d) California Civil Code section 52.1;
(e) 18 U.S.C. § 249;
(f) 42 U.S.C. § 3631;
(g) 18 U.S.C. § 247; and
(h) 18 U.S.C. § 241, 245.

Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding.

Applicant/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Applicant/Subrecipient:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____ Address:_____

Authorized Agent Signature

_____ _____

Printed or Typed Name

_____ _____

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

_____
AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

EXHIBIT D

SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. **Anaheim UASI Grant Office Contact Information Section:**

   Anaheim Police Department
   Kerrstyn Vega, Police Support Services Administrator
   425 S. Harbor Blvd.
   Anaheim, CA 92805

2. **FAIN#:** EMW-2024-SS-05088

3. **FUND:** Federal Trust

4. **Program:** Homeland Security Grant Program

5. **Match Requirement:** None

6. **Federal Awarding Agency Section:**

Federal Program Fund / AL #	Federal Awarding Agency	Federal Award Date	Total Federal Award Amount	Total Local Assistance Amount
Homeland Security Grant Program / 97.067	US Department of Homeland Security	09/01/2024	$182,068,773	$172,965,335

7. **Project Description Section:**

   - Project Acronym:
     Homeland Security Grant Program (HSGP)

   - Project Description:

     Support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

8. **Research & Development Section:**

   - Is this Subaward a Research & Development grant? Yes ☐ No ☒

Agenda Item

Orange City Council

Item #: 3.6. 1/13/2026 **File #:** 25-0672

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Russell Bunim, Community Development Director**

1. SUBJECT

Agreement with the State of California Department of Justice to participate in and receive funding from the Tobacco Grant Program from November 21, 2025, through June 30, 2029. Resolution No. 11652.

2. SUMMARY

The City has been awarded $301,440 from the State of California Tobacco Grant Program to support code enforcement programs that enforce State and local laws related to the illegal sales and marketing of tobacco and tobacco products, including e-cigarettes, to minors.

3. RECOMMENDED ACTION

1. Approve agreement with the State of California Department of Justice to participate in and receive funding in the amount of $301,440 for the Tobacco Grant Program and authorize the City Manager to execute on behalf of the City.

2. Adopt Resolution No. 11652. A Resolution of the City Council of the City of Orange accepting funds in the amount of $301,440 from the State of California Department of Justice, Office of Attorney General, Tobacco Grant Program, and authorizing the City Manager or Community Development Director to execute the grant program Memorandum of Understanding and related documents.

3. Authorize the appropriation of $70,253 in grant funds from the State of California Department of Justice into revenue account number 499-6301-43201 - Tobacco Grant.

4. Authorize the appropriation of $70,253 into the following expenditure accounts.

   a. 499-6301-51002 Regular Salaries - Tobacco Grant $41,501

   b. 499-6301-51004 Overtime - Tobacco Grant $19,799

   c. 499-6301-57101 Travel and Conference - Tobacco Grant $5,608

   d. 499-6301-53101 General Office Supplies, and Equipment - Tobacco Grant $3,345

4. FISCAL IMPACT

The California Department of Justice Tobacco Grant will fully fund the Code Enforcement Program from November 21, 2025, through June 30, 2029. Expenditures for this project are summarized in the table below. Funding from the California Department of Justice will completely offset these costs, resulting in no net fiscal impact to the General Fund. Ongoing funding for this project as well as annual appropriations will be incorporated as part of the annual budget development process in future fiscal years.

Description	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Total
Regular Salaries	$41,501	$62,252	$62,252	$20,751	$186,756
Overtime	$19,799	$29,698	$29,698	$9,900	$89,095
Travel and Conference	$5,608	$2,412	$2,412	$804	$11,236
General Office Supplies, Equipment and Administrative Oversight	$3,345	$4,718	$4,718	$1,572	$14,353
Total Project Costs	**$70,253**	**$99,080**	**$99,080**	**$33,027**	**$301,440**

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

The Community Development Department's Code Enforcement Division has been awarded funding from the State of California Tobacco Grant Program. This grant was established under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (voter-approved Proposition 56) and is administered by the California Department of Justice (DOJ). It supports local law enforcement agencies, including code enforcement, in reducing the availability of unlawful smoking devices and tobacco products, and most importantly, in preventing illegal sales to minors.

Following the City's submission of a proposal to the Tobacco Grant Program, the DOJ awarded $301,440 for a four-year grant term, beginning upon City Council approval and concluding on June 30, 2029. Acceptance of the proposed grant funds will provide salary reimbursements for Code Enforcement Officers assigned to operations including Tobacco Retailer Inspections, Minor Decoy Operations, Undercover Buys, and Retailer Education and Training. The grant will also support operating expenses such as fuel, investigative funds, and equipment, including surveillance technology capable of live monitoring, recording, and secure storage of audio and video evidence, as well as other administrative costs.

Background

On June 24, 2025, the City Council adopted Ordinance No. 12-25, requiring all tobacco retailers to register with the City, comply with established regulations, and obtain a specialized permit to

operate. Effective July 25, 2025, all businesses selling or intending to sell tobacco and/or tobacco products whether as primary or ancillary merchandise were required to apply for a Tobacco Retailer Permit (TRP) by September 25, 2025. Code Enforcement received approximately 100 applications and has initiated inspections to ensure compliance with City tobacco control laws prior to permit issuance.

A portion of the application fees collected through the TRP program supports a limited number of enforcement operations, as well as training and retailer education related to tobacco product sales. To ensure the long-term effectiveness of the City's tobacco enforcement program, which focuses on preventing sales to underage individuals, prohibiting flavored tobacco products, and eliminating unpermitted retail activity, additional funding is required.

Code Enforcement will serve as the lead division for all field operations, with legal and logistical support provided by the City Attorney's Office and the Orange Police Department as needed. This coordinated effort will focus on high-risk retailers throughout the city, particularly those located near schools and other youth-sensitive facilities, to reduce public health risks associated with unlawful tobacco access by minors and to ensure consistent enforcement of local and State laws.

The allocation of the Tobacco Grant Program will ensure adequate funding covering personnel costs, operating expenses and equipment related to tobacco enforcement operations through June 30, 2029.

7. ATTACHMENTS

- Resolution No. 11652
- Tobacco Grant Program Memorandum of Understanding

Agenda Item

Orange City Council

Item #: 3.6. 1/13/2026 **File #:** 25-0672

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

THRU: **Jarad Hildenbrand, City Manager**

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2. Adopt Resolution No. 11652. A Resolution of the City Council of the City of Orange accepting funds in the amount of $301,440 from the State of California Department of Justice, Office of Attorney General, Tobacco Grant Program, and authorizing the City Manager or Community Development Director to execute the grant program Memorandum of Understanding and related documents.

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4. FISCAL IMPACT

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5. STRATEGIC PLAN GOALS

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Following the City's submission of a proposal to the Tobacco Grant Program, the DOJ awarded $301,440 for a four-year grant term, beginning upon City Council approval and concluding on June 30, 2029. Acceptance of the proposed grant funds will provide salary reimbursements for Code Enforcement Officers assigned to operations including Tobacco Retailer Inspections, Minor Decoy Operations, Undercover Buys, and Retailer Education and Training. The grant will also support operating expenses such as fuel, investigative funds, and equipment, including surveillance technology capable of live monitoring, recording, and secure storage of audio and video evidence, as well as other administrative costs.

Background

On June 24, 2025, the City Council adopted Ordinance No. 12-25, requiring all tobacco retailers to register with the City, comply with established regulations, and obtain a specialized permit to

operate. Effective July 25, 2025, all businesses selling or intending to sell tobacco and/or tobacco products whether as primary or ancillary merchandise were required to apply for a Tobacco Retailer Permit (TRP) by September 25, 2025. Code Enforcement received approximately 100 applications and has initiated inspections to ensure compliance with City tobacco control laws prior to permit issuance.

A portion of the application fees collected through the TRP program supports a limited number of enforcement operations, as well as training and retailer education related to tobacco product sales. To ensure the long-term effectiveness of the City's tobacco enforcement program, which focuses on preventing sales to underage individuals, prohibiting flavored tobacco products, and eliminating unpermitted retail activity, additional funding is required.

Code Enforcement will serve as the lead division for all field operations, with legal and logistical support provided by the City Attorney's Office and the Orange Police Department as needed. This coordinated effort will focus on high-risk retailers throughout the city, particularly those located near schools and other youth-sensitive facilities, to reduce public health risks associated with unlawful tobacco access by minors and to ensure consistent enforcement of local and State laws.

The allocation of the Tobacco Grant Program will ensure adequate funding covering personnel costs, operating expenses and equipment related to tobacco enforcement operations through June 30, 2029.

7. ATTACHMENTS

- Resolution No. 11652
- Tobacco Grant Program Memorandum of Understanding

RESOLUTION NO. 11652

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ACCEPTING FUNDS IN THE AMOUNT OF $301,440 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO GRANT PROGRAM, AND AUTHORIZING THE CITY MANAGER OR COMMUNITY DEVELOPMENT DIRECTOR TO EXECUTE THE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS

WHEREAS, the City of Orange (City) is interested in participating in the Tobacco Grant Program (the Grant Program), which is made available through the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Proposition 56) and administered by the California Department of Justice (DOJ) to support local efforts to reduce the illegal sale of tobacco products to minors in the City; and

WHEREAS, following the City's submittal of a proposal for the Grant Program, the State of California DOJ offered to award $301,440 for the Grant Program beginning November 21, 2025, and ending June 30, 2029; and

WHEREAS, Grant Program funds will be used for personal services, operating expenses and equipment and administrative costs related to tobacco enforcement operations, local retailer inspection and education operations, DOJ-sponsored training, and related activities authorized by the Grantee Handbook; and

WHEREAS, in order to be considered eligible to receive Grant Program funding, the City must adopt a Resolution accepting the award and submit an executed Grant Program Award Memorandum of Understanding to the State of California DOJ.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, AS FOLLOWS:

1. The City of Orange accepts an award in the amount of $301,440 from the State of California DOJ for the Grant Program.

2. The City Manager or Community Development Director is hereby authorized and directed, on behalf of the City, to execute any documents related to acceptance of the Grant Program funding.

3. The City Manager or Community Development Director is hereby authorized and directed, on behalf of the City, to execute the Grant Program Award Memorandum of Understanding (DOJ-PROP56-2025-26-1-033) and any related documents, including, without

limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the Grant Program.

4. The City Manager or Community Development Director is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the City as are necessary and appropriate to carry out the purpose and intent of this Resolution.

5. Grant Program funds received hereunder shall not be used to supplant ongoing code enforcement expenditures.

ADOPTED this ____ day of _____, 2026.

_____
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 12th day of November 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Tobacco Grant Program
Grant Services Branch – Local Assistance
Division of Operations

City of Orange **DOJ-PROP56-2025-26-1-033**

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the City of Orange ("Grantee"), for the purpose of disbursing grant funds to Grantee for reimbursement of expenditures in compliance with the California Code of Regulations and the Fiscal Year 2025-26 Grantee Handbook.

Commencing January 1, 2023, the California Code of Regulations, Title 11, Division 1, Chapter 5: Department of Justice Tobacco Grant Program ("TGP Regulations") shall govern the policies and procedures of the Tobacco Grant Program.

The TGP Regulations, Request for Proposals, Grantee Handbook (dated April 2025), and Summary of Award document are hereby incorporated by reference into this MOU. Grantee will expend funds for the purposes identified in the approved Summary of Award document. Reimbursements are to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by the voters as Proposition 56.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the project or scope of work included in the approved Summary of Award document. Reimbursements for line items in the approved Budget Detail will be made upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the TGP Regulations and Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed, if the Budget Act of the current fiscal year and/or any subsequent years covered under the MOU does not appropriate sufficient funds, the MOU shall be of no further force and effect. In the event this situation occurs, DOJ shall have no liability to reimburse/pay any funds to Grantee, or to furnish any other considerations under this MOU. As well, Grantee shall not be obligated to continue performing the provisions of this MOU, for which the Grantee would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, DOJ shall have the option to either cancel this MOU with no liability occurring to DOJ or offer an addendum to the Grantee to reflect the reduced amount.

PROJECT BREACH-TERMINATION

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by DOJ as a breach of contract. If an act of noncompliance occurs, DOJ may take actions described within the TGP Regulations, including termination. DOJ may terminate this MOU and be relieved of any obligation to disburse grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Certifications – Grantee certifies that it does not receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products. Grantee further certifies that grant funds will not supplant existing state or local funds dedicated for the same purpose.

TERMS

Grant Duration: **11/21/2025 – 6/30/2029**

Award Amount				
Category of Expenditure	**Budget FY 2025-2026**	**Budget FY 2026-2027**	**Budget FY 2027-2028**	**Budget FY 2028-2029**
Personnel Services	$61,300	$91,950	$91,950	$30,651
Operating Expenses and Equipment	$5,608	$2,412	$2,412	$804
Administrative Costs (Not to Exceed 5%)	$3,345	$4,718	$4,718	$1,572
TOTAL AWARD AMOUNT	**$301,440**			

The time limit for reimbursements against this award ends 6/30/2029. Requests for reimbursement received after 7/15/2029 cannot be considered by DOJ.

GRANTEE CONTACT INFORMATION

Michelle Dulalia, Administrative Analyst
City of Orange
300 E. Chapman Avenue,
Orange, California 92866
714-744-7226
mdulalia@cityoforange.org

AUTHORIZATION

DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to TobaccoGrants@doj.ca.gov, care of the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

GRANTEE AUTHORIZATIONS

_____ _____
Russell Bunim Date
Director of Community Development
City of Orange

Attest:

_____ _____ _____
Jarad Hildenbrand Date **Pamela Coleman**
City Manager City Clerk
City of Orange

APPROVED AS TO FORM

_____ _____
Nathalie Adourian Date
City Attorney
City of Orange √

DOJ AUTHORIZATIONS

_____ _____
DOJ GRANT MANAGER Date
Division of Operations
California Department of Justice

_____ _____
DOJ FISCAL DIRECTOR Date
Division of Operations
California Department of Justice

_____ _____
DOJ CHIEF OF OPERATIONS Date
Division of Operations
California Department of Justice

Agenda Item

Orange City Council

Item #: 3.7. 1/13/2026 **File #:** 25-0686

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Nathalie Adourian, City Attorney**

1. SUBJECT

Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP to provide legal services relating to litigation defense in the matter of *Brandon Jacob Hull v. City of Orange, et al*.

2. SUMMARY

The City currently has an agreement with Bordin Semmer, LLP to provide litigation services for the City's defense in the matter of *Brandon Jacob Hull v. City of Orange, et al*. for an amount not to exceed $60,000, which will soon be expended. The proposed Second Amendment will increase the not to exceed amount by $250,000 for a total amount not to exceed $310,000.

The City has self-insured retention in the amount of $350,000, including costs, attorney fees, and damages associated with the litigation. After this amount is expended, the City's insurance with the California Insurance Pool Authority will reimburse the City for any additional costs and expenses, including any damages after the case has been concluded.

3. RECOMMENDED ACTION

Approve a Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP in the amount of $250,000; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is $250,000 and will be funded through:
731-1301-55102 Legal Services

This money has already been budgeted for in the City Attorney's budget and will not constitute any new money costs for the City.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

Plaintiff Brandon Jacob Hull alleges that on May 12, 2023, he was riding his 2021 Harley westbound on Meats Ave. when Defendant Surisaday Sanchez Vazquez, driving a Mercedes owned by

Defendant Edgar Cervantes Arroyo, made a left turn from Harwood St. onto eastbound Meats Ave. directly in Plaintiff's path of travel. Plaintiff alleges that the City owned, managed, controlled, designed, and maintained the intersection. Plaintiff alleges he suffered significant injuries, including a traumatic brain injury and multiple fractures with his medical expenses exceeding $800,000. Plaintiff further alleges he continues to seek treatment and he has not been able to work since the accident.

While the City Attorney's Office handles most litigation matters in-house, the City does contract with outside counsel when the complexity of a case or a significant burden to staff time requires additional staffing expertise. Due to the extensive nature of damages claimed in this case, the City contracted the defense to Bordin Semmer, LLP.

The Second Amendment of the agreement, to increase the contract by $250,000, will raise the total not to exceed amount to $310,000, and is necessary to carry out further defense of the City in this case.

7. ATTACHMENTS

- Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP

Agenda Item

Orange City Council

Item #: 3.7. 1/13/2026 **File #:** 25-0686

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THRU: **Jarad Hildenbrand, City Manager**

FROM: **Nathalie Adourian, City Attorney**

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7. ATTACHMENTS

- Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP

SECOND AMENDMENT
TO
ATTORNEY SERVICES AGREEMENT

THIS SECOND AMENDMENT TO ATTORNEY SERVICES AGREEMENT (the "Second Amendment") is made and entered into as of _____, 2026 by and between the CITY OF ORANGE, a municipal corporation ("City"), and BORDIN SEMMER, LLP, a limited liability partnership ("Law Firm"), with reference to the following:

A. City and Law Firm entered into an Attorney Services Agreement (Agreement No. 7822) dated as of April 14, 2025, which is incorporated herein by this reference (the "Original Agreement"); and

B. City and Law Firm amended the Original Contract to increase the compensation by a First Amendment to Agreement (Agreement No. 7822.1) dated August 12, 2025, which is incorporated herein by this reference (the "First Amendment"); and

B. City and Law Firm desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Law Firm agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3 **Compensation**. The total not-to-exceed compensation for the services to be rendered as set forth in Section II. Payment -A. of the Original Agreement is increased by TWO HUNDRED FIFTY THOUSAND DOLLARS and 00/100 ($250,000.00) and Section II. Payment -A. is hereby amended in its entirety to read as follows:

> "City shall pay Law Firm as consideration for services satisfactorily rendered pursuant to this Agreement at the hourly rates set forth in the attached Exhibit "A". Total payments for services performed pursuant to this Agreement shall not exceed Three Hundred Ten Thousand Dollars ($310,000.00) without prior approval of City Council of City. A condition precedent to any payment to Law Firm shall be that Law Firm shall submit, at least quarterly, a separate statement of account on each file which clearly sets forth by dates the designated items of work, the work time of each item and amount charged for said work time."

Section 4. **Integration**. This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall

remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Agreement, the parties enter into this First Amendment on the year and day first above written.

"LAW FIRM"	**"CITY"**
BORDIN SEMMER, LLP, a limited liability partnership	CITY OF ORANGE, a municipal corporation
*By: _____	By: _____
Printed Name: Joshua Bordin-Wosk	Daniel R. Slater, Mayor
Title: Partner	
*By: _____	ATTEST:
Printed Name: _____	
Title: _____	_____
	Pamela Coleman, City Clerk
	APPROVED AS TO FORM:
	_____
	Nathalie Adourian, City Attorney

***NOTE:** **If Law Firm is a corporation, the City requires the following signature(s):**

-- **(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 the City.**

√

Agenda Item

Orange City Council

Item #: 3.8. 1/13/2026 **File #:** 25-0680

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Approval of plans and specifications for Replacement of Rolling Garage Doors at Fire Station 7 and Corporation Yard; authorization to advertise for bids; and finding of California Environmental Quality Act (CEQA) exemption.

2. SUMMARY

Plans and specifications for the Replacement of Rolling Garage Doors at Fire Station 7 and Corporation Yard have been completed, and the project is ready to be advertised for bids. The total estimated construction cost is $440,748, including 10% for contingencies and 5% for construction engineering.

3. RECOMMENDED ACTION

1. Approve the plans and specifications and authorize advertising for Bid No. 25-26.12, Replacement of Rolling Garage Doors at Fire Station 7 and Corporation Yard (SP-4321)

2. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15301, (Class 1, Existing Facilities).

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

6. DISCUSSION AND BACKGROUND

The apparatus bay doors at Fire Station 7 and the City's Public Works Corporation Yard have reached the end of their service life and now require complete replacement. Over the past several years, the doors at both the Fire Department and Public Works Corporation Yard have experienced a rising number of operational failures, including intermittent or complete failure to open, creating significant safety concerns for emergency response personnel and impacting daily field operations.

Multiple vendor assessments, along with internal facility evaluations, have consistently recommended complete door replacement to restore reliable functionality, reduce ongoing maintenance costs, and

ensure the long-term integrity and safety of these critical facilities.

This project will address operational risks, ensure uninterrupted emergency response, and facilitate public works services to the community.

The proposed rolling garage door replacement project is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301, (Class 1, Existing Facilities). The CEQA Notice of Exemption will be filed with the County Recorder's Office upon the Council's approval of the plans and specifications.

7. ATTACHMENTS

- Plans, specifications, and cost estimates are available for review in the Public Works Department

Agenda Item

Orange City Council

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THRU: **Jarad Hildenbrand, City Manager**

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7. ATTACHMENTS

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Agenda Item

Orange City Council

Item #: 3.9. 1/13/2026 **File #:** 25-0689

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Sean deMetropolis, Fire Chief**

1. SUBJECT

Appropriation of an amount not to exceed $1,500,000 from the Emergency Transport fund to the California Department of Health Care Services for participation in a one-time Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer Program.

2. SUMMARY

The City of Orange is a participating funding entity in the Public Provider Ground Emergency Medical Transportation program and is contributing to the Intergovernmental Transfer Program for the twelve-month period ending December 31, 2026. This participation enables the city to access additional Federal Medicaid funds to support unreimbursed medical care.

3. RECOMMENDED ACTION

Authorize the appropriation from the Emergency Transport Fund (225) for an amount not to exceed $1,500,000 to the California Department of Health Care Services, along with a $150,000 assessment fee to the California Department of Health Care Services for managing the Public Provider Ground Emergency Medical Transportation program, payable in quarterly Intergovernmental Transfers.

4. FISCAL IMPACT

Reimbursable funds of $1,650,000 will be used to obtain approximately $2,500,000 in previously unreimbursed Medicaid revenue add-ons, resulting in a net benefit of $850,000, and will be advanced through the Emergency Transport Fund (225) respectively: 225-0000-12101.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

6. DISCUSSION AND BACKGROUND

An Intergovernmental Transfer (IGT) allows California's Medi-Cal Managed Care and Fee For Service plans to partner with local units of government to access additional Federal Medicaid dollars and use them to support unreimbursed care and provide health care services. The City has participated in IGT programs for Federal funds for unreimbursed care since 2014. In 2019, AB 1705 was signed into law, creating the Public Provider Ground Emergency Medical Transportation (PP-GEMT) program. Per transport, the total reimbursement under the new PP-GEMT IGT Program is higher than what was received historically under the existing Ground Emergency Medical

Transportation Quality Assurance Fee (QAF) program. These contributions are voluntary; however, if the California Department of Health Care Services (DHCS) determines that the projected amount of voluntary contributions is not sufficient to support the implementation of the program, the program would not be continued in future rating periods. If the program ends, public GEMT providers would revert to reimbursement under existing programs, including the GEMT Certified Public Expenditure (CPE) Supplemental Payment Program (AB 678) and GEMT-QAF (SB 523).

Payments for this program will require four quarterly installments, with the first transfer due in January 2026. Estimates for Calendar Year (CY) 2026 PP-GEMT reimbursements provided by DHCS for Medi-Cal Managed Care and Fee For Service Plans are below.

IGT Contribution from City	$1,500,000
10% Admin Fee	$150,000
Total IGT Transfer to DHCS for CY 2025 Program	**$1,650,000**
Estimated unreimbursed IGT Revenue available	$2,500,000
Estimated Net Revenue	**$850,000**

7. ATTACHMENTS

- Attachment 1 DHCS IGT Certification Form for CY 2026
- Attachment 2 DHCS CY 2026 Invoice #1
- Attachment 3 Assembly Bill 1705 (AB 1705)

Agenda Item

Orange City Council

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FROM: **Sean deMetropolis, Fire Chief**

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An Intergovernmental Transfer (IGT) allows California's Medi-Cal Managed Care and Fee For Service plans to partner with local units of government to access additional Federal Medicaid dollars and use them to support unreimbursed care and provide health care services. The City has participated in IGT programs for Federal funds for unreimbursed care since 2014. In 2019, AB 1705 was signed into law, creating the Public Provider Ground Emergency Medical Transportation (PP-GEMT) program. Per transport, the total reimbursement under the new PP-GEMT IGT Program is higher than what was received historically under the existing Ground Emergency Medical

Transportation Quality Assurance Fee (QAF) program. These contributions are voluntary; however, if the California Department of Health Care Services (DHCS) determines that the projected amount of voluntary contributions is not sufficient to support the implementation of the program, the program would not be continued in future rating periods. If the program ends, public GEMT providers would revert to reimbursement under existing programs, including the GEMT Certified Public Expenditure (CPE) Supplemental Payment Program (AB 678) and GEMT-QAF (SB 523).

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IGT Contribution from City	$1,500,000
10% Admin Fee	$150,000
Total IGT Transfer to DHCS for CY 2025 Program	**$1,650,000**
Estimated unreimbursed IGT Revenue available	$2,500,000
Estimated Net Revenue	**$850,000**

7. ATTACHMENTS

- Attachment 1 DHCS IGT Certification Form for CY 2026
- Attachment 2 DHCS CY 2026 Invoice #1
- Attachment 3 Assembly Bill 1705 (AB 1705)

PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION PROGRAM INTERGOVERNMENTAL TRANSFER CERTIFICATION FORM STATE CALENDAR YEAR 2026

I, the undersigned, hereby declare and certify on behalf of City of Orange (the "Public Entity") as follows:

1. As a public administrator, a public officer, or other public individual, I am duly authorized to make this certification.
2. The Public Entity elects to make this intergovernmental transfer (IGT) to the Department of Health Care Service (DHCS) as a voluntary contribution to the non-federal share (NFS) of Medi-Cal expenditures for purposes of Assembly Bill 1705 (2019) pursuant to Sections 14105.94, 14105.945, 14129, 14129.3, and 14164 of the Welfare and Institutions (W&I) Code. All funds transferred pursuant to this certification qualify for federal financial participation (FFP) pursuant to Section 1903(w) of the Social Security Act and Title 42 of the Code of Federal Regulations, Section 433 Subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as the NFS, impermissible health care-related taxes, or non-bona fide provider-related donations.
3. Voluntary contributions attributable to the period of January 1, 2024, through December 31, 2026, will be made via recurring transfers as indicated on the invoices provided to the Public Entity by DHCS. The voluntary contributions made by the Public Entity may also include adjustments related to the calendar year (CY) 2024 and CY 2025 rating period's NFS reconciliation as described in paragraph 7 below. Please note, the total IGT amount at the bottom of this IGT certification will continue to be itemized on your invoice which is sent to you along with this IGT certification form 45-days in advance of the IGT contribution due date. The Public Entity acknowledges that any transfers made pursuant to this certification during this time period are considered an elective IGT made pursuant to W&I Code sections 14105.945 and 14164, to be used by DHCS, subject to paragraph four herein, exclusively as the source for the NFS of ground emergency medical transport public provider supplemental payments in both

Medi-Cal fee for service (FFS) payments and the portion of the risk-based capitation rate to Medi-Cal managed care health plans associated with reimbursement made in accordance with Section 14105.945, subdivision (h)(1) (hereafter, the AB 1705 Public Provider (PP) Ground Emergency Medical Transportation (GEMT) Program, or the (PP-GEMT Program), and DHCS costs associated with administering the PP-GEMT Program.

4. DHCS may accept this voluntary contribution to the extent it is able to obtain FFP for the PP-GEMT Program as permitted by federal law. In the event DHCS is unable to obtain FFP for the PP-GEMT Program, or the full payments cannot otherwise be made to and retained by eligible public providers, and, therefore, all or a portion of the transferred amount cannot be used as the NFS of payments, DHCS will notify the Public Entity via e-mail and return the applicable portion of the unused IGT amount.

5. The Public Entity acknowledges that state law in W&I Code section 14105.945, subdivision (h)(2) authorizes DHCS, upon obtaining any necessary approvals, to assess a ten percent (10%) fee on each transfer of public funds to the state to pay for health care coverage and to reimburse DHCS its costs associated with administering the PP-GEMT Program. The Public Entity acknowledges that while DHCS is not assessing this fee currently pending federal approval, DHCS has not waived its right to assess the administrative fee under state law upon obtaining any necessary federal approvals.

6. The Public Entity acknowledges that the IGT is to be used by DHCS for the filing of a claim with the federal government for federal funds and understands that any misrepresentation regarding the IGT may violate federal and state law.

7. The amount voluntarily transferred to DHCS is based on the estimated Medi-Cal FFS and Medi-Cal managed care NFS of ground emergency medical transport payments, as referenced in paragraph three herein. Since the amount to be voluntarily transferred to DHCS will be based on an estimate, the Public Entity acknowledges that a reconciliation of the voluntary NFS contributions to the actual NFS expenditures will occur. To the degree necessary to fund the NFS for the PP-GEMT Program, amounts due to or owed by Public Entity as a result of the reconciliation may be offset against, or added to, future transfers as applicable

and as determined by DHCS. DHCS may accept a voluntary contribution to the extent it is able to obtain FFP for PP-GEMT payments as permitted by federal law.

8. The Public Entity acknowledges that all records of funds transferred are subject to review and audit upon DHCS' request. The Public Entity will maintain documentation supporting the allowable funding source of the IGTs.

9. Upon notice from the federal government of a disallowance or deferral related to this IGT, the Public Entity responsible for this IGT shall be the entity responsible for the federal portion of that expenditure.

I hereby declare under penalty of perjury under the law of the United States that the foregoing is true and correct to the best of my knowledge. I further understand that the known filing of a false or fraudulent claim, or making false statements in support of a claim, may violate the Federal False Claims Act or other applicable statute and federal law and may be punishable thereunder.

Executed on this 2nd day of December 20 25 at Orange, California.

Signature of Authorized Person: _____

Name of Authorized Person: Sean deMetropolis

Title of Authorized Person: Fire Chief

Name of Public Entity: City of Orange

NPI of Public Entity: 1922004555

Amount of IGT: $345,091.52

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Michelle Baass | Director

PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION (PP-GEMT) PROGRAM
MANAGED CARE AND FEE FOR SERVICE — INVOICE

Entity Information:
Entity Name:
City Of Orange
NPI:
1922004555

Due Date:	**1/16/2026**

Payment Details:			
Year:	2026	**Contribution #:**	1
Total Amount Due:		**$345,091.52**	

Program/Payee Information:
Vendor Name:
California Department of Health Care Services
PP-GEMT Program Email:
AB1705@dhcs.ca.gov

Banking Information:
Bank Name:
US Bank
Please await Wire Request Memo for payment instructions
Payment Methods Accepted:
ACH or Wire Transfer

Payment Instructions:
Attention: Please review, sign, and submit the Intergovernmental Transfer (IGT) Certification form by **January 2, 2026,** to AB1705@dhcs.ca.gov. IGT Certification forms are required to be submitted prior to each collection due date. Once the IGT Certification form is received, DHCS will send a Wire Request Memo providing payment details and instructions. ***Please do not send your IGT payment until you have received the Wire Request Memo as payment details are subject to change.***

IGT Non-Federal Share (NFS) Breakdown By DHCS Delivery System

Managed Care (MC)		
MC NFS #1	$	313,695.91
Fee For Service (FFS)		
FFS NFS #1	$	31,395.61
Total* IGT Transfer Amount:	**$**	**345,091.52**

**Any differences are due to rounding.*

CY 2026 Invoicing Schedule

CY 2026 Invoice #1	**Invoice Packets Sent**	**12/2/2025**
	IGT Certifications Due	**1/2/2026**
	Payment Due	**1/16/2026**
CY 2026 Invoice #2	**Invoice Packets Sent**	**3/3/2026**
	IGT Certifications Due	**4/3/2026**
	Payment Due	**4/17/2026**
CY 2024 FFS Recon #1	**Date of Service**	**Jan - Jun 2024**
CY 2025 MC Recon #1	**Date of Service**	**TBD**
CY 2026 Invoice #3	**Invoice Packets Sent**	**6/2/2026**
	IGT Certifications Due	**7/3/2026**
	Payment Due	**7/17/2026**
CY 2026 Invoice #4	**Invoice Packets Sent**	**9/1/2026**
	IGT Certifications Due	**10/2/2026**
	Payment Due	**10/16/2026**
CY 2024 FFS Recon #2	**Date of Service**	**Jul - Dec 2024**
CY 2025 MC Recon #2	**Date of Service**	**TBD**

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 1705

CHAPTER 544

An act to amend Sections 14105.94, 14129, and 14129.3, and to add Section 14105.945 to, the Welfare and Institutions Code, relating to Medi-Cal.

[Approved by Governor October 7, 2019. Filed with Secretary of State October 7, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1705, Bonta. Medi-Cal: emergency medical transportation services.

Existing law establishes the Medi-Cal program, which is administered by the State Department of Health Care Services and under which qualified low-income individuals receive health care services. The Medi-Cal program is, in part, governed and funded by federal Medicaid program provisions.

Existing law authorizes a Medi-Cal provider of ground emergency medical transportation services, that is owned or operated by the state, a city, county, city and county, fire protection district, special district, community services district, health care district, or a federally recognized Indian tribe, to receive supplemental Medi-Cal reimbursement, in addition to the rate of payment the eligible provider would otherwise receive for those services. Existing law requires the department to develop a modified supplemental reimbursement program, with necessary federal approvals, that would seek to increase the reimbursement to the above-described eligible providers. Existing law requires the nonfederal share of any supplemental reimbursement provided under the modified program to be derived from voluntary intergovernmental transfers of local funds. Existing law states the Legislature's intent in enacting these provisions to provide the supplemental reimbursement without any expenditure from the General Fund.

The bill would instead require the department to implement, subject to any necessary federal approvals, and no sooner than July 1, 2021, the Public Provider Intergovernmental Transfer Program (program), for the duration of any Medi-Cal managed care rating period, and would authorize the department to continue conducting any administrative duties related to the above-specified supplemental Medi-Cal reimbursement. The bill would require an eligible provider, defined, in part, as a provider of emergency medical transport, to receive an add-on increase to the associated Medi-Cal fee-for-service payment schedule, and would require the department to develop the add-on increase pursuant to specified standards, including an eligible provider's average cost directly associated with providing a Medi-Cal emergency medical transport under the Medi-Cal program. The bill would require Medi-Cal managed care health plans and emergency medical

transport providers to comply with specified federal standards relating to the payment standards for emergency medical transport. The bill would limit the amount that a noncontract eligible provider may collect for emergency medical transport. The bill would require the department to assess a 10% fee on each transfer of public funds to the state to pay for health care coverage and to reimburse the department for its administrative costs relating to the program. The bill would limit the operation of the program on the condition that the program would be financially and programmatically supportive of the Medi-Cal program. The bill would authorize the department to implement these provisions by various means, including all-county letters or provider bulletins, without taking regulatory action.

Existing law, the Medi-Cal Emergency Medical Transportation Reimbursement Act, commencing July 1, 2018, and subject to federal approval and the availability of federal financial participation, imposes a quality assurance fee for each emergency medical transport provided by an emergency medical transport provider subject to the fee in accordance with a prescribed methodology. Existing law requires the Director of Health Care Services to deposit the collected quality assurance fee into the continuously appropriated Medi-Cal Emergency Medical Transport Fund, for exclusive use in a specified order of priority, including to enhance federal financial participation for ambulance services under the Medi-Cal program. Existing law requires each emergency medical transport provider to report to the department specified data and material, including the number of actual emergency medical transports by payer type. The act increases Medi-Cal reimbursement to emergency medical transport providers for emergency medical transports.

The bill would exempt an eligible provider from the quality assurance fee and add-on increase for the duration of any Medi-Cal managed care rating during which the Public Provider Intergovernmental Transfer Program is implemented.

The people of the State of California do enact as follows:

SECTION 1. Section 14105.94 of the Welfare and Institutions Code is amended to read:

14105.94. (a) An eligible provider, as described in subdivision (b), may, in addition to the rate of payment that the provider would otherwise receive for Medi-Cal ground emergency medical transportation services, receive supplemental Medi-Cal reimbursement to the extent provided in this section.

(b) A provider shall be eligible for supplemental reimbursement if the provider has all of the following characteristics continuously during a state fiscal year:

(1) Provides ground emergency medical transportation services to Medi-Cal beneficiaries.

(2) Is a provider that is enrolled as a Medi-Cal provider for the period being claimed.

(3) Is owned or operated by the state, a city, county, city and county, fire protection district organized pursuant to Part 2.7 (commencing with Section 13800) of Division 12 of the Health and Safety Code, special district organized pursuant to Chapter 1 (commencing with Section 58000) of Division 1 of Title 6 of the Government Code, community services district organized pursuant to Part 1 (commencing with Section 61000) of Division 3 of Title 6 of the Government Code, health care district organized pursuant to Chapter 1 (commencing with Section 32000) of Division 23 of the Health and Safety Code, or a federally recognized Indian tribe.

(c) An eligible provider's supplemental reimbursement pursuant to this section shall be calculated and paid as follows:

(1) The supplemental reimbursement to an eligible provider, as described in subdivision (b), shall be equal to the amount of federal financial participation received as a result of the claims submitted pursuant to paragraph (2) of subdivision (f).

(2) The amount certified pursuant to paragraph (1) of subdivision (e), when combined with the amount received from all other sources of reimbursement from the Medi-Cal program, shall not exceed 100 percent of actual costs, as determined pursuant to the Medi-Cal State Plan, for ground emergency medical transportation services.

(3) The supplemental Medi-Cal reimbursement provided by this section shall be distributed exclusively to eligible providers under a payment methodology based on ground emergency medical transportation services provided to Medi-Cal beneficiaries by eligible providers on a per-transport basis or other federally permissible basis. The department shall obtain approval from the federal Centers for Medicare and Medicaid Services for the payment methodology to be utilized, and may not make any payment pursuant to this section prior to obtaining that approval.

(d) (1) It is the Legislature's intent in enacting this section to provide the supplemental reimbursement described in this section without any expenditure from the General Fund. An eligible provider, as a condition of receiving supplemental reimbursement pursuant to this section, shall enter into, and maintain, an agreement with the department for the purposes of implementing this section and reimbursing the department for the costs of administering this section.

(2) The nonfederal share of the supplemental reimbursement submitted to the federal Centers for Medicare and Medicaid Services for purposes of claiming federal financial participation shall be paid only with funds from the governmental entities described in paragraph (3) of subdivision (b) and certified to the state as provided in subdivision (e).

(e) Participation in the program by an eligible provider described in this section is voluntary. If an applicable governmental entity elects to seek supplemental reimbursement pursuant to this section on behalf of an eligible provider owned or operated by the entity, as described in paragraph (3) of subdivision (b), the governmental entity shall do all of the following:

(1) Certify, in conformity with the requirements of Section 433.51 of Title 42 of the Code of Federal Regulations, that the claimed expenditures for the ground emergency medical transportation services are eligible for federal financial participation.

(2) Provide evidence supporting the certification as specified by the department.

(3) Submit data as specified by the department to determine the appropriate amounts to claim as expenditures qualifying for federal financial participation.

(4) Keep, maintain, and have readily retrievable, any records specified by the department to fully disclose reimbursement amounts to which the eligible provider is entitled, and any other records required by the federal Centers for Medicare and Medicaid Services.

(f) (1) The department shall promptly seek any necessary federal approvals for the implementation of this section. The department may limit the program to those costs that are allowable expenditures under Title XIX of the federal Social Security Act (42 U.S.C. Sec. 1396 et seq.). If federal approval is not obtained for implementation of this section, this section shall not be implemented.

(2) The department shall submit claims for federal financial participation for the expenditures for the services described in subdivision (e) that are allowable expenditures under federal law.

(3) The department shall annually submit any necessary materials to the federal government to provide assurances that claims for federal financial participation will include only those expenditures that are allowable under federal law.

(g) (1) If a final judicial determination is made by any court of appellate jurisdiction or a final determination is made by the administrator of the federal Centers for Medicare and Medicaid Services that the supplemental reimbursement provided for in this section must be made to any provider not described in this section, the director shall execute a declaration stating that the determination has been made and on that date this section shall become inoperative.

(2) The declaration executed pursuant to this subdivision shall be retained by the director, provided to the fiscal and appropriate policy committees of the Legislature, the Secretary of State, the Secretary of the Senate, the Chief Clerk of the Assembly, and the Legislative Counsel, and posted on the department's internet website.

(h) Notwithstanding Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, the department may implement and administer this section by means of provider bulletins, or similar instructions, without taking regulatory action.

(i) Notwithstanding any other law, this section shall become inoperative during the entirety of any Medi-Cal managed care rating period in which Section 14105.945 is implemented, in whole or in part. The department may conduct any necessary and remaining administrative duties related to any time period during which this provision remained operative, even after this

section becomes inoperative, and may receive all compensation for those activities until paid in full.

(j) The department, in its sole discretion, may determine it has received all compensation for activities conducted pursuant to this section and completed all administrative duties related to time periods when this section was operative.

SEC. 2. Section 14105.945 is added to the Welfare and Institutions Code, to read:

14105.945. (a) For purposes of this section, the following definitions apply:

(1) "Eligible provider" means a provider who is eligible for reimbursement of Medi-Cal emergency medical transports pursuant to this section, and who continually meets all of the following requirements during the entirety of any Medi-Cal managed care rating period that this section is implemented:

(A) Provides emergency medical transports to Medi-Cal beneficiaries.

(B) Is enrolled as a Medi-Cal provider for the period being claimed.

(C) Is owned or operated by the state, a city, county, city and county, fire protection district organized pursuant to Part 2.7 (commencing with Section 13800) of Division 12 of the Health and Safety Code, special district organized pursuant to Chapter 1 (commencing with Section 58000) of Division 1 of Title 6 of the Government Code, community services district organized pursuant to Part 1 (commencing with Section 61000) of Division 3 of Title 6 of the Government Code, health care district organized pursuant to Chapter 1 (commencing with Section 32000) of Division 23 of the Health and Safety Code, or a federally recognized Indian tribe.

(2) (A) "Emergency medical transport" means the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient by an ambulance licensed, operated, and equipped in accordance with applicable state or local statutes, ordinances, or regulations that are billed with billing codes A0429 BLS Emergency, A0434 Specialty Care Transport, A0225 Neonatal Emergency Transport, A0427 ALS Emergency, and A0433 ALS2, and any equivalent, predecessor, or successor billing codes, as may be determined by the director.

(B) "Emergency medical transport" shall not include transportation of beneficiaries by passenger car, taxicab, litter van, wheelchair van, or other forms of public or private conveyances, nor shall it include transportation by an air ambulance provider. An "emergency medical transport" does not occur if a transport is not provided following evaluation of a patient.

(3) "Medi-Cal managed care rating period" means a period selected by the department for which the actuarially sound capitation rates are developed and documented in the rate certification that the department submits to the federal Centers for Medicare and Medicaid Services as required by Section 438.7(a) of Title 42 of the Code of Federal Regulations.

(b) (1) Commencing no sooner than July 1, 2021, the department shall implement the Public Provider Intergovernmental Transfer Program

(program) pursuant to this section for any Medi-Cal managed care rating period that the department has obtained necessary federal approvals.

(2) Notwithstanding any other law, during the entirety of any Medi-Cal managed care rating period for which the requirements of this section are implemented, in whole or in part, supplemental Medi-Cal reimbursements described in Section 14105.94 shall become inoperative.

(c) To the extent authorized under federal and state law, an eligible provider shall receive increased reimbursement by application of an add-on increase, as determined pursuant to subdivision (d), to the associated Medi-Cal fee-for-service payment schedule for emergency medical transports provided to applicable Medi-Cal beneficiaries.

(d) The department shall develop the statewide add-on increase to be provided under the program as follows:

(1) The department shall determine an initial statewide add-on increase that is based on the most recent audited cost reports of eligible providers available at the time the add-on increase is developed, as determined by the department. In determining the initial statewide add-on increase, the department may make adjustments to account for inflation, trend, or other material changes, as appropriate under federal law and actuarial standards.

(2) The initial statewide add-on increase shall represent the difference between both of the following:

(A) The average reimbursement paid pursuant to the applicable base Medi-Cal fee-for-service payment fee schedule for an emergency medical transport during the time period of the applicable cost-report to an eligible provider, and weighted according to those services provided by all eligible providers during the applicable time period.

(B) The average cost directly associated with providing a Medi-Cal emergency medical transport under the Medi-Cal program by an eligible provider during the time period of the applicable cost-report, as determined based on all eligible providers' audited cost reports pursuant to paragraph (1), and weighted according to those services provided by all eligible providers during the applicable time period.

(3) For subsequent Medi-Cal managed care rating periods, the department, in consultation with participating eligible providers, and as determined by the department, may adjust periodically the initial statewide add-on increase to account for inflation, trend adjustments, or other material changes, as appropriate under federal law and actuarial standards.

(4) To the extent that the department deems practicable, the department shall set a schedule for determining the statewide add-on increase before the department submits to the federal Centers for Medicare and Medicaid Services actuarially sound Medi-Cal managed care rates for an applicable Medi-Cal managed care rating period pursuant to subdivision (e).

(5) Once the department determines the add-on increase for a Medi-Cal managed care rating period, the add-on increase shall not be modified for that rating period unless the modification is required for purposes of receiving federal approval or claiming federal financial participation for the requirements of this section.

(e) (1) A Medi-Cal managed care health plan shall satisfy its obligation under Section 438.114(c) of Title 42 of the Code of Federal Regulations for emergency medical transport, and shall provide payment to applicable noncontract emergency medical transport providers consistent with Section 1396u-2(b)(2)(D) of Title 42 of the United States Code.

(2) During the entirety of any Medi-Cal managed care rating period that this section is implemented, the amounts a noncontract eligible provider may collect if a Medi-Cal beneficiary received medical assistance other than through enrollment in a Medi-Cal managed care health plan pursuant to Section 1396u-2(b)(2)(D) of Title 42 of the United States Code shall be the resulting Medi-Cal fee-for-service payment schedule amounts after the application of the add-on increase described in this section. During the Medi-Cal managed care rating period that the requirements of this section are implemented, any reimbursement to a noncontract emergency medical transport provider that is not an eligible provider shall be made in accordance with subdivision (b) of Section 14129.3.

(f) The Medi-Cal reimbursement provided by this section shall be distributed exclusively to eligible providers under a payment methodology based on emergency medical transport provided to Medi-Cal beneficiaries by eligible providers on a per-transport basis or other federally permissible basis.

(g) During the entirety of any Medi-Cal managed care rating period that this section is implemented, in whole or in part, the department shall provide appropriate funding to each applicable Medi-Cal managed care plan to account for the add-on increase obligations of these plans pursuant to this section in federally approved risk based capitation rates developed in accordance with Section 14301.1.

(h) (1) For any Medi-Cal managed care rating period that this section is implemented, the nonfederal share, which is associated with the add-on increase as it applies to the Medi-Cal fee-for-service payment schedule and the portion of the risk-based capitation rate to Medi-Cal managed care health plans, may consist of voluntary intergovernmental transfers of funds provided by eligible providers and their affiliated governmental entities or other public entities pursuant to Section 14164, as applicable. Upon providing any intergovernmental transfer of funds, each transferring entity shall certify, in the form and manner specified by the department, that the transferred funds qualify for federal financial participation pursuant to applicable laws relating to the federal Medicaid program. Any intergovernmental transfer of funds made pursuant to this section shall be voluntary for purposes of federal law.

(2) The department shall assess a 10-percent fee on each transfer of public funds to the state pursuant to this subdivision to pay for health care coverage and to reimburse the department for its costs associated with administering the program. Excluding this fee, the department shall not assess a percentage fee in connection with any intergovernmental transfer of funds made pursuant to this subdivision.

(3) The department shall develop and maintain, in consultation with participating eligible providers, a protocol and schedule for funding the nonfederal share of expenditures during a Medi-Cal managed care rating period that this section is implemented using voluntary intergovernmental transfers.

(4) This section does not limit or otherwise alter any existing authority of the department to accept intergovernmental transfers for purposes of funding the nonfederal share of expenditures in the Medi-Cal program.

(i) During the entirety of any Medi-Cal managed care rating period for which this section is implemented, in whole or in part, an eligible provider shall be exempt from the quality assurance fee and add-on increase pursuant to Article 3.91 (commencing with Section 14129).

(j) This section shall cease to be operative on the first day of the Medi-Cal managed care rating period beginning on or after the date the department determines, after consultation with participating eligible providers, that implementation of this section is no longer financially and programmatically supportive of the Medi-Cal program. The department shall make this determination if the projected amount of nonfederal share funds available for an applicable Medi-Cal managed care rating period is insufficient to support implementation of this section in the subject Medi-Cal managed care rating period. The department shall post notice of the determination on its internet website.

(k) The director may modify any process or methodology specified in this section to the extent necessary to comply with state or federal law or regulations, or to secure or maintain federal approval or federal financial participation. If the director determines, after consulting with participating eligible providers, that a modification to the process or methodology is necessary, the director shall execute a declaration stating that this determination has been made and describing the modification. The director shall retain the declaration and provide a copy, within five working days of the execution of the declaration, to the fiscal and appropriate policy committees of the Legislature. The director shall post the declaration on the department's internet website.

(*l*) Notwithstanding Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, the department may implement, interpret, or make specific this section, in whole or in part, by means of all-county letters, provider bulletins, plan letters, or other similar instructions without taking regulatory action.

(m) (1) The department shall implement this section only to the extent that federal financial participation is available and any necessary federal approvals are obtained.

(2) The department shall promptly seek any necessary federal approvals for the implementation of this section for an applicable Medi-Cal managed care rating period.

SEC. 3. Section 14129 of the Welfare and Institutions Code is amended to read:

14129. For purposes of this article, the following definitions apply:

(a) "Annual quality assurance fee rate" means the quality assurance fee assessed on each emergency medical transport during each applicable state fiscal year.

(b) "Aggregate fee schedule amount" means the product of the fee-for-service add-on increase described in Section 14129.3 and the Medi-Cal emergency medical transports, including both fee-for-service transports paid by the department and managed care transports paid by Medi-Cal managed care health plans, utilizing the billing codes for emergency medical transport for the state fiscal year.

(c) "Available fee amount" shall be calculated as the sum of the following:

(1) The amount deposited in the Medi-Cal Emergency Medical Transport Fund established under Section 14129.2 during the applicable state fiscal year, less the amounts described in subparagraphs (A) and (B) of paragraph (2) of subdivision (f) of Section 14129.2.

(2) Any federal financial participation obtained as a result of the deposit of the amount described in paragraph (1) in the Medi-Cal Emergency Medical Transport Fund, created pursuant to Section 14129.2, for the applicable state fiscal year.

(d) "Department" means the State Department of Health Care Services.

(e) "Director" means the Director of Health Care Services.

(f) "Effective state medical assistance percentage" means a ratio of the aggregate expenditures from state-only sources for the Medi-Cal program divided by the aggregate expenditures from state and federal sources for the Medi-Cal program for a state fiscal year.

(g) "Emergency medical transport" means the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient by an emergency medical transport provider by means of an ambulance licensed, operated, and equipped in accordance with applicable state or local statutes, ordinances, or regulations that are billed with billing codes A0429 BLS Emergency, A0427 ALS Emergency, A0434 Specialty Care Transport, A0225 Neonatal Emergency Transport, and A0433 ALS2, and any equivalent, predecessor, or successor billing codes as may be determined by the director. "Emergency medical transport" excludes transportation of beneficiaries by passenger car, taxicabs, litter vans, wheelchair vans, other forms of public or private conveyances, and transportation by an air ambulance provider. An "emergency medical transport" does not occur when, following evaluation of a patient, a transport is not provided.

(h) "Gross receipts" means gross payments received as patient care revenue for emergency medical transports, determined on a cash basis of accounting. "Gross receipts" includes all payments received as patient care revenue for emergency medical transports, including payments for billing codes A0429 BLS Emergency, A0427 ALS Emergency, and A0433 ALS2, and any equivalent, predecessor, or successor billing codes as may be determined by the director, and any other ancillary billing codes associated with emergency medical transport as may be determined by the director.

"Gross receipts" excludes supplemental amounts received pursuant to Sections 14105.94 or 14105.945.

(i) "Emergency medical transport provider" means any provider of emergency medical transports, except that during any Medi-Cal managed care rating period for which Section 14105.945 is implemented "emergency medical transport provider" shall exclude "eligible providers" as defined in paragraph (1) of subdivision (a) of Section 14105.945 for purposes of this article.

(j) "Emergency medical transport provider subject to the fee" means all emergency medical transport providers who bill and receive patient care revenue from the provision of emergency medical transports, except emergency medical transport providers that are exempt pursuant to subdivision (c) of Section 14129.6.

(k) "Medi-Cal managed care health plan" means a "managed health care plan" as that term is defined in subdivision (ab) of Section 14169.51.

SEC. 4. Section 14129.3 of the Welfare and Institutions Code is amended to read:

14129.3. (a) Except as provided in subdivision (i) of Section 14105.945, commencing July 1, 2018, and for each state fiscal year thereafter for which this article is operative, reimbursement to emergency medical transport providers for emergency medical transports shall be increased by application of an add-on to the associated Medi-Cal fee-for-service payment schedule. The add-on increase to the fee-for-service payment schedule under this section shall be calculated on or before June 15, 2018, and shall remain the same for later state fiscal years for which this article is operative, to the extent the department determines federal financial participation is available and is not otherwise jeopardized. The add-on increase to the fee-for-service payment schedule under this section shall apply only to those billing codes identified in, or any equivalent, predecessor, or successor billing codes as may be determined by the director pursuant to, subdivision (g) of Section 14129. The department shall calculate the projections required by this subdivision based on the data submitted pursuant to Section 14129.1. The fee-for-service add-on shall be equal to the quotient of the available fee amount projected by the department on or before June 15, 2018, for the 2018–19 state fiscal year, divided by the total Medi-Cal emergency medical transports, including both fee-for-service transports paid by the department and managed care transports paid by Medi-Cal managed care health plans, utilizing these billing codes projected by the department on or before June 15, 2018, for the 2018–19 state fiscal year. The resulting fee-for-service payment schedule amounts after the application of this section shall be equal to the sum of the Medi-Cal fee-for-service payment schedule amount for the 2015–16 state fiscal year and the add-on increase.

(b) (1) Each applicable Medi-Cal managed care health plan shall satisfy its obligation under Section 438.114(c) of Title 42 of the Code of Federal Regulations for emergency medical transports and shall provide payment to noncontract emergency medical transport providers consistent with Section 1396u-2(b)(2)(D) of Title 42 of the United States Code. Effective July 1,

2018, and for each state fiscal year thereafter for which this article is operative, the amounts a noncontract emergency medical transport provider could collect if the beneficiary received medical assistance other than through enrollment in a Medi-Cal managed care health plan pursuant to Section 1396u-2(b)(2)(D) of Title 42 of the United States Code shall be the resulting fee-for-service payment schedule amounts after the application of this section.

(2) This subdivision shall not apply to an eligible provider, as defined in paragraph (1) of subdivision (a) of Section 14105.945, who provides noncontract emergency medical transports to an enrollee of a Medi-Cal managed care plan during any Medi-Cal managed care rating period that Section 14105.945 is implemented.

(c) The increased payments required by this section shall be funded solely from the following:

(1) The quality assurance fee set forth in Section 14129.2, along with any interest or other investment income earned on those funds.

(2) Federal reimbursement and any other related federal funds.

(d) The proceeds of the quality assurance fee set forth in Section 14129.2, the matching amount provided by the federal government, and any interest earned on those proceeds shall be used to supplement existing funding for emergency medical transports provided by emergency medical transport providers and not to supplant this funding.

(e) Notwithstanding this article, the department may seek federal approval to implement any add-on increase to the fee-for-service payment schedule pursuant to this section for any state fiscal year or years, as applicable, on a time-limited basis for a fixed program period, as determined by the department.

(f) Notwithstanding this article, the add-on increase to the fee-for-service payment schedule pursuant to this section shall only be required and payable for state fiscal years that a quality assurance fee payment obligation exists for emergency medical transport providers.

O

Agenda Item

Orange City Council

Item #: 3.10. 1/13/2026 **File #:** 25-0694

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. (Continued from December 9, 2025)

2. SUMMARY

The City utilizes a combination of heavy-duty copiers and light duty desktop printers for print production. The three-year lease agreement provides seven new copiers while the two-year with a one-year option 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 $57,000 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 $39,030.24 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 $39,030.24 and will be funded through General Fund (100).

100-2101-56301 Rents and Leases	$19,477.56
100-1601-56301 Rents and Leases	$19,552.68

The managed print services agreement will be funded through General Fund (100).

100-1601-56999 Other Repair / Maintenance services	$74,000

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 $57,000.00 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.

On December 9, 2025, the City Council directed staff to adjust the terms of the agreements. The former five-year lease has been adjusted to a three-year lease. The five-year managed print services agreement has been altered to a two-year agreement with a one-year option. During the third year, staff will administer a request for proposal process for these services. Staff additionally reduced the printer inventory by 45% which increased the annual savings by an additional estimated $6,000.

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

Orange City Council

Item #: 3.10. 1/13/2026 **File #:** 25-0694

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. (Continued from December 9, 2025)

2. SUMMARY

The City utilizes a combination of heavy-duty copiers and light duty desktop printers for print production. The three-year lease agreement provides seven new copiers while the two-year with a one-year option 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 $57,000 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 $39,030.24 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 $39,030.24 and will be funded through General Fund (100).

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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.

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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

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): 36 ("Term")	4. Interest Rate: 8.4% per annum ("Interest Rate")
2. Payment: $1,082.09 (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-70C36
Sharp BP-70C36
Sharp BP-70C36
Sharp BP-70C36
Sharp BP-70C45
Sharp BP-70C45
Sharp BP-70C45

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: _____

Daniel R. Slater, Mayor

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

Daniel R. Slater, Mayor

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: 12/12/2025 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			AUTHORIZATIONS	
TOTAL BASE CHARGE			COMMENTS:	
$6,130.79			24 month term with a 12 month optional extension	
BASE CHARGE FREQUENCY	OVERAGE METER FREQUENCY	PAYMENT TERMS	C3 SERVICE CONTRACT NUMBER:	
MONTHLY	MONTHLY	NET 30		
Monthly Volume	B/W OVERAGE		PURCHASE ORDER NUMBER:	
63,0000 BW (Current Fleet) / 7,500 BW (New Fleet)	0.0045 (Current Fleet) / .00297 (New Fleet) See Schedule A Breakdown			
Monthly Volume	Color OVERAGE		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.
78,000 BW (Current Fleet) / 1,200 C (New Fleet)	0.05324 (Current Fleet) / .0347 (New Fleet) See Schedule A Breakdown			
MANAGED PRINT SEVICES (MPS)				
MONTHLY PRINT VOLUME	B/W OVERAGE		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.
23,500	0.01790			
MONTHLY PRINT VOLUME	Color OVERAGE			
11,000	0.11000			

PRINTED CUSTOMER NAME:	CUSTOMER SIGNATURE:	DATE:
	X	

TERM (Months)	SALES REP PRINTED NAME:	SALES REP SIGNATURE:	DATE:
24	Davis Tran		12/17/25

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 fitted 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/Infrastructure 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.

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 - 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 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	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 Code Enforcement	PHBQD34542	78950	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	Color LaserJet Pro M452dn	Corina Perez City Hall Public Works	VNB3B58897	78964	0.0179	0.11
HP	LaserJet Pro M402n	Community Services	PHBHF07708	78973	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 Enterprise 600 M602dn	Steven Mann - Public Works	CNDCG9X2GL	78979	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 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 M451nw	Library	CNDG146643	78994	0.0179	0.11
HP	HP 605	Library	CNBCJ2T21S	78995	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	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 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	LaserJet Enterprise M506n	Water	PHBKR09894	79052	0.0179	0.11
HP	LaserJet Enterprise M506n	Water	PHBKQ08691	79053	0.0179	0.11
HP	LaserJet Enterprise M506n	Water	PHBGQ51431	79055	0.0179	0.11
HP	Color LaserJet MFP M477fdn	Corporate Yard	VNB8JD34QX	79067	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

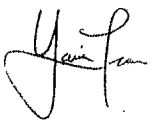
Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
HP	HP M477fnw	Fire # 2 (FD)	VNBKK89376	79072	0.0179	0.11
HP	LaserJet Pro M402dn	Ashley Taylor	PHBQH50758	79094	0.0179	0.11
HP	HP M553	Records TeleType (Room 122W) (PD)	JPCCL2T1RL	79106	0.0179	0.11
HP	Color LaserJet Enterprise M553dn	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
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 North (Next to Room 106) (PD)	PHBGQ53482	79194	0.0179	0.11
HP	LaserJet Enterprise M506n	Water Trailer - Joseph Bitto	PHBGQ54372	79224	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	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) Gaby Sevilla	VNG3X06785	79466	0.0179	0.11
HP	LaserJet MFP M527	Finance Building (Finance) Lisa Aduna	MXCCL4K0CZ	79515	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
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	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	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 M454dn	Rafael Bautista	VNB3S26387	81489	0.0179	0.11
HP	Color LaserJet Pro M454dn	Mark Ouellette	VNB3K48874	81574	0.0179	0.11

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
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 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
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

Manufacturer	Model	Location	Serial Number	Asset Tag	BW CPC	Color CPC
SHARP	BP-71C45	City Manager	TBD	TBD	0.00297	0.0347

Servicing Provider: C3 Tech
Davis Tran

VP of Operations
12/11/2025



Customer/Lessee ("You"): _____
(Signature of Authorized Signer)

Print Name: _____

Print Title: _____

Date: _____
(Date of Signature)

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REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT RCA-017-23010022
FOR
DIGITAL MULTIFUNCTIONAL COPIERS, PRINTERS, SOFTWARE, RELATED ACCESSORIES AND SERVICES
WITH
C3 OFFICE SOLUTIONS DBA C3 TECH

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.

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.

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

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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

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

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 #: 3.11. 1/13/2026 **File #:** 25-0707

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

THRU: **Jared Hildenbrand, City Manager**

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

1. SUBJECT

Approval of temporary street closures for approved special events. Resolution No.11654.

2. SUMMARY

The closure of City streets and paid parking lots, and suspension of neighborhood permit parking restrictions needed to support special events, require annual City Council action. A schedule of anticipated events, along with corresponding street and parking impacts, has been developed with input from event organizers, and is being submitted for approval.

3. RECOMMENDED ACTION

1. Adopt Resolution No.11654. A Resolution of the City Council of the City of Orange approving the temporary closure of sections of public streets for approved special events.

2. Approve closure of municipal parking lots and temporary suspension of neighborhood permit parking restrictions for certain events and dates occurring in calendar year 2026.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

The closure of City streets and parking lots, and suspension of neighborhood permit parking restrictions necessary to support special events require City Council action. Listed below for approval are special events for the upcoming year that require either: Plaza closure, major street closure, parking lot closure, and/or suspension of permit parking.

Related to the above and in August 1997, the City Council adopted a process for approving special events that involve closing the Plaza and adjacent public streets. The City Council-approved criteria allow the Plaza to be closed for special events for up to twenty days per year, with no more than twelve of those being either a Friday, Saturday, or Sunday. This year's requests include Plaza closures of ten days total, six of which fall on Friday, Saturday, or Sunday.

For non-City events, the event sponsor must also obtain a special event permit from the Community

Development Department.

In accordance with Orange Municipal Code Section 10.40.110, the Public Works Director or designee may temporarily suspend any parking meter operations (paid parking) for public benefit during special events. Staff's intent is to suspend all paid parking (including on streets and in city lots) for events listed under the "Plaza Closure" section of this report. Paid parking is expected to remain in effect for all other events.

Provided below is the schedule of anticipated special events between January 2026 and December 2026.

Plaza Closure
Closure of the Plaza, including all four spoke streets. Chapman Avenue to be closed from Lemon Street to Grand Street; Glassell Street to be closed from Almond Avenue to Maple Avenue; Orange Street from 155 N. Orange Street to 123 S. Orange Street; Olive Street from 114 N. Olive Street to 115. S. Olive Street. Temporary Suspension of Permit Parking Restrictions Chapman University Neighborhood Permit Parking Area A.

May 2-3, 2026

Celebrate Orange (May Parade, Taste of Orange, and Orange Plaza Car Show - Production Agreement Pending) Celebrate Orange will be comprised of 3 individual events: May Parade, Taste of Orange, and Orange Plaza Car Show. The overall event will involve a continuous Plaza Closure and suspension of permit parking from 4 a.m., Saturday May 2, to 11 p.m., Sunday, May 3. In addition, the individual events will involve closures of city streets/lots other than the Plaza, as follows:

May Parade - Chamber of Commerce Foundation
From 4 a.m. to 1 p.m. on Saturday, May 2: Chapman Avenue from Cambridge Street to Cypress Street; Pine, Harwood, and Shaffer Streets from Maple Avenue to Almond Avenue; Cleveland Street from Maple Avenue to Chapman Avenue; Center Street from Chapman Avenue to Almond Avenue; Grand Street from Maple Avenue to Chapman Avenue; Orange Street from Maple Avenue to Almond Avenue; Glassell Street from Maple Avenue to Washington Avenue; Olive Street from Maple Avenue to Almond Avenue; Lemon Street from Maple Avenue to Almond Avenue; and Cypress Street from Maple Avenue to Almond Avenue.
Municipal Parking Lot 12.

Taste of Orange - Assistance League of Orange Blossoms

From 8 am to 8 pm on Saturday, May 2: closure of Municipal Parking Lot 2, adjacent to 124 S Orange Street. Authorization to direct attendees to Municipal Parking Lots 1,3,4,5,6,7,8,9,11,12, and 13. Dedicated on-street parking on west side of South Orange Street from (adjacent to Municipal Lot 2 for Taste of Orange roll off dumpster only.)

Orange Plaza Car Show - Rotary Club of Orange Plaza
Plaza closure and suspension of permit parking only.

September 3, 2026 - September 7, 2026

Orange International Street Fair, Inc.

Plaza closure from 2:00 a.m. Thursday- September 3, 2026 through 7:00 a.m. Monday - September 7, 2026 Closure of Municipal Parking Lots 1 and 2. Temporary Suspension of Permit Parking Restrictions Chapman University Neighborhood Permit Parking Area A.

October 29-30, 2026

Treats in the Streets Autumn Festival - Community Services
Plaza southeast quadrant closure Thursday, October 29, 2026 5:00 a.m. - 11:30 p.m.; Closure of one row of parking in Municipal Parking Lot 2 behind Assistance League (thirteen spaces) Thursday, October 29, 2026, 5:00 a.m. - Friday, October 30, 2026 12 p.m.; Temporary suspension of Chapman University Neighborhood Permit Parking Area A, all day Thursday, October 29, 2026; Full Plaza closure Thursday, October 29, 2026, 1:00 p.m. - 11:30 p.m. Chapman Avenue to be closed from Lemon Street easterly to Grand Street; Glassell Street from Almond Avenue northerly to Maple Avenue; Temporary suspension of Permit Parking Restrictions, Around the Old Towne area, all day Thursday, October 29, 2026.

December 4-7, 2026

Tree Lighting Ceremony & Candlelight Choir Procession - Community Services

Plaza Closure, Sunday, December 6, 2026, 2:00 a.m.-11:30 p.m. Northeast quadrant of the Plaza will remain closed until 10:00 a.m., Monday, December 7, 2026; Saturday, December 5, 2026, 5:00 a.m. - Monday, December 7, 2026, 12:00 p.m. closure of one row of parking in Municipal Lot 2 behind Assistance League (thirteen spaces); Closure of entire south Almond lot from Friday, December 4, 2026 6:00 a.m. - Monday December 7, 2026, 8:00 a.m. Temporary suspension of Permit Parking Restrictions Chapman University Neighborhood Permit Parking Area A, all day Sunday, December 6, 2026; Temporary suspension of Permit Parking Restrictions Old Towne area, all day Sunday, December 6, 2026. Closure of Municipal Parking Lot 1 (Grand Avenue,) all day Sunday December 6, 2026.

Street Closure

June 20, 2026 **Annual Old Towne Orange Chili Cook Off - Rotary Club of Orange**
Temporary closure of Cypress Street from Chapman Avenue to Maple Avenue on Saturday, June 20, 2026 from 6:00 a.m. to 6:00 p.m.

Suspend Permit Parking

January 21, 2026 **OHS/Community Showcase - Orange High School**
Chapman University Neighborhood Permit Parking Area A

May 22-24, 2026 **Baccalaureate & Commencement- Chapman University**
Chapman University Neighborhood Permit Parking Area A

June 10-11, 2026 **Graduation - Orange Unified School District**
El Modena High School/Fred Kelly Stadium Permit Parking Areas D & G West side of McPherson Road between Spring Street & Pearl Street. (Adjacent to Grijalva Park at Santiago Creek)

June 12, 2026 **Diploma Distribution - Orange High School**
Chapman University Neighborhood Permit Parking Area A

August 18-19, 2026 **Student Move-In Day - Chapman University**
Freshman Class Student Move-In Day Chapman University Neighborhood Permit Parking A

Dedicated On-Street Parking

October 4-10, 2026 **Boutique Noel - Assistance League of Orange**

West side of South Orange Street adjacent to Municipal Parking Lot 2 (for Boutique Noel vendors only). Reserve four parking stalls in the northeast corner of Parking Lot 2.

7. ATTACHMENTS

- Attachment 1 - Resolution No. 11654
- Attachment 2 - Map of Municipal Parking Lots
- Attachment 3 - Map of Permit Parking Area A
- Attachment 4 - Site Sketch of South Orange Street at Assistance League Building
- Attachment 5 - 2026 Agreement Exhibit B Car Show Area Map
- Attachment 6 - Letters of Request

Agenda Item

Orange City Council

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Goal 3: Enhance Public Communication Strategy and Quality of Life

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RESOLUTION NO. 11654

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING THE TEMPORARY CLOSURE OF SECTIONS OF PUBLIC STREETS FOR APPROVED SPECIALEVENTS.

WHEREAS, Vehicle Code Section 21101(e) authorizes cities to close portions of streets for celebrations and local special events when, in the opinion of the City Council, the closure is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closure; and

WHEREAS, the City's Community Services Department, Orange Chamber of Commerce Foundation, Assistance League of Orange – Orange Blossoms, Orange International Street Fair, Inc., and Rotary Club of Orange Plaza have requested temporarystreet closures to accommodate several special events in the streets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

CELEBRATE ORANGE -MAY PARADE – ORANGE CHAMBER OF COMMERCE FOUNDATION:

Section I:

That Chapman Avenue be closed from Grand Street to Lemon Street and that Glassell Street be closed from Maple Avenue to Almond Avenue and that Orange Street from 155 N. Orange Street to 123 S. Orange Street and that from Olive Street from 114 N. Olive Street to 115. S. Olive Street from 4:00 A.M. on Saturday, May 2, 2026, through 6:00 P.M. on Sunday, May 3, 2026.

That Chapman Avenue be closed from Cambridge Street to Cypress Street; that Pine, Harwood, and Shaffer Streets be closed from Maple Avenue to Almond Avenue; that Cleveland Street be closed from Maple Avenue to Chapman Avenue; that Center Street be closed from Chapman Avenue to Almond Avenue; that Grand Street be closed from Maple Avenue to Chapman Avenue; that Orange Street be closed from Maple Avenue to Almond Avenue; that Glassell Street be closed from Maple Avenue to Washington Avenue; that Olive Street be closed from Maple Avenue to Almond Avenue; that Lemon Street be closed from Maple Avenue to Almond Avenue; and that Cypress Street be closed from Maple Avenue to Almond Avenue from 4:00 A.M. to approximately 1:00 P.M. on Saturday, May 2, 2026.

Section II:

That before said closure shall occur Orange Chamber of Commerce Foundation shall comply with allterms and conditions contained in the preapproved Agreement.

Section III:

That Orange Chamber of Commerce Foundation shall notify area residents and businesses of the eventand temporary street closure in accordance with the conditions contained in the preapproved Agreement.

CELEBRATE ORANGE – TASTE OF ORANGE – ASSISTANCE LEAGUE OF ORANGE – ORANGE BLOSSOMS:

Section I:

That Chapman Avenue be closed from Grand Street to Lemon Street and that Glassell Street be closed from Maple Avenue to Almond Avenue and Orange Street from 155 N. Orange Street to 123 S. Orange Street that from Olive Street from 114 N. Olive Street to 115. S. Olive Street from 4:00 A.M. on Saturday, May 2, 2026, through 6:00 P.M. on Sunday, May 3, 2026. And;

That dedicated on-street parking on the west side of South Orange Street (adjacent to Municipal Lot 2).

Section II:

That before said closure shall occur, the Assistance League of Orange - Orange Blossoms shall comply with allterms and conditions contained in the preapproved Agreement.

Section III:

That The Assistance League of Orange – Orange Blossoms shall notify area residents and businesses of the event and temporary street closure in accordance with the conditions contained in the preapproved Agreement.

CELEBRATE ORANGE - PLAZA CAR SHOW – ROTARY CLUB OF ORANGE PLAZA:

Section I:

That Chapman Avenue be closed from Grand Street to Lemon Street and that Glassell Street be closed from Maple Avenue to Almond Avenue and that Orange Street from 155 N. Orange Street to 123 S. Orange Street and Olive Street from 114 N. Olive Street to 115. S. Olive Street from 4:00 a.m. on Saturday May 2, 2026 through 6:00 p.m. Sunday, May 3, 2026.

Section II:

That before said closure shall occur, The Rotary Club of Orange Plaza shall comply with allterms and conditions contained in the preapproved Agreement.

Section III:

That Rotary Club of Orange Plaza shall notify area residents and businesses of the event

and temporary street closure in accordance with the conditions contained in the preapproved Agreement.

ANNUAL OLD TOWNE ORANGE CHILI COOK OFF – ROTARY CLUB OF ORANGE:

Section I:

That Cypress Street be closed from Chapman Avenue to Maple Avenue from 6:00 a.m. to 6:00 p.m. on Saturday, June 20, 2026.

ORANGE INTERNATIONAL STREET FAIR, INC.:

Section I:

That Chapman Avenue be closed from Grand Street to Lemon Street and that Glassell Street be closed from Maple Avenue to Almond Avenue and Orange Street from 155 N. Orange Street to 123 S. Orange Street from 2:00 A.M. on Thursday, September 3, 2026, through 7:00 A.M. on Monday, September 7, 2026.

Section II:

That before said closure shall occur, Orange International Street Fair, Inc. shall comply with all terms and conditions contained in the preapproved Agreement.

Section III:

That Orange International Street Fair, Inc. shall notify area residents and businesses of the event and temporary street closure in accordance with the conditions contained in the preapproved Agreement.

TREATS IN THE STREETS AUTUMN FESTIVAL – CITY OF ORANGE COMMUNITY SERVICES:

Section I:

That the southeast quadrant of the Plaza be closed from 5:00 A.M. to 11:30 P.M. on Thursday, October 29, 2026.

Section II:

That Chapman Avenue be closed from Grand Street to Lemon Street, and that Glassell Street be closed from Maple Avenue to Almond Avenue and Orange Street from 155 N. Orange Street to 123 S. Orange Street from 1:00 P.M. to 11:30 P.M. on Thursday, October 29, 2026.

Section III:

That before said closure shall occur, the Community Services Department, with assistance

from Orange Police and Public Works Departments, shall provide all signing, barricades, and traffic control necessary for the closure acceptable to the City.

Section IV:

That the Community Services Department shall notify area residents, businesses, and OCTA of the event and temporary street closure and parking removal in accordance with the Police Department's directions.

TREE LIGHTING CEREMONY & CANDLELIGHT PROCESSION – CITY OF ORANGE COMMUNITY SERVICES:

Section I:

That the northeast quadrant of the Plaza be closed from 2:00 A.M. Sunday, December 6, 2026, until 10:00 A.M. on Monday, December 7, 2026.

Section II:

That Chapman Avenue be closed from Grand Street to Lemon Street and that Glassell Street be closed from Maple Avenue to Almond Avenue and Orange Street from 155 N. Orange Street to 123 S. Orange Street from 2:00 A.M. to 11:30 P.M., Sunday, December 6, 2026.

Section III:

That before said closure shall occur, the Community Services Department with assistance from Orange Police and Public Works Departments shall provide all signing, barricades, and traffic control necessary for the closure acceptable to the City.

Section IV:

That the Community Services Department shall notify area residents, businesses, and OCTA of the event and temporary street closure and parking removal in accordance with the Police Department's direction.

ADOPTED this ____ day of _____, 2026

_____
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 _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

File: J:\Projects-PublicWorks\ParkingLots\downtown_parking_maintenance_Feb2015.mxd

Attachment 2

Map of Municipal Parking Lots

Z OF ORANGE

COUNTY, CALIFORNIA

C PARKING LOTS IN NTOWN ORANGE

36 Total Spaces
57 Permit Spaces

Legend

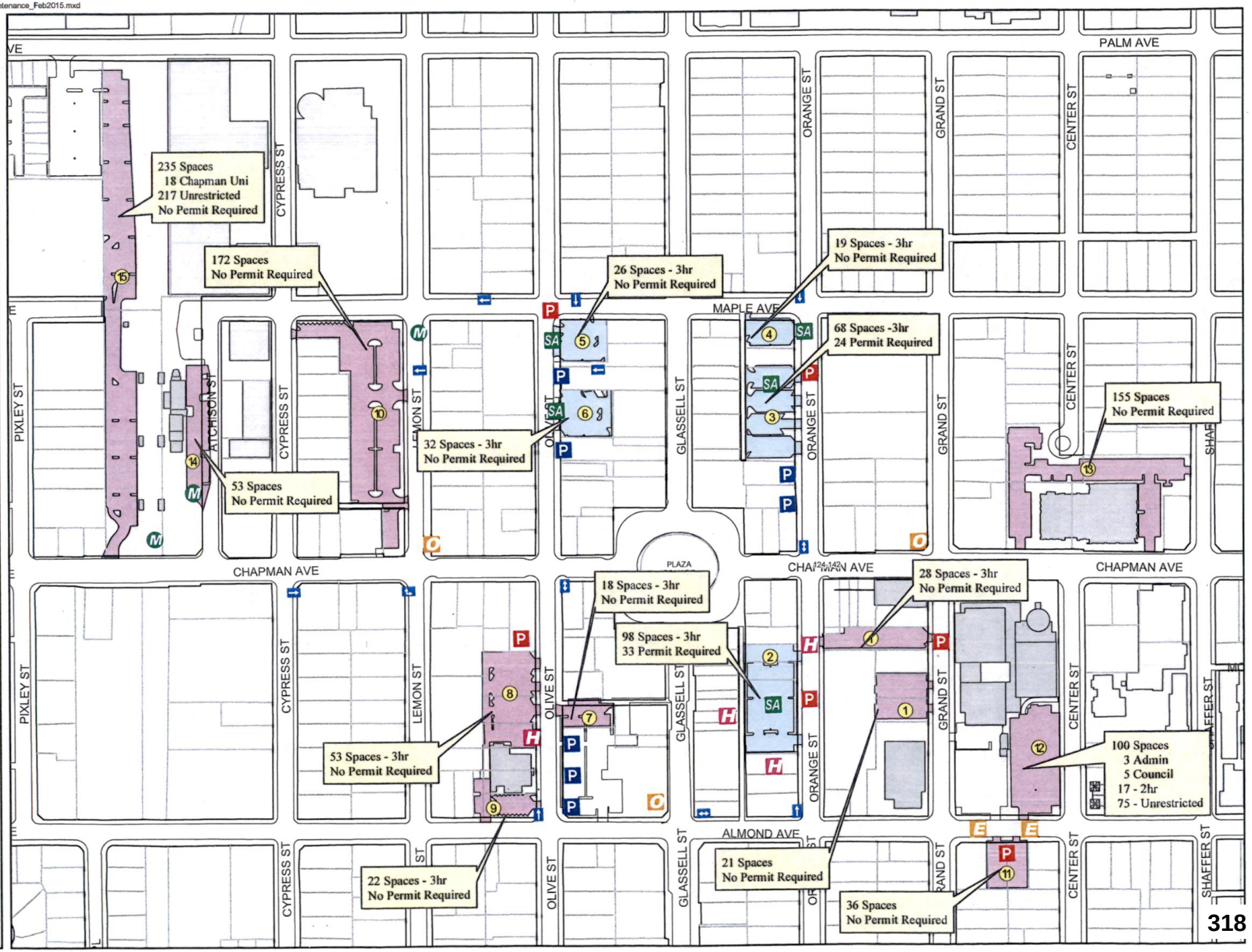
MAINTAINED_BY

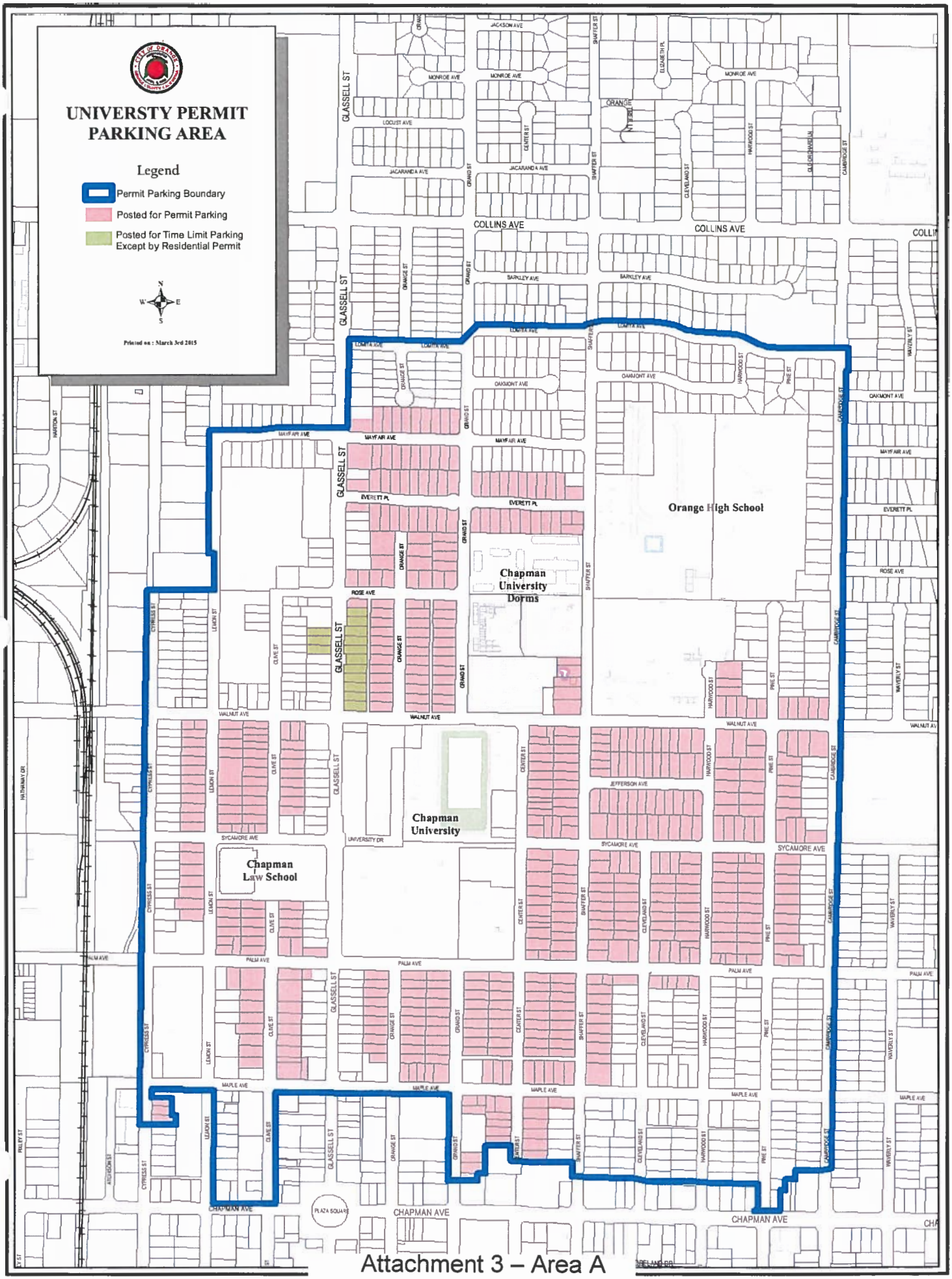
- Community Services
- Successor Agency

- P — Orange Public Parking
- P — Private Party Parking Signage
- SA — Successor Agency Parking
- E — City Hall Public/Employee Parking
- H — Handicap Parking
- M — Metrolink Parking
- O — Old Towne Monument Sign
- ↔ — Directional Sign

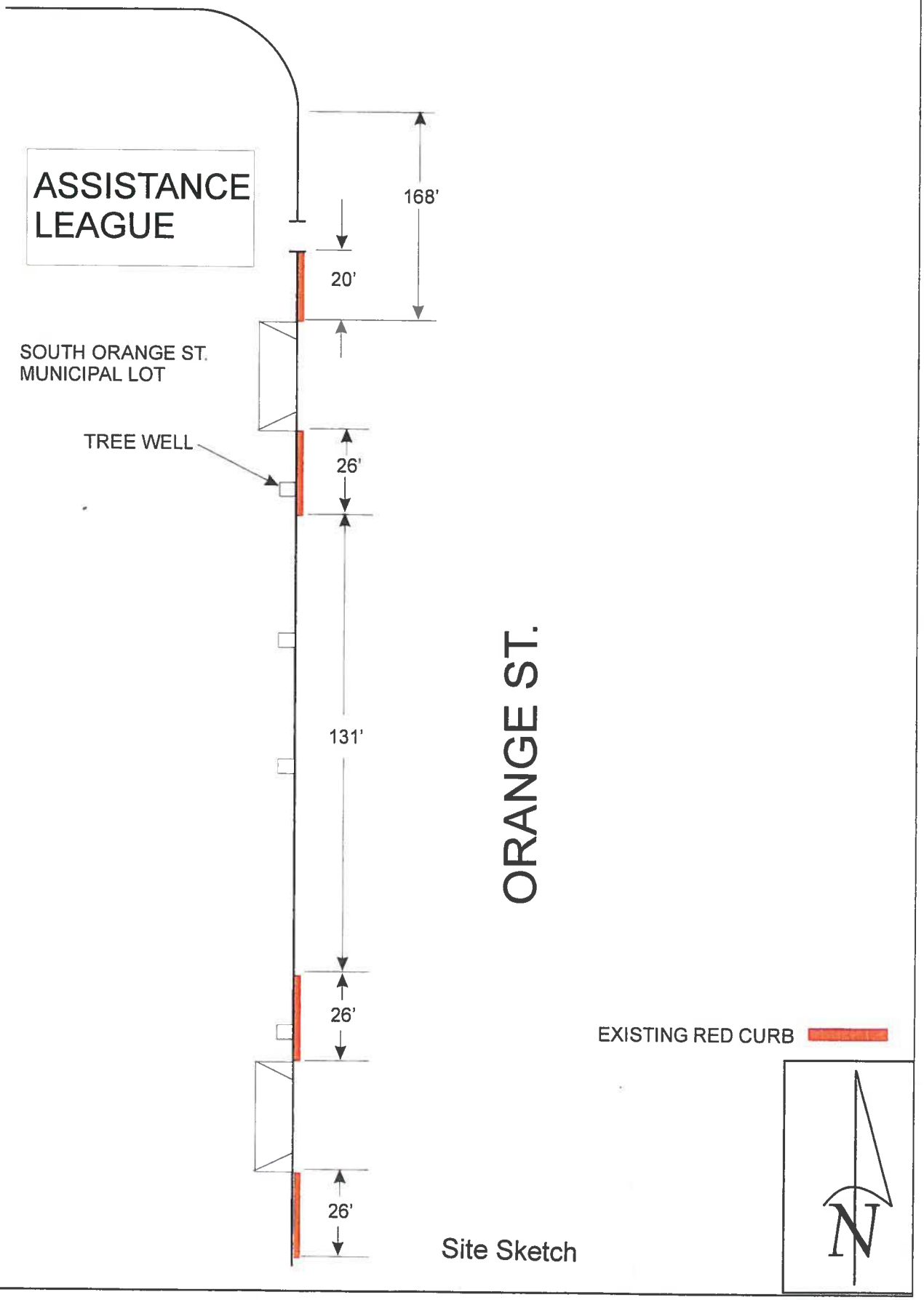
0 100 200 300 400 500 Feet

Printed February 2nd 2015

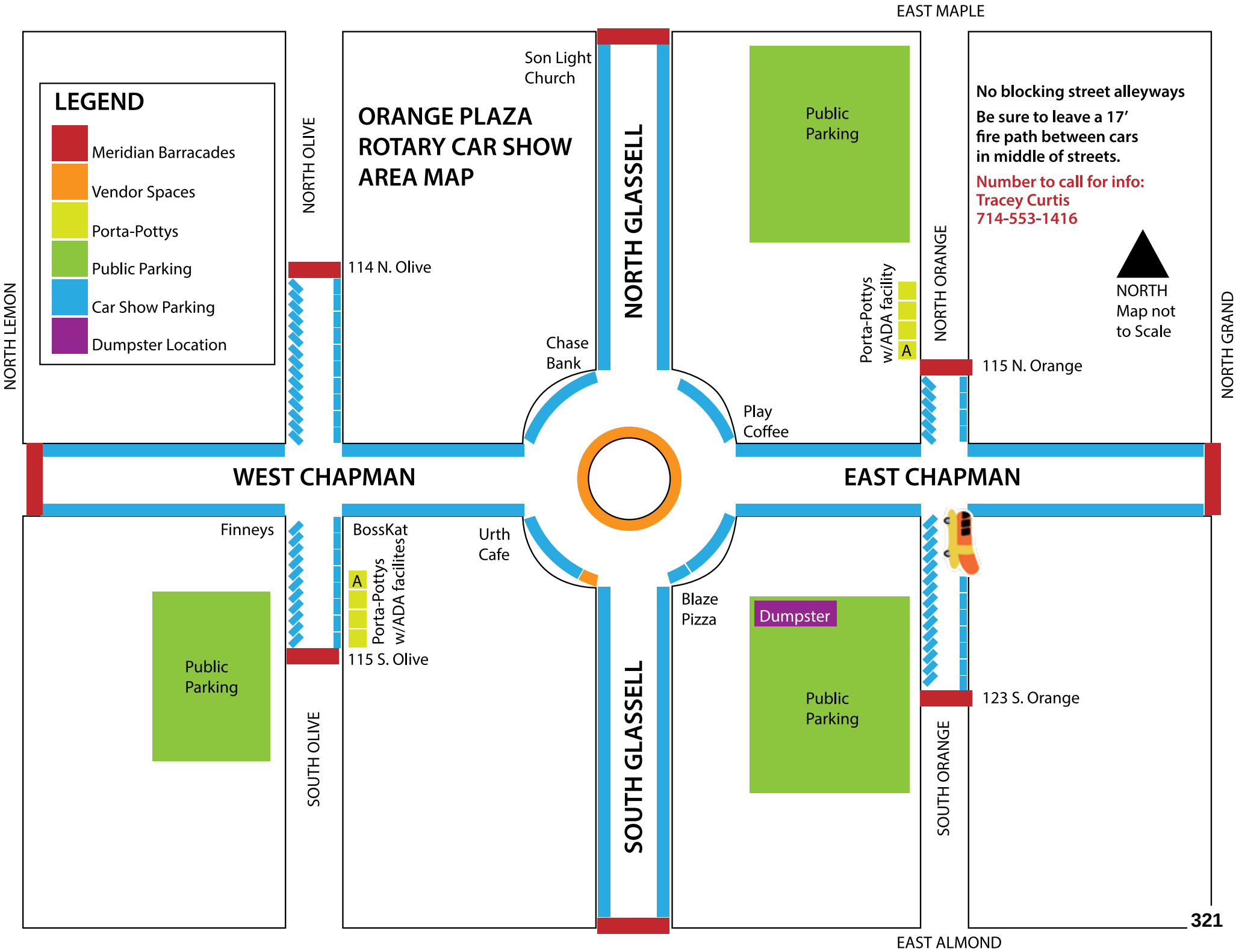




Attachment 3 – Area A


CHAPMAN AVE.
ASSISTANCE LEAGUE
168'
20'
SOUTH ORANGE ST.
MUNICIPAL LOT
TREE WELL
26'
131'
ORANGE ST.
26'
26'
EXISTING RED CURB
N

Site Sketch


EAST MAPLE
LEGEND
Meridian Barracades
Vendor Spaces
Porta-Pottys
Public Parking
Car Show Parking
Dumpster Location
ORANGE PLAZA
ROTARY CAR SHOW
AREA MAP
Son Light
Church
NORTH OLIVE
NORTH GLASSELL
Public
Parking
No blocking street alleyways
Be sure to leave a 17'
fire path between cars
in middle of streets.
Number to call for info:
Tracey Curtis
714-553-1416
NORTH
Map not
to Scale
NORTH LEMON
114 N. Olive
Chase
Bank
Porta-Pottys
w/ADA facility
A
NORTH ORANGE
115 N. Orange
NORTH GRAND
Play
Coffee
WEST CHAPMAN
EAST CHAPMAN
Finneys
BossKat
A
Porta-Pottys
w/ADA facilites
115 S. Olive
Urth
Cafe
Blaze
Pizza
Dumpster
Public
Parking
Public
Parking
SOUTH OLIVE
SOUTH GLASSELL
SOUTH ORANGE
123 S. Orange
EAST ALMOND
321

assistance league®
Orange

November 16, 2025

City of Orange
300 East Chapman Avenue
Orange, CA 92866
Attn. Francisco Vasquez
Public Works

RE: Parking Request for Boutique Noel 2026 – Assistance League of Orange

Dear Honorable Mayor and Council Members:

Assistance League of Orange is requesting dedicated street parking **Sunday, October 4, through Saturday, October 10, 2026.** We will be holding our 32nd Annual Holiday Boutique Noel on October 7-10 in 2026. Approximately 20 vendors will set up their merchandise at our Chapter Center on October 3 and 4 and return daily during the event to re-stock their booths. Boutique Noel draws around 2,000 people who shop our boutique, as well as enjoy dining and shopping in downtown Orange.

For many years, the City of Orange has graciously provided us with dedicated parking for our vendors along South Orange Street, thereby reducing the impact on parking in the lots at 100 South Orange Street and the parking lot south of Chapman Avenue between Grand and Orange Streets. This dedicated street parking for "Boutique Noel Vendors Only" has freed up city parking lots for use by local shoppers and patrons.

We respectfully request the City's support in providing us with dedicated "Vendor Only Parking" on South Orange Street adjacent to the 100 S. Orange Street lot, between the two driveways, and one space in front of our entry door at 124 S. Orange Street. We also request four (4) spaces in the northeast corner of the same lot directly beside our building.

Boutique Noel is a fundraising effort and community outreach opportunity. Proceeds from the event support the sixteen philanthropic programs organized by Assistance league of Orange. We thank the Mayor and City Council of Orange for their ongoing support of our community programs and the fundraising efforts that finance them.

Sincerely,
Ida J. Rooney

Ida J. Rooney
Co-Chair, Boutique Noel 2026

November 4, 2025

Staff At City of Orange
RE: Public Property use for Special Event - North Cypress Street, Orange

City Staff & City Council Members:

In partnership with Chapman Crafted, the Rotary Club of Orange is requesting the closure and use of a public street in conjunction with a special event. The Rotary Club of Orange is hosting the 3rd Annual Old Towne Orange Chili Cook Off on Saturday June 20,, 2026 from 6am to 6pm. We are excited about hosting this event as last year's event was a huge success for both the Rotary Club of Orange and our local community.

Chapman Crafted is located at 123 N. Cypress Street in Old Towne Orange, and the proposed street closure would be on N. Cypress Street from West Chapman Ave to Maple Avenue. We have verbal agreements with the businesses located on N. Cypress Street and are assured the Saturday street closure will not affect daily operations of the businesses.

As for past events, Chapman Crafted is able to extend normal operations from the California Alcoholic Beverage Control to allow attendees access to the enclosed area on N. Cypress Street. We will pour our locally made beer (21 & over) to attendees of the event.

All alcoholic beverages will be poured in distinctive plastic cups to attendees wearing wristbands that have been ID checked by a certified Responsible Beverage Licensee upon entrance. Food will be served from licensed food trucks and approved food vendors in conjunction with the Orange County Health Department as Chapman Crafted is a licensed host facility. All Chili Cooks are required to abide by the Orange County Health Department guidelines.

The 3rd Annual Old Towne Orange Chili Cook Off expects around 25 Chili Cooks and 10 Local Restaurant Cooks, and to draw around 2500 people over the course of the event. We will have ample staff, hired private security, professional clean up crew for all public areas, and volunteers to control the flow of the attendees entering and exiting the premises, and to maintain a safe, comfortable capacity within the entire area.

Please contact our Event Coordinator, Jennifer Gonzalez, with any questions regarding the event at [redacted]

Thank you for your consideration of this use.

Sincerely yours,

Jennifer Gonzalez
Event Organizer- Old Towne Orange Chili Cook Off

CHAPMAN UNIVERSITY | PUBLIC SAFETY

One University Drive
Orange, California 92866
www.chapman.edu/publicsafety

Department of Public Safety
(714) 997-6763 • Fax: (714) 744-7863

November 14, 2025

Director, Public Works
City of Orange
300 E. Chapman Ave.
Orange, CA 92866-1591

Dear Public Works Representative,

On the weekend of May 22-24, 2026, Chapman University will be holding its annual Baccalaureate and Commencement exercises at the Orange main campus. We are expecting approximately 10,000 guests over the three days for the various ceremonies.

Although we provide extensive instruction and ample parking, many first time visitors may inadvertently park on a street that requires a permit adjacent to the residence life area. For that reason, we are submitting our traditional request, asking that the parking permit requirement be lifted from Friday, May 22 through Sunday, May 24, 2026.

Additionally, we would like to request a suspension for Move in Day on Tuesday, August 18 and Wednesday, August 19, 2026, for similar reasons.

Thank you, as always, for your help and support.

Respectfully,

Dr. Ricardo Gonzalez
Chief of Public Safety

Francisco Vasquez

From: Kenyon, Kami <
Sent: Wednesday, December 3, 2025 11:56 AM
To: Ochoa, Brenda; Francisco Vasquez; De Armas, Christopher; Anderson, Sheryl
Subject: Re: 2nd Notice City of Orange Permit Parking Suspension 2026

As far as I can see, you will need to have special parking permit privileges for the following dates:

January 21, 2026 - OHS/Community Showcase 4 -730 pm
June 12, 2026 - Diploma Distribution 8-11 am

Other than that, maybe registration dates in August, which are TBD.

Kami D. Kenyon
Orange High School
Activities Director / ASB Advisor
English Teacher
APEX Site Coordinator
Facilitator for RSCC Petition Program

From: Ochoa, Brenda
Sent: Wednesday, November 12, 2025 10:33 AM
To: Francisco Vasquez <fvasquez@cityoforange.org>; De Armas, Christopher < Anderson, Sheryl <: Kenyon
Subject: Re: 2nd Notice City of Orange Permit Parking Suspension 2026

Chris, don't forget to do this. Kami can probably help you with dates.

Kindest regards,

Brenda Ochoa
Assistant Principal
Orange High School
525 N. Shaffer St.
Orange, Ca 92867
Curriculum Office: 7

(Insert on Staff Report, below "Plaza Closure")

Celebrate Orange Events – May Parade, Taste of Orange, and Plaza Car Show

Plaza Closure from 4 a.m. Saturday, May 2 through 6 p.m. Sunday, May 3, 2026, and temporary suspension of permit parking restrictions in the Chapman University Neighborhood Permit Parking Area A, as well as all "paid" municipal parking lots.

May 2, 2026 Celebrate Orange May Parade – Chamber of Commerce Foundation &

In addition to the Plaza closure and suspended parking, the following street closures are requested from 4 a.m. – 1 p.m.:

Chapman Avenue from Cambridge Street to Cypress Street;

Pine, Harwood, and Shaffer Streets from Maple Avenue to Almond Avenue;

Cleveland Street from Maple Avenue to Chapman Avenue;

Center Street from Chapman Avenue to Almond Avenue;

Grand Street from Maple Avenue to Chapman Avenue;

Orange Street from Maple Avenue to Almond Avenue;

Glassell Street from Maple Avenue to Washington Avenue;

Olive Street from Maple Avenue to Almond Avenue;

Lemon Street from Maple Avenue to Almond Avenue; and

Cypress Street from Maple Avenue to Almond Avenue.

And closure of Municipal Parking Lot 12 (if necessary).

May 2, 2026 Celebrate Orange Taste of Orange – Assistance League of Orange – Orange Blossoms

In addition to the Plaza closure and suspended parking, they are requesting closure of Municipal Parking Lot 2, adjacent to 124 S. Orange Street from 8 a.m. – 8 p.m., as well as dedicated on-street parking (see map).

May 3, 2026 Celebrate Orange Plaza Car Show – Orange Plaza Rotary

No additional requests aside from the Plaza closure and suspended parking.

City of Orange
Community Services Department
Administration Division

Memo

To: Francisco Vasquez, Administrative Assistant

From: Austin Postovoit, Administrative Manager

Date: November 7, 2025

Re: 2026 Community Services Street & Plaza Closure Requests

2026 Community Services Street/Plaza Closures & Parking Suspension Requests

Event	Location	Event Date & Time	Closure/Suspension Time
Orange International Street Fair	Closure of the Plaza including all four spoke streets. Chapman Avenue to be closed from Lemon Street easterly to Grand Street; Glassell Street from Almond Avenue northerly to Maple Avenue. Temporary suspension of permit parking around the Old Towne area. Temporary suspension of Chapman University Neighborhood Permit Parking Area A	Friday – September 4, (5:00 p.m.) through Sunday September 6 (10:00 p.m.)	Thursday – September 3 2:00 a.m. through Monday September 7, 7:00 a.m.
Treats in the Streets Autumn Festival	Closure of the Southeast quadrant of the Plaza Temporary suspension of Chapman University Neighborhood Permit Parking Area A	Thursday, October 29 4:00 p.m.– 7:00 p.m.	SE quadrant closure: Thursday, October 29 5:00 a.m. – 11:30 p.m.
	Closure of one row of parking in Municipal Lot #2 behind Assistance League (13 spaces)	Thursday, October 29 4:00 p.m.– 7:00 p.m.	One row- Municipal lot #2 Thursday, October 29 5:00 a.m. – Friday, October 30, 12:00 p.m.
	Closure of the Plaza including all four spoke streets. Chapman Avenue to be closed from Lemon Street easterly to Grand Street; Glassell Street from Almond Avenue northerly to Maple Avenue. Temporary suspension of permit parking around the Old Towne area.	Thursday, October 29 4:00 p.m.– 7:00 p.m.	Plaza Closure: Thursday, October 29 1:00 p.m. – 11:30 p.m. Permit parking suspension: All day Thursday, October 29

Tree Lighting Ceremony and Candlelight Choir Procession	Closure of one row of parking in *Municipal Lot #2 behind Assistance League (13 spaces)	Sunday, December 6 3:30 – 7:00 p.m.	Saturday, December 5 5 a.m.-Monday, December 7, 12 p.m.
Tree Lighting Ceremony and Candlelight Choir Procession	Closure of the Plaza including all four spoke streets. Chapman Avenue to be closed from Lemon Street easterly to Grand Street; Glassell Street from Almond Avenue northerly to Maple Avenue. Temporary suspension of permit parking around the Old Towne area. Temporary suspension of Chapman University Neighborhood Permit Parking Area A	Sunday, December 6 3:30 – 7:00 p.m.	Plaza closure: Sunday, December 6 2:00 a.m. – 11:30 p.m. (*Northeast quadrant will remain closed until 10:00 a.m. Monday, December 7*). Permit parking suspension: All day Sunday, December 6
Tree Lighting Ceremony and Candlelight Choir Procession	Closure of the south Almond St. parking lot.	Sunday, December 6 3:30 – 7:00 p.m.	Parking Lot closure: Friday, December 4 6:00 a.m. – Monday, December 7, 8:00 a.m.

Attachment: Public Parking Lots in Downtown Orange for Municipal Lot #2
Attachment: Chapman University Neighborhood Permit Parking Area A

Cc: Leslie Hardy, Community and Library Services Director
Emily Bustamante, Assistant Community Services Director

ORANGE INTERNATIONAL STREET FAIR, INC.

November 7, 2025

Honorable Mayor and Members of the City Council,

The Orange International Street Fair, Inc. (OISF) respectfully requests permission to host the following community events within the Old Towne Plaza District in 2026. Each event description includes the proposed dates, operating hours, and the street-closure times required to support safe setup and event operations.

Orange International Street Fair – 54th Annual Event

- **Event Dates:** September 4–7, 2026
- **Event Operating Hours:**
    - Friday, September 5: 5:00 p.m. – 10:00 p.m.
    - Saturday, September 6: 10:00 a.m. – 10:00 p.m.
    - Sunday, September 7: 10:00 a.m. – 10:00 p.m.
- **Requested Street Closure:** Beginning **2:00 a.m. on Thursday, September 3, 2025**, to allow for safe event setup, infrastructure placement, inspections, and vendor preparations.
- **Use of Public Parking Lots:**
    - 100 Block of S. Orange Street (behind the Army Navy Store)
    - 100 Block of S. Olive Street (between Chapman Avenue and Almond Avenue)
      These areas will support OISF operations, vending, sponsor support vehicles, and City support services.

Treats in the Streets- 30th Annual Event

- **Event Date:** October 29, 2026
- **Event Operating Time:** 4:00 p.m. – 7:00 p.m.
- **Requested Street Closure:** Beginning **12:00 p.m. (noon)** on October 29, 2026, to support event setup, safety coordination, and vendor placement.

Christmas Tree Lighting & Candlelight Procession 32nd Annual Event

- **Event Date:** December 6, 2026
- **Event Operating Time:** 3:00 p.m. – 7:00 p.m. (Tree Lighting at dusk)
- **Requested Street Closure:** Beginning **2:00 a.m.** on December 6, 2026, for market buildout, staging, production preparation, and City support services.

These longstanding community events collectively support more than 75 local nonprofit organizations, enabling them to fund and provide impactful services throughout the year. Our Board of Directors and volunteer committees contribute hundreds of hours to ensure every event is safe, well-organized, and reflective of the community spirit of Orange.

On behalf of the Board of Directors, we extend our sincere appreciation to the City Council for more than five decades of partnership and support. With this continued collaboration, OISF remains committed to delivering high-quality, community-centered events for the residents and visitors of Orange.

Sincerely,

Adam Feliz
President
Orange International Street Fair, Inc.

CC: OISF Board of Directors

Francisco Vasquez

From: Angel Jr, Heri
Sent: Thursday, November 6, 2025 7:14 PM
To: Francisco Vasquez
Subject: Re: Notice Suspension of Permit Parking for 2026 High School Commencement Ceremonies

Good afternoon Mr. Vasquez,

Thank you for reaching out. On behalf of the Orange Unified School District, I would like to formally request the suspension of Permit Parking during the 2026 High School Commencement Ceremonies at Fred Kelly Stadium. The requested dates and times are as follows:

Wednesday, June 10, 2026 – 12:00 p.m. to 10:00 p.m.

Thursday, June 11, 2026 – 12:00 p.m. to 10:00 p.m.

Please let me know if you need any additional information or documentation to complete the request. Thank you.

Best Regards,

Heriberto Angel

On Nov 6, 2025, at 6:56 PM, Angel Jr, Heri wrote:

Best Regards,

Heriberto Angel

Begin forwarded message:

From: Francisco Vasquez <fvasquez@cityoforange.org>
Date: October 27, 2025 at 12:21:25 PM PDT
To: "Angel Jr, H
Subject: Notice Suspension of Permit Parking for 2026 High School Commencement Ceremonies

Agenda Item

Orange City Council

Item #: 1. 1/13/2026 **File #:** 25-0708

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Recognized Obligation Payment Schedule for the fiscal period covering July 1, 2026, through June 30, 2027; and last and final Recognized Obligation Payment Schedule for Fiscal Year 2026-37. Resolution No. SAORA-039 and Resolution No. SAORA-040.

2. SUMMARY

Approve the Fiscal Years 2026-27 Recognized Obligation Payment Schedule (ROPS) and approve the Last and Final ROPS schedule for Fiscal Years 2026-27 through 2036-37 and transmit annual ROPS and Final ROPS to the Orange Countywide Oversight Board of the Successor Agency to the Orange Redevelopment Agency.

3. RECOMMENDED ACTION

1. Adopt Resolution No. SAORA-039. A Resolution of the Governing Board of the Successor Agency to the Orange Redevelopment Agency approving a Recognized Obligation Payment Schedule (ROPS) for the fiscal period covering July 1, 2026, through June 30, 2027, pursuant to Health and Safety Code Section 34177 and taking certain related actions.
2. Direct staff to transmit Fiscal Years 2026-27 ROPS and related Administrative Budgets to the Orange Countywide Oversight Board of the Successor Agency to the Orange Redevelopment Agency.
3. Adopt Resolution No. SAORA-40. A Resolution of the Governing Board of the Successor Agency to the Orange Redevelopment Agency approving the Last and Final Recognized Obligation Payment Schedule for the Fiscal Period from July 1, 2026, through June 30, 2027, subject to submittal to, and review by the Orange Countywide Oversight Board and the State Department of Finance pursuant to Dissolution Law, authorizing the posting and transmittal thereof.
4. Direct staff to transmit Last and Final ROPS to the Orange Countywide Oversight Board of the Successor Agency to the Orange Redevelopment Agency.

4. FISCAL IMPACT

The preparation and submittal of the Fiscal Years 2026-27 ROPS allows the Successor Agency to pay its enforceable obligations for the period from July 1, 2026 through June 30, 2027. Items listed on the Fiscal Years 2026-27 ROPS will be included in the City's Fiscal Year 26-27 (FY27) Annual Budget.

The preparation and submittal of the Last and Final ROPS 2026-2037 allows the Successor Agency

to schedule and pay its enforceable obligation for the period from July 1, 2026 though June 2037. Items listed on the Last and Final will be included in the respective annual budgets.

There is no direct impact to the City's general revenues.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

With the dissolution of the Orange Redevelopment Agency (Agency) effective January 31, 2012, the City Council adopted Resolution No. 10625 authorizing the City to become the Successor Agency for the former redevelopment agency and enabling the City to fulfill the continued expenses of the Agency. A significant majority of Recognized Obligation Payment Schedule (ROPS) expenses are outstanding Agency bonds that are scheduled to be paid twice a year until they mature in the years ranging from 2028 - 2036.

Assembly Bill 113 (AB 113) provided additional amendments to obligations and deadlines for redevelopment wind-down activities, including specific language in Health and Safety Code (HSC) Section 34177(o)(1) with regard to preparation and approval of Annual ROPS covering the period of July 1 to June 30. The Annual ROPS lists all legally binding and enforceable agreements or contracts of the former Orange Redevelopment Agency (Agency) for each fiscal-year period, including those necessary for the continued administration of the Successor Agency to wind down the former Agency.

The State Department of Finance (DOF) requires submission of the Annual ROPS through the web-based application called the Redevelopment Agency Dissolution Web Application (RAD), first established in 2013. This Annual ROPS covers the period July 1, 2026, to June 30, 2027 (ROPS 26-27). It is comprised of the following four forms:

1) Summary Report: This form summarizes funding totals carried forward from the ROPS Detail Form by funding source and reports the Current Period Funding for Enforceable Obligations of ROPS 26-27A and 26-27B in separate columns.

2) ROPS Detail Form: This form lists the Agency outstanding obligations, debts, and payments due for ROPS A and B separately by fund source.

3) Report of Cash Balances Form: This form requires the Successor Agency to report all cash balances for each funding source in accordance with HSC section 34177(l).

4) Notes Form: The completion of this form is optional and available to Successor Agency to provide additional information associated with the ROPS Detail Form.

Overview of ROPS 26-27

Following the RAD process for ROPS 26-27, the estimated Redevelopment Property Tax Trust Fund (RPTTF) to be disbursed is $2,325,763 subject to approval of the Orange Countywide Oversight Board and the DOF.

Proposed ROPS 26-27	Amount Requested	Administrative Budget	Estimated RPTTF Disbursement Amount
Other Funds	$0	$0	$0

RPTTF	$2,314,853	$10,910	$2,325,763
TOTAL	$2,314,853	$10,910	$2,325,763

Along with preparing the Annual ROPS, the Successor Agency is required to prepare administrative budgets for the six-month fiscal periods from July 1, 2026 through December 31, 2026, and from January 1, 2027 through June 30, 2027. The proposed Administrative Budgets shall include estimated amounts for Successor Agency administrative costs that are to be paid from property tax revenues deposited in the RPTTF.

Last and Final ROPS

Pursuant to Health and Safety Code section 34191.6, successor agencies that have received a Finding of Completion may submit a Last and Final ROPS for approval at any time if all of the following conditions are met:

1. The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with definite payment schedules,
2. All remaining obligations have been previously listed on a ROPS and approved for payment by DOF pursuant to Health and Safety Code section 34177, and
3. The Successor Agency is not a party to outstanding or unresolved litigation.

The City of Orange Successor Agency meets all the conditions to submit a Last and Final ROPS.

A Last and Final ROPS is beneficial to the Successor Agency as it provides an avenue for the automation of the ROPS process. Agencies that submit and receive approval for a Last and Final ROPS no longer have to undergo the annual ROPS process, which reduces the administrative burden on the Successor Agency, Oversight Board, County Auditor Controller, and the Department of Finance. The Last and Final also includes estimates with anticipated increases in administrative costs incurred. As these are estimates based on historical actuals, in the case of any significant variances they can be resolved by amending the Last and Final ROPS. Pursuant to Health and Safety Code section 34191 (c) (2), the agency may submit a maximum of two requests to amend the approved Last and Final ROPS if necessary and is subject to the following:

- The request should be approved by the Oversight Board before submission.
- Department of Finance has 100 days to approve or deny the agency's request.

The annual ROPS 2026-27 must be submitted concurrently with the Last and Final ROPS. This ensures the Successor Agency receives funding for the next period in the event the Last and Final is not approved.

Accompanying the attached Last and Final ROPS resolution is the Successor Agency's proposed Last and Final ROPS schedule. Since dissolution began the Successor Agency has retired several previous enforceable obligations, resulting in only two remaining items listed on the annual ROPS 2026-27. Specifically, the proposed Last and Final ROPS lists the following:

- Orange Merged and Amended Redevelopment Project Area 2008 Tax Allocation Bonds, Series B which will be fully retired June 30, 2028 (FY 2027-28)
- Successor Agency to the Orange Redevelopment Agency 2018 Tax Allocation Refunding

Bonds, Series A which will be fully retired September 01, 2036 (FY 2036-37)

Deadline to submit Annual ROPS 26-27

To comply with AB 113 and the upcoming February 1, 2026, deadline, it is recommended the Successor Agency approve ROPS 26-27 and the related administrative budget and transmit these documents to the Orange Countywide Oversight Board for approval at their January board meeting. The DOF has indicated late ROPS submission will be subject to penalties set forth in Health and Safety Code 34177(o)(1). The penalty affects the entity that created the redevelopment agency which is subject to a penalty in an amount equal to $10,000 per day for every day the ROPS is not submitted to the DOF.

The Last and Final ROPS if approved will be presented at the Orange Countywide Oversight Board meeting in January. If the Oversight Board approves the Last and Final ROPS, the Successor Agency staff will transmit the packet to the Department of Finance for approval.

7. ATTACHMENTS

- Resolution No. SAORA-039
- Resolution No. SAORA-040

Agenda Item

Orange City Council

Item #: 1. 1/13/2026 **File #:** 25-0708

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Recognized Obligation Payment Schedule for the fiscal period covering July 1, 2026, through June 30, 2027; and last and final Recognized Obligation Payment Schedule for Fiscal Year 2026-37. Resolution No. SAORA-039 and Resolution No. SAORA-040.

2. SUMMARY

Approve the Fiscal Years 2026-27 Recognized Obligation Payment Schedule (ROPS) and approve the Last and Final ROPS schedule for Fiscal Years 2026-27 through 2036-37 and transmit annual ROPS and Final ROPS to the Orange Countywide Oversight Board of the Successor Agency to the Orange Redevelopment Agency.

3. RECOMMENDED ACTION

1. Adopt Resolution No. SAORA-039. A Resolution of the Governing Board of the Successor Agency to the Orange Redevelopment Agency approving a Recognized Obligation Payment Schedule (ROPS) for the fiscal period covering July 1, 2026, through June 30, 2027, pursuant to Health and Safety Code Section 34177 and taking certain related actions.
2. Direct staff to transmit Fiscal Years 2026-27 ROPS and related Administrative Budgets to the Orange Countywide Oversight Board of the Successor Agency to the Orange Redevelopment Agency.
3. Adopt Resolution No. SAORA-40. A Resolution of the Governing Board of the Successor Agency to the Orange Redevelopment Agency approving the Last and Final Recognized Obligation Payment Schedule for the Fiscal Period from July 1, 2026, through June 30, 20237, subject to submittal to, and review by the Orange Countywide Oversight Board and the State Department of Finance pursuant to Dissolution Law, authorizing the posting and transmittal thereof.
4. Direct staff to transmit Last and Final ROPS to the Orange Countywide Oversight Board of the Successor Agency to the Orange Redevelopment Agency.

4. FISCAL IMPACT

The preparation and submittal of the Fiscal Years 2026-27 ROPS allows the Successor Agency to pay its enforceable obligations for the period from July 1, 2026 through June 30, 2027. Items listed on the Fiscal Years 2026-27 ROPS will be included in the City's Fiscal Year 26-27 (FY27) Annual Budget.

The preparation and submittal of the Last and Final ROPS 2026-2037 allows the Successor Agency

to schedule and pay its enforceable obligation for the period from July 1, 2026 though June 2037. Items listed on the Last and Final will be included in the respective annual budgets.

There is no direct impact to the City's general revenues.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

With the dissolution of the Orange Redevelopment Agency (Agency) effective January 31, 2012, the City Council adopted Resolution No. 10625 authorizing the City to become the Successor Agency for the former redevelopment agency and enabling the City to fulfill the continued expenses of the Agency. A significant majority of Recognized Obligation Payment Schedule (ROPS) expenses are outstanding Agency bonds that are scheduled to be paid twice a year until they mature in the years ranging from 2028 - 2036.

Assembly Bill 113 (AB 113) provided additional amendments to obligations and deadlines for redevelopment wind-down activities, including specific language in Health and Safety Code (HSC) Section 34177(o)(1) with regard to preparation and approval of Annual ROPS covering the period of July 1 to June 30. The Annual ROPS lists all legally binding and enforceable agreements or contracts of the former Orange Redevelopment Agency (Agency) for each fiscal-year period, including those necessary for the continued administration of the Successor Agency to wind down the former Agency.

The State Department of Finance (DOF) requires submission of the Annual ROPS through the web-based application called the Redevelopment Agency Dissolution Web Application (RAD), first established in 2013. This Annual ROPS covers the period July 1, 2026, to June 30, 2027 (ROPS 26-27). It is comprised of the following four forms:

1) Summary Report: This form summarizes funding totals carried forward from the ROPS Detail Form by funding source and reports the Current Period Funding for Enforceable Obligations of ROPS 26-27A and 26-27B in separate columns.

2) ROPS Detail Form: This form lists the Agency outstanding obligations, debts, and payments due for ROPS A and B separately by fund source.

3) Report of Cash Balances Form: This form requires the Successor Agency to report all cash balances for each funding source in accordance with HSC section 34177(l).

4) Notes Form: The completion of this form is optional and available to Successor Agency to provide additional information associated with the ROPS Detail Form.

Overview of ROPS 26-27

Following the RAD process for ROPS 26-27, the estimated Redevelopment Property Tax Trust Fund (RPTTF) to be disbursed is $2,325,763 subject to approval of the Orange Countywide Oversight Board and the DOF.

Proposed ROPS 26-27	Amount Requested	Administrative Budget	Estimated RPTTF Disbursement Amount
Other Funds	$0	$0	$0

RPTTF	$2,314,853	$10,910	$2,325,763
TOTAL	$2,314,853	$10,910	$2,325,763

Along with preparing the Annual ROPS, the Successor Agency is required to prepare administrative budgets for the six-month fiscal periods from July 1, 2026 through December 31, 2026, and from January 1, 2027 through June 30, 2027. The proposed Administrative Budgets shall include estimated amounts for Successor Agency administrative costs that are to be paid from property tax revenues deposited in the RPTTF.

Last and Final ROPS

Pursuant to Health and Safety Code section 34191.6, successor agencies that have received a Finding of Completion may submit a Last and Final ROPS for approval at any time if all of the following conditions are met:

1. The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with definite payment schedules,
2. All remaining obligations have been previously listed on a ROPS and approved for payment by DOF pursuant to Health and Safety Code section 34177, and
3. The Successor Agency is not a party to outstanding or unresolved litigation.

The City of Orange Successor Agency meets all the conditions to submit a Last and Final ROPS.

A Last and Final ROPS is beneficial to the Successor Agency as it provides an avenue for the automation of the ROPS process. Agencies that submit and receive approval for a Last and Final ROPS no longer have to undergo the annual ROPS process, which reduces the administrative burden on the Successor Agency, Oversight Board, County Auditor Controller, and the Department of Finance. The Last and Final also includes estimates with anticipated increases in administrative costs incurred. As these are estimates based on historical actuals, in the case of any significant variances they can be resolved by amending the Last and Final ROPS. Pursuant to Health and Safety Code section 34191 (c) (2), the agency may submit a maximum of two requests to amend the approved Last and Final ROPS if necessary and is subject to the following:

- The request should be approved by the Oversight Board before submission.
- Department of Finance has 100 days to approve or deny the agency's request.

The annual ROPS 2026-27 must be submitted concurrently with the Last and Final ROPS. This ensures the Successor Agency receives funding for the next period in the event the Last and Final is not approved.

Accompanying the attached Last and Final ROPS resolution is the Successor Agency's proposed Last and Final ROPS schedule. Since dissolution began the Successor Agency has retired several previous enforceable obligations, resulting in only two remaining items listed on the annual ROPS 2026-27. Specifically, the proposed Last and Final ROPS lists the following:

- Orange Merged and Amended Redevelopment Project Area 2008 Tax Allocation Bonds, Series B which will be fully retired June 30, 2028 (FY 2027-28)
- Successor Agency to the Orange Redevelopment Agency 2018 Tax Allocation Refunding

Bonds, Series A which will be fully retired September 01, 2036 (FY 2036-37)

Deadline to submit Annual ROPS 26-27

To comply with AB 113 and the upcoming February 1, 2026, deadline, it is recommended the Successor Agency approve ROPS 26-27 and the related administrative budget and transmit these documents to the Orange Countywide Oversight Board for approval at their January board meeting. The DOF has indicated late ROPS submission will be subject to penalties set forth in Health and Safety Code 34177(o)(1). The penalty affects the entity that created the redevelopment agency which is subject to a penalty in an amount equal to $10,000 per day for every day the ROPS is not submitted to the DOF.

The Last and Final ROPS if approved will be presented at the Orange Countywide Oversight Board meeting in January. If the Oversight Board approves the Last and Final ROPS, the Successor Agency staff will transmit the packet to the Department of Finance for approval.

7. ATTACHMENTS

- Resolution No. SAORA-039
- Resolution No. SAORA-040

RESOLUTION NO. SAORA- 039

A RESOLUTION OF THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE ORANGE REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE FISCAL PERIOD FROM JULY 1, 2026, THROUGH JUNE 30, 2027, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code Section 34177(o), the Successor Agency to the Orange Redevelopment Agency (the Successor Agency) must prepare a Recognized Obligation Payment Schedule listing the anticipated payments for enforceable obligations to be made by the Successor Agency during the fiscal period from July 1, 2026, through June 30, 2027 (ROPS 26-27) and submit ROPS 26-27 to the oversight board of the Successor Agency (the Oversight Board) for approval; and

WHEREAS, pursuant to Health and Safety Code Section 34177(1)(2)(B), at the same time that the Successor Agency submits ROPS 26-27 to the Oversight Board for approval, the Successor Agency must submit a copy of such ROPS 26-27 to the State Department of Finance (the DOF), the County administrative officer, and the County Auditor-Controller; and

WHEREAS, pursuant to Health and Safety Code Section 34177(1)(2) and Section 34177 (o)(1), the Successor Agency must: (i) submit the Oversight Board-approved ROPS 26-27 to the DOF, the Office of the State Controller, and the County Auditor-Controller no later than February 1, 2026, and (ii) post a copy of the Oversight Board-approved ROPS 26-27 on the Successor Agency's website;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Successor Agency to the Orange Redevelopment Agency does hereby find, determine, resolve, and order as follows:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. ROPS 26-27, substantially in the form attached hereto as Exhibit A, is hereby approved. The Executive Director of the Successor Agency, in consultation with the Successor Agency's legal counsel, may modify ROPS 26-27 as the Executive Director or the Successor Agency's legal counsel deems necessary or advisable.

Section 3. Staff is hereby authorized and directed to submit a copy of ROPS 26-27 to the Oversight Board for approval and, at the same time, transmit a copy of ROPS 26-27

to the DOF, the County Auditor-Controller and the County administrative officer as designated by the County.

Section 4. Staff is hereby authorized and directed to submit a copy of Oversight Board-approved ROPS 25-26 to the DOF, the Office of the State Controller, and the County Auditor-Controller. If the Oversight Board has not approved ROPS 24-25 by February 1, 2026, Staff is hereby authorized and directed to transmit ROPS 26-27 to the DOF, the Office of the State Controller, and the County Auditor-Controller by February 1, 2026, with a written notification regarding the status of the Oversight Board's review. Written notice and information regarding the action of the Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF's choosing.

Section 5. Staff is hereby authorized and directed to post a copy of the Oversight Board-approved ROPS 26-27 on the Successor Agency's Internet website (being a page on the Internet website of the City of Orange).

Section 6. The officers and other Staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including but not limited to requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and making adjustments to ROPS 26-27 pursuant to the DOF's instructions, and any such actions previously taken are hereby ratified and confirmed.

PASSED AND ADOPTED this _____day of January 2026.

Daniel R. Slater, Chairperson

ATTEST:

Pamela Coleman, Agency Clerk

APPROVED AS TO FORM:

Nathalie Adourian, Agency Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I hereby certify that the foregoing Resolution was duly and regularly adopted by Governing Board of the Successor Agency to the Orange Redevelopment Agency at a regular meeting thereof held on the ____ day of January, 2026 by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

_____
Pamela Coleman, Agency Clerk

EXHIBIT A

SUCCESSOR AGENCY TO THE ORANGE REDEVELOPMENT AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(July 1, 2026 – June 30, 2027)

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Orange City

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ -**	**$ -**	**$ -**
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 1,879,268**	**$ 446,495**	**$ 2,325,763**
F RPTTF	1,879,268	435,585	2,314,853
G Administrative RPTTF	-	10,910	10,910
H Current Period Enforceable Obligations (A+E)	**$ 1,879,268**	**$ 446,495**	**$ 2,325,763**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Orange City
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 26-27 Total**	**ROPS 26-27A (Jul - Dec)**					**26-27A Total**	**ROPS 26-27B (Jan - Jun)**					**26-27B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$25,631,490		$2,325,763	$-	$-	$-	$1,879,268	$-	$1,879,268	$-	$-	$-	$435,585	$10,910	$446,495
4	2008 A&B and 2014A Bonds	Admin Costs	05/22/2012	09/01/2037	Richards,Watson & Gershon	Bond counsel	Orange Merged	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
61	2008 Tax Allocation Bonds Series B	Bonds Issued On or Before 12/31/10	05/01/2008	05/01/2038	US Bank	To fund Orange Merged & Amended	Orange Merged	1,312,755	N	$658,070	-	-	-	638,385	-	$638,385	-	-	-	19,685	-	$19,685
70	Successor Agency Administrative Costs	Admin Costs	08/16/1983	07/05/2039	various	Costs for maintaining Successor Agency operations	Orange Merged	106,900	N	$10,910	-	-	-	-	-	$-	-	-	-	-	10,910	$10,910
130	2018 Tax Allocation Refunding Bonds Series A	Bonds Issued After 12/31/10	07/12/2018	09/01/2036	US Bank	2018 Bond Refunding of the 2008 Tax Allocation Bonds, Series A. DOF approved Resolution No. OB-0078 that authorized the bond refunding and issuance.		24,005,850	N	$1,642,600	-	-	-	1,234,400	-	$1,234,400	-	-	-	408,200	-	$408,200
131	2008B & 2018A Bonds	Admin Costs	06/01/1997	09/01/2036	US Bank	Fiscal agent fees		109,392	N	$7,700	-	-	-	-	-	$-	-	-	-	7,700	-	$7,700
132	2008B & 2018A Bonds	Admin Costs	06/01/1997	09/01/2036	Willdan	Bonds disclosure/ arbitrage fees		96,593	N	$6,483	-	-	-	6,483	-	$6,483	-	-	-	-	-	$-

Orange City
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/23)** RPTTF amount should exclude "A" period distribution amount.	4,300	-	1,922,500	4,548,412	42,368	
2	**Revenue/Income (Actual 06/30/24)** RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller					4,019,802	
3	**Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)**			1,922,500		3,656,650	
4	**Retention of Available Cash Balance (Actual 06/30/24)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					41,164	
5	**ROPS 23-24 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required				
6	**Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$4,300**	**$-**	**$-**	**$4,548,412**	**$364,356**	

Orange City
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
4	
61	
70	
130	
131	
132	

RESOLUTION NO. SAORA- 040

A RESOLUTION OF THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE ORANGE REDEVELOPMENT AGENCY APPROVING THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE FISCAL PERIOD FROM JULY 1, 2026, THROUGH JUNE 30, 2037, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD AND THE STATE DEPARTMENT OF FINANCE PURSUANT TO DISSOLUTION LAW, AUTHORIZING THE POSTING AND TRANSMITTAL THEREOF

WHEREAS, the Orange Redevelopment Agency (Former Agency) was established as a redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code ("HSC") Section 33000, *et seq*., and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Orange ("City"); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and "Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation, and most recently by Senate Bill 107 (together, the "Dissolution Law"); and

WHEREAS, as of February 1, 2012 the Former Agency was officially dissolved under the Dissolution Law, and as a separate public entity, corporate and politic the Successor Agency to the Orange Redevelopment Agency ("Successor Agency") administers the enforceable obligations of the Former Agency and otherwise unwinds the Former Agency's affairs, all subject to the review and approval by a seven-member oversight board: and

WHEREAS, pursuant to Section 34179(j) of the Dissolution Law, in every California county there shall be one oversight board that is staffed by the county's auditor-controller; and

WHEREAS, the applicable consolidated oversight board overseeing this Successor Agency is the Orange Countywide Oversight Board ("Oversight Board"); and

WHEREAS, every oversight board, both the prior local board and this Oversight Board, has fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, pursuant to HSC Section 34191.6 successor agencies may submit a Last and Final Recognized Obligation Payment Schedule ("ROPS") for approval if all of the following conditions are met: 1) the remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules, 2) all remaining obligations have been previously listed on a ROPS and approved for payment by Department of Finance ("DOF") pursuant to HSC Section 34177, and 3) the Successor Agency is not party to outstanding or unresolved litigation; and

WHEREAS, the Agency meets the conditions required to submit a Last and Final ROPS, and

WHEREAS, the Agency has evaluated the implications of preparing a Last and Final ROPS and has determined that it reduces the administrative burden for dissolving the former Orange Redevelopment Agency; and

WHEREAS, Sections 34177(m), 34177(o) and 34179 provide that a Last and Final ROPS is submitted to, reviewed and authorized for submittal the Successor Agency and then reviewed and approved by the Oversight Board, and is not effective unless and until reviewed and approved by the State Department of Finance; and

WHEREAS, the Last and Final ROPS, in draft form, is attached as Exhibit A and is fully incorporated by this reference; and

WHEREAS, the Successor Agency has reviewed the Last and Final ROPS and desires to approve this schedule and to authorize and direct Successor Agency staff to transmit the Last and Final ROPS to the Oversight Board, with copies to the Orange County Administrative Officer ("CAO"), Orange County Auditor-Controller ("CAC"), the State Controller's Office ("SCO") and DOF as required by Dissolution Law.

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Successor Agency to the Orange Redevelopment Agency does hereby find, determine, resolve, and order as follows:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency hereby approves and authorizes submittal of the Last and Final ROPS, subject to review, modification, and final approval by the Oversight Board and the State Department of Finance pursuant to the Dissolution Law.

Section 3. The Successor Agency hereby authorizes and directs transmittal of the Last and Final ROPS to the Oversight Board and then to the DOF and other bodies as required by law.

Section 4. The officers and other Staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including posting the Last and Final ROPS on the Successor Agency website as required by law, transmitting the Last and Final ROPS to the appropriate agencies, requesting meet-and-confer with the State Department of Finance, and making any modifications to the Last and Final ROPS required or directed by the State Department of Finance.

PASSED AND ADOPTED this _____day of January, 2026.

_____
Daniel R. Slater, Chairperson

ATTEST:

_____
Pamela Coleman, Agency Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, Agency Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I hereby certify that the foregoing Resolution was duly and regularly adopted by Governing Board of the Successor Agency to the Orange Redevelopment Agency at a regular meeting thereof held on the ____ day of January, 2026 by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

_____
Pamela Coleman, Agency Clerk

EXHIBIT A

SUCCESSOR AGENCY TO THE ORANGE REDEVELOPMENT AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(July 1, 2026 – June 30, 2037)

Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary
Filed for the July 1, 2026 through June 30, 2037 Period

Successor Agency:	Orange City
County:	Orange
Initial ROPS Period:	26-27A
Final ROPS Period:	36-37B

	Requested Funding for Enforceable Obligations	Total Outstanding Obligation
A	**Enforceable Obligations Funded as Follows (B+C)**	**$-**
B	Bond Proceeds	-
C	Other Funds	-
D	**Redevelopment Property Tax Trust Fund (RPTTF) (E+F)**	**$25,631,490**
E	RPTTF	25,524,590
F	Administrative RPTTF	106,900
G	**Total Outstanding Obligations (A+D)**	**$25,631,490**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Orange City
Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary by ROPS Period
July 1, 2026 through June 30, 2037

A Period July - December						B Period January - June						Twelve-Month Total
ROPS Period	Fund Sources				Six-Month Total	ROPS Period	Fund Sources				Six-Month Total	
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF			Bond Proceeds	Other Funds	RPTTF	Admin RPTTF		
	$-	$-	$23,025,788	$-	$23,025,788		$-	$-	$2,498,802	$106,900	$2,605,702	$25,631,490
ROPS 26-27A	-	-	1,879,268	-	$1,879,268	ROPS 26-27B	-	-	435,585	10,910	$446,495	$2,325,763
ROPS 27-28A	-	-	1,909,692	-	$1,909,692	ROPS 27-28B	-	-	396,785	8,652	$405,437	$2,315,129
ROPS 28-29A	-	-	1,959,347	-	$1,959,347	ROPS 28-29B	-	-	356,565	8,854	$365,419	$2,324,766
ROPS 29-30A	-	-	1,995,579	-	$1,995,579	ROPS 29-30B	-	-	315,989	9,059	$325,048	$2,320,627
ROPS 30-31A	-	-	2,044,954	-	$2,044,954	ROPS 30-31B	-	-	273,184	9,267	$282,451	$2,327,405
ROPS 31-32A	-	-	2,087,098	-	$2,087,098	ROPS 31-32B	-	-	228,277	9,479	$237,756	$2,324,854
ROPS 32-33A	-	-	2,138,637	-	$2,138,637	ROPS 32-33B	-	-	181,019	9,693	$190,712	$2,329,349
ROPS 33-34A	-	-	2,184,821	-	$2,184,821	ROPS 33-34B	-	-	141,435	9,911	$151,346	$2,336,167
ROPS 34-35A	-	-	2,230,177	-	$2,230,177	ROPS 34-35B	-	-	100,176	10,132	$110,308	$2,340,485
ROPS 35-36A	-	-	2,275,356	-	$2,275,356	ROPS 35-36B	-	-	57,245	10,357	$67,602	$2,342,958
ROPS 36-37A	-	-	2,320,859	-	$2,320,859	ROPS 36-37B	-	-	12,542	10,586	$23,128	$2,343,987

Orange City
Last and Final Recognized Obligation Payment Schedule (ROPS) - ROPS Detail
July 1, 2026 through June 30, 2037
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstaning Obligation
								$25,631,490
4	2008 A&B and 2014A Bonds	Fees	05/22/2012	09/01/2037	Richards,Watson & Gershon	Bond counsel	Orange Merged	-
61	2008 Tax Allocation Bonds Series B	Bonds Issued On or Before 12/31/10	05/01/2008	12/30/2027	US Bank	To fund Orange Merged & Amended	Orange Merged	1,312,755
70	Successor Agency Administrative Costs	Admin Costs	08/16/1983	07/05/2039	various	Costs for maintaining Successor Agency operations	Orange Merged	106,900
128	2014 Tax Allocation Refunding Bonds Series A	Bonds Issued After 12/31/10	12/04/2014	02/29/2024	US Bank	2014 Bond Refunding of the 1997 Tax Allocation Parity Bonds, Series A and the 2003 Tax Allocation Refunding Bonds, Series A. DOF approved Resolution No. OB-0055 that authorized the bond refunding and issuance.	Orange Merged	-
130	2018 Tax Allocation Refunding Bonds Series A	Bonds Issued After 12/31/10	07/12/2018	09/01/2036	US Bank	2018 Bond Refunding of the 2008 Tax Allocation Bonds, Series A. DOF approved Resolution No. OB-0078 that authorized the bond refunding and issuance.		24,005,850
131	2008B, 2014A, & 2018A Bonds	Fees	06/01/1997	09/01/2036	US Bank	Fiscal agent fees		109,392
132	2008B, 2014A, & 2018A Bonds	Fees	06/01/1997	09/01/2036	Willdan	Bonds disclosure/arbitrage fees		96,593

A	L	P	Q	T	X	Y	AB	AF	AG	AJ	AN	AO	AR	AV	AW	AZ	BD	BE	BH
	26-27A (Jul-Dec)	26-27B (Jan-Jun)		27-28A (Jul-Dec)	27-28B (Jan-Jun)		28-29A (Jul-Dec)	28-29B (Jan-Jun)		29-30A (Jul-Dec)	29-30B (Jan-Jun)		30-31A (Jul-Dec)	30-31B (Jan-Jun)		31-32A (Jul-Dec)	31-32B (Jan-Jun)		32-33A (Jul-Dec)
Item #	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF
	$1,879,268	$435,585	$10,910	$1,909,692	$396,785	$8,652	$1,959,347	$356,565	$8,854	$1,995,579	$315,989	$9,059	$2,044,954	$273,184	$9,267	$2,087,098	$228,277	$9,479	$2,138,637
4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
61	638,385	19,685	-	654,685	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
128	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
130	1,234,400	408,200	-	1,248,200	387,200	-	1,952,200	348,075	-	1,988,075	307,075	-	2,037,075	263,825	-	2,078,825	218,450	-	2,128,450
131	-	7,700	-	-	8,085	-	-	8,490	-	-	8,914	-	-	9,359	-	-	9,827	-	-
132	6,483	-	-	6,807	1,500	-	7,147	-	-	7,504	-	-	7,879	-	-	8,273	-	-	10,187

A	BL	BM	BP	BT	BU	BX	CB	CC	CF	CJ	CK	CN	CR	CS
	32-33B (Jan-Jun)		33-34A (Jul-Dec)	33-34B (Jan-Jun)		34-35A (Jul-Dec)	34-35B (Jan-Jun)		35-36A (Jul-Dec)	35-36B (Jan-Jun)		36-37A (Jul-Dec)	36-37B (Jan-Jun)	
Item #	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF
	$181,019	$9,693	$2,184,821	$141,435	$9,911	$2,230,177	$100,176	$10,132	$2,275,356	$57,245	$10,357	$2,320,859	$12,542	$10,586
4	-	-	-	-	-	-	-	-	-	-	-	-	-	-
61	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70	-	-	-	-	-	-	-	-	-	-	-	-	-	-
128	-	-	-	-	-	-	-	-	-	-	-	-	-	-
130	170,700	-	2,175,700	130,600	-	2,220,600	88,800	-	2,263,800	45,300	-	2,310,300	-	-
131	10,319	-	-	10,835	-	-	11,376	-	-	11,945	-	-	12,542	-
132	-	-	9,121	-	-	9,577	-	-	11,556	-	-	10,559	-	-

Agenda Item

Orange City Council

Item #: 8.1. 1/13/2026 **File #:** 25-0713

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Public Hearing to consider revision of the Master Schedule of Fees and Charges to adopt revised administrative fees as a result of the Cost Allocation Plan and User Fee Study.

2. SUMMARY

A Cost Allocation Plan and User Fee Study prepared by Matrix Consulting Group was presented to the City Council in September 2025. Based on the study results and Council direction, this item proposes a limited update to the City of Orange Master Schedule of Fees to adopt revised fees within the Administration, Police, and Fire departments. Fees related to services provided by the Community Services, Public Works, and Community Development Departments will be brought forward for Council consideration at a later date.

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.

2. Adopt Resolution No.11653. A Resolution of the City Council of the City of Orange amending the Master Schedule of Fees and Charges for various services.

4. FISCAL IMPACT

The proposed fee updates are intended to recover the reasonable cost of providing services and are not expected to generate revenue in excess of service delivery costs. Adoption of the updated Master Schedule of Fees is anticipated to have a positive fiscal impact on the General Fund and applicable special revenue funds. Detailed fiscal impacts vary by department and fee category.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective 2.6: Reduce subsidy from general tax revenues

6. DISCUSSION AND BACKGROUND

Background

The City of Orange maintains a Master Schedule of Fees that establishes charges for services provided by various City departments. The Master Schedule of Fees is periodically reviewed and updated to reflect changes in service delivery costs, operational requirements, and applicable regulatory requirements.

California law, including Government Code Sections 66016, 66018, and 66019, requires local agencies to periodically review fees and ensure that fees do not exceed the reasonable cost of providing the associated service.

In September 2024, the City Council approved a contract with Matrix Consulting Group to prepare a Cost Allocation Plan and User Fee Study. The study was completed and presented to the City Council in September 2025. The City Council reviewed the Cost Allocation Plan and User Fee Study in September 2025 and discussed policy considerations related to user fees. Following discussion, the Council directed staff to conduct additional public outreach for certain fee categories. The report was received and filed.

Proposed Fee Updates

Based on Council direction at the September 2025 meeting, this update to the Master Schedule of Fees is limited to fees within the Administration, Fire, and Police Departments.

Fees related to services provided by the Community Services Department, Public Works Department, and Community Development Department are not included in this update. Based on Council feedback, staff will continue to evaluate those fees, including potential alternatives and public outreach opportunities, and will return to the City Council with recommended updates at a later date.

The proposed updates to the Master Schedule of Fees include:

- Adjustments to existing fees based on updated cost-of-service information;
- Addition of new fees where services are currently provided without an established fee;
- Removal of obsolete or no-longer-applicable fees; and
- Clarification of fee descriptions to improve transparency and consistency.

A detailed listing of proposed fee changes by department is included as an attachment to this report and summarized as follows.

Administration

Administration fees encompass fees within the City Clerk, City Manager, and Finance Departments and are recommended at or near 100% cost recovery for most services because they primarily benefit individual users and are legally eligible for full recovery. Overall adjustments represent an average increase of 30%, with a majority of the increase in the business license category, reflecting updating staffing costs, overhead, and service levels

City Clerk fees include targeted eliminations for services no longer provided and minor clarifications to reflect current practices. Most fees are state- or resolution-set; locally controlled fees generally under-recover, primarily due to high-volume services such as passport photos and room rentals.

Finance fees include consolidation of business license processing fees, removal of duplicative permits, and addition of a credit card surcharge to recover processing costs. While most fees are near full recovery, modest under-recovery remains for high-volume business license applications and certain regulatory permits.

Film permit fees, administered by the City Manager’s Office, remain consistent with prior years as the permitting process continues to be streamlined. These fees will be reviewed annually to ensure

appropriate cost recovery as services evolve.

Overall, the Administration Department recovers approximately 95-98% of total costs.

Fire and Paramedic Services

Fire and paramedic fees are recommended at 100% full-cost recovery, considering most are related to user-specific services such as inspections, permits, paramedic transports, and construction reviews. Overall adjustments represent an average increase of 35%, reflecting updated staffing costs and improved tiering fee for larger or more complex projects.

Police

Police administrative fees are recommended to move toward improved cost recovery for user-specific services such as permits, records, fingerprinting, background checks, and parking permits. Proposed updates include eliminating duplicative or state-regulated fees, adding a new false alarm tier, and clarifying digital media and clearance-related fees. The Police Department also administers various fines and penalties identified within this section; these charges does not fall within the scope of the fee study and are not considered in the overall cost recovery.

Overall, the Police Department's proposed fees aim to recover approximately 90% of total costs and overall adjustments represent an average increase of 25%.

Conclusion

This proposed action advances implementation of the Cost Allocation Plan and User Fee Study by adopting revised fees that more accurately reflect the cost of providing services, consistent with State law and City policy. The limited scope of this update allows the City to address cost recovery within the Administration, Police and Fire departments, while providing additional time for public outreach and policy discussion on other fee categories. Staff will return to the City Council at a later date with recommended updates for fees associated with the Community Services, Public Works, and Community Development Departments.

7. ATTACHMENTS

- Resolution No. 11653
- Updated Master Schedule of Fees

Agenda Item

Orange City Council

Item #: 8.1. 1/13/2026 **File #:** 25-0713

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7. ATTACHMENTS

- Resolution No. 11653
- Updated Master Schedule of Fees

RESOLUTION NO. 11653

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING THE MASTER SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES.

WHEREAS, pursuant to Chapter 3.10 of the Orange Municipal Code, the City Council has established and maintained a Master Schedule of Fees and Charges, consisting of fees and charges for services provided by the City to persons using such services; and

WHEREAS, in accordance with Chapter 3.10 of the Orange Municipal Code, the Master Schedule of Fees and Charges has been periodically amended and revised from time to time by the City Council; and

WHEREAS, the Master Schedule of Fees and Charges includes fees for various services provided by the City, as well as fees for the rental of City facilities and equipment; and

WHEREAS, pursuant to Government Code Section 50076 the amount the City may charge for specified services cannot exceed the estimated reasonable cost of providing the service; and

WHEREAS, the City contracted with Matrix Consulting Group to complete a user fee study, to estimate the cost of providing services for which fees are charged and to provide recommendations on the updating of the Master Schedule of Fees and Charges; and

WHEREAS, fees charged for the rental of City facilities and equipment are not subject to Government Code Section 50076.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

1. The Master Schedule of Fees and Charges is hereby amended and **Attachment "A"** to this Resolution is hereby adopted, modifying the Master Schedule of Fees and Charges to provide for the inclusion of the amounts of fees for those listed in **Attachment "A"**.

2. The City Council finds that the fees set forth in **Attachment "A"** do not exceed the reasonable cost of services provided by the City in connection with the services provided and that the fees for the rental of City facilities are set at a rate to reasonably insure that the cost of the facilities and equipment rental is borne by those seeking to utilize such facilities and equipment.

3. The fees listed in Attachment "A" shall be effective March 1, 2026.

4. If the fees set forth in this Resolution or the application thereof to any person or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect any other fee, charge, or rate, or application thereof, which can be implemented without the invalid fee, charge, or rate, or application thereof, and to this end the fees, charges and rates of this Resolution are declared to be severable.

ADOPTED this ____ day of _____, 2026.

_____
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 12th day of November 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

ATTACHMENT "A"

MASTER SCHEDULE OF FEES AND CHARGES EFFECTIVE MARCH 1, 2026.

[Behind this sheet.]

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
City Clerk						
Document Certification	Each	$ 10	$ 16	$ 15	94%	50%
Filing of Circulators of an Initiative	Each	$ 200	$ 200	$ 200	100%	0%
Subpoena for Records	Each	$ 15	$ 15	$ 15	100%	0%
Photocopy:						
Election-Related	Per Copy	$ 0.10	$ 0.10	$ 0.10	100%	0%
Black & White	Per Copy	$ 0.15	$ 0.15	$ 0.15	100%	0%
Color Copy	Per Copy	$ 0.25	$ 0.25	$ 0.25	100%	0%
Flash Drive Copy	Each	$ 25	$ 31	$ 30	97%	20%
Passport Processing	Each	$ 35	$ 35	$ 35	100%	0%
Passport Photo	Each	$ 15	$ 20	$ 15	75%	0%
Candidate Registration	Each	$ 25	$ 25	$ 25	100%	0%
Lobbyist Registration Fee:						
Initial	Each	$ 190	$ 190	$ 190	100%	0%
Annual	Each	$ 190	$ 190	$ 190	100%	0%
Room Rental:						
Weimer Room	Per Hour	$ 115	$ 170	$ 170	100%	48%
Conference Room C	Per Hour	$ 115	$ 168	$ 165	98%	43%
City Manager						
FILMING FEES						
Filming Fees:						
Application Fees	Each	$ 40		$ 40		0%
Citywide (Excludes Plaza District)	Each	$ 208		$ 208		0%
Plaza District Motion	Each	$ 444		$ 444		0%
Plaza District Still	Each	$ 208		$ 208		0%
Parks	Each	$ 218		$ 218		0%
Preparation and Strike Days	Daily Use Rate	50%		50%		0%
Additional Staff Time Charged Hourly in Excess of Two Hours	Each	Actual Cost		Actual Cost		0%
Police Officer	Each	Actual Cost		Actual Cost		0%
Finance						
Returned Check Charge:						0%
First check	Each	$ 25	$ 25	$ 25	100%	0%
Subsequent check	Each	$ 35	$ 35	$ 35	100%	0%
Credit Card Surcharge	% of Fee	New	3.12%	3.12%	100%	0%
Accounts Receivable Delinquent Penalty:						
After 30 Days	Outstanding Balance	20%		20%		0%
After 60 Days	Outstanding Balance	30%		30%		0%
Business Licenses						
New Business License Application	Each	$ 76	$ 79	$ 79	100%	4%
Annual Renewal Processing Fee	Each	Modified	$ 26	$ 26	100%	0%
Duplicate Certificate	Each	$ 10	$ 14	$ 14	100%	40%
Change of Location	Each	$ 10	$ 44	$ 44	100%	340%
Massage Permit - includes material + inspection	Each	$ 250	$ 651	$ 651	100%	160%
Initial Regulatory Permit Application	Each	$ 100	$ 109	$ 109	100%	9%
Secondhand Dealer Renewal Permit	Each	$ 40	$ 87	$ 87	100%	118%
Firearm Regulatory Permit Renewal	Each	$ 30	$ 216	$ 216	100%	620%
Non-compliance Penalty:						
After 90 Days for Renewals	Each	$ 50		$ 50		0%
After 45 Days for New Applicants	Each	$ 50		$ 50		0%
Short Term Rental Permit	Each	$ 250	$ 491	$ 491	100%	96%
Fines for Violations of Short Term Rental Regulations						
1st Offense:						
Minor Offense	Each	$ 250		$ 250		0%
Major Offense	Each	$ 1,000		$ 1,000		0%
2nd Offense:						
Minor Offense	Each	$ 500		$ 500		0%
Major Offense	Each	$ 1,500		$ 1,500		0%
3rd and Subsequent Offenses:						
Minor Offense	Each	$ 1,000		$ 1,000		0%
Fire						
Paramedic Services						
Annual Paramedic Subscription Program	Per Year	$ 60	$ 68	$ 68	100%	13%
Additional 10 employees/residents for businesses and con	Per 10 Employees	Modified	$ 68	$ 68	100%	0%
Basic Life Support (BLS)	Per Call	$ 405	$ 482	$ 482	100%	19%
Advanced Life Support (ALS)	Per Call	$ 508	$ 681	$ 681	100%	34%
Transport Fees	Each	$ 1,876	$ 2,044	$ 2,044	100%	9%
Mileage	Per Mile	$ 20	$ 27	$ 27	100%	38%
Emergency Transport Standby Time						
ALS	Per 30 Mins Per Person	Modified	$ 202	$ 202	100%	0%
BLS	Per 30 Mins Per Person	Modified	$ 117	$ 117	100%	0%
Late Fees for Haz Mat Disclosure						
After 30 days	Annual Disclosure Fee	20%		20%		0%
Incomplete form submittal after 30 days	Annual Disclosure Fee	20%		20%		0%
After 45 days	Annual Disclosure Fee	Additional 30%		Additional 30%		0%
Incomplete form submittal after 45 days	Annual Disclosure Fee	Additional 30%		Additional 30%		0%
Hazardous Materials Specialist consultation charge for	Each	$ 60		$ 60		0%
Penalty for failure to comply with precautions against	Each	$ 350		$ 350		0%
False Alarms						

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Excess of 1 alarm in any 30 day period	Each	$ 174		$ 174		0%
Excess of 2 alarms in any 6 month period	Each	$ 174		$ 174		0%
Failure to Notify of Testing or Work onSystem	Each	$ 174		$ 174		0%
Valid Code Complaint (billed to violator)	Actual Cost	Actual Cost		Actual Cost		0%
Annual Fire Permits / Special Events:						
Inspections:						
Apartments:						
3-25 units	Per Inspection	$ 85	$ 183	$ 183	100%	115%
26-75 units	Per Inspection	$ 285	$ 480	$ 480	100%	68%
76-150 units	Per Inspection	$ 400	$ 678	$ 678	100%	70%
151-250 units	Per Inspection	$ 660	$ 876	$ 876	100%	33%
251-350 units	Per Inspection	$ 808	$ 1,075	$ 1,075	100%	33%
351-450 units	Per Inspection	$ 955	$ 1,273	$ 1,273	100%	33%
AB38/Home Assessment Fee	Each	$ 136	$ 194	$ 194	100%	43%
Waste Handling - Including Wrecking Yards, Junk Yards, and	Each	$ 280	$ 325	$ 325	100%	16%
Open Burning - Excluding Recreational Fires	Each	$ 232	$ 381	$ 381	100%	64%
Open Flames & Candles	Each	$ 232	$ 381	$ 381	100%	64%
Cellulose Nitrate Film in Group A Occupancy	Each	$ 47	$ 124	$ 124	100%	164%
Combustible Fiber Storage or Handling in Excess of 100 Cubi	Each	$ 187	$ 245	$ 245	100%	31%
Cryogenics Fluids Not Requiring Hazardous Materials Disclos	Each	$ 47	$ 124	$ 124	100%	164%
Dry Cleaning	Each	$ 187	$ 245	$ 245	100%	31%
Dust Producing Operation - Combustible Dust	Each	$ 93	$ 164	$ 164	100%	76%
Repair Garages - Includes Associated Fuel Dispensing	Each	$ 47	$ 124	$ 124	100%	164%
High Piled Storage in Excess of 500 Square Feet	Each	$ 140	$ 205	$ 205	100%	46%
Lumber Yard or Woodworking Plant	Each	$ 280	$ 325	$ 325	100%	16%
Magnesium - Melting, Casting, Heat-Treating or Grinding anA	Each	$ 93	$ 164	$ 164	100%	76%
Organic Coatings - Production in Excess of 1 Gallon per Day	Each	$ 140	$ 205	$ 205	100%	46%
Ovens, Industrial Baking or Dry	Each	$ 93	$ 164	$ 164	100%	76%
Tank Vehicles	Each	$ 47	$ 124	$ 124	100%	164%
Temporary Membrane Structures and Tents	Each	$ 232	$ 381	$ 381	100%	64%
Hot Work; or Cutting or Welding	Each	$ 47	$ 124	$ 124	100%	164%
Explosives - Explosive Materials, Fireworks or PyrotechnicSpe	Per Hour	$ 309	$ 480	$ 480	100%	55%
Buildings Originally Constructed to High-Rise Standards - Le	Each	$ 1,545	$ 2,066	$ 2,066	100%	34%
High Rise Building	Each	$ 1,854	$ 2,462	$ 2,462	100%	33%
Mall Buildings, Covered or Open - Placement of Fixtures, Displays or Equipment; Display of Liquid or Gas-Fired Equipment; or Use of Open-Flame or Flame-Producing Equipment						
Temporary Kiosks	Each	$ 154	$ 282	$ 282	100%	83%
Open flame / flame producing devices	Each	$ 154	$ 282	$ 282	100%	83%
Parade Floats	Each	$ 39	$ 133	$ 133	100%	241%
Places of Assembly	Each	$ 187	$ 245	$ 245	100%	31%
Spraying or Dipping - Utilization of Flammable or Combustib	Each	$ 93	$ 164	$ 164	100%	76%
Tire Rebuilding Plant	Each	$ 93	$ 164	$ 164	100%	76%
Care Facilities:						
7-99 Occupants	Each	$ 348	$ 530	$ 530	100%	52%
100-199 occupants	Each	$ 463	$ 678	$ 678	100%	46%
200+ occupants	Each	$ 502	$ 728	$ 728	100%	45%
New Facility Inspection Fee:						
25 clients or less	Each	$ 463	$ 678	$ 678	100%	46%
26+ clients	Each	$ 502	$ 728	$ 728	100%	45%
Hospitals & Convalescent:						
1-99 beds	Each	$ 348	$ 530	$ 530	100%	52%
100-199 beds	Each	$ 463	$ 678	$ 678	100%	46%
200+ beds	Each	$ 502	$ 728	$ 728	100%	45%
Day Care Facilities						
Non-Residential Based	Each	$ 232	$ 381	$ 381	100%	64%
General Use Permits	Per Hour	$ 163	$ 273	$ 273	100%	67%
Fireworks Display - min 2 hours	Per Hour	$ 309	$ 480	$ 480	100%	55%
Spill Response:						
Up to 5 gallons	Each	$ 894	$ 1,182	$ 1,182	100%	32%
Over 5 gallons	Each	Actual Cost	Actual Cost	Actual Cost		0%
After Hours Work						
Fire Safety Specialist	Per Hour	$ 154	$ 176	$ 176	100%	14%
Hazardous Materials Specialist	Per Hour	$ 161	$ 185	$ 185	100%	15%
Fire Plan Examiner	Per Hour	$ 166	$ 191	$ 191	100%	15%
Fire Captain	Per Hour	$ 201	$ 233	$ 233	100%	16%
Re-inspection Fee for Rejected Prevention Division Inspectio	Each	$ 179	$ 318	$ 318	100%	78%
Report Fees	Each	$ 61	$ 84	$ 84	100%	38%
Non-Criminal						
Cause & origin Investigators Report	Per Hour	$ 196	$ 204	$ 204	100%	4%
Misc. Investigators Report	Per Hour	$ 196	$ 204	$ 204	100%	4%
SFD Investigators Report	Per Hour	$ 196	$ 204	$ 204	100%	4%
Commercial Occupancy Investigators Report	Per Hour	$ 196	$ 204	$ 204	100%	4%
Standby Time Hazardous Materials Specialist	Per Hour	$ 161	$ 196	$ 196	100%	22%
Change Hazardous Materials Contents of Underground Storage Tank	Per Hour	$ 561	$ 196	$ 196	100%	-65%
Hazardous Materials - Store, Handle, Use Sell	Per Hour	$ 561	$ 171	$ 171	100%	-70%

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Review HMMP Plans	Per Hour	$ 154	$ 193	$ 193	100%	25%
Flammable or Combustible / Liquid Pipeline Operation /Exca	Per Hour	$ 322	$ 196	$ 196	100%	-39%
Hazardous Materials - Disclosure Fees:						
1 material	Each	$ 272	$ 349	$ 349	100%	28%
2-4 materials	Each	$ 433	$ 555	$ 555	100%	28%
5-9 materials	Each	$ 594	$ 760	$ 760	100%	28%
10-15 materials	Each	$ 674	$ 862	$ 862	100%	28%
16-20 materials	Each	$ 795	$ 1,016	$ 1,016	100%	28%
21-25 materials	Each	$ 996	$ 1,273	$ 1,273	100%	28%
26-30 materials	Each	$ 1,117	$ 1,427	$ 1,427	100%	28%
31-44 materials	Each	$ 1,238	$ 1,580	$ 1,580	100%	28%
45+ materials	Each	$ 1,399	$ 1,786	$ 1,786	100%	28%
Underground Tanks:						
1 tank	Each	$ 705	$ 904	$ 904	100%	28%
2 tanks	Each	$ 866	$ 1,110	$ 1,110	100%	28%
3 tanks	Each	$ 1,027	$ 1,315	$ 1,315	100%	28%
4 tanks	Each	$ 1,188	$ 1,520	$ 1,520	100%	28%
5 tanks	Each	$ 1,349	$ 1,725	$ 1,725	100%	28%
Class I or II liquids Removal	Each	$ 322	$ 410	$ 410	100%	27%
To install, alter, remove, abandon, or temporarily place outof s	Each	$ 161	$ 205	$ 205	100%	27%
To change type of contents to a material other thandesigned	Per Hour	$ 161	$ 205	$ 205	100%	27%
Plan Check Hazmat Fee	Per Hour	$ 161	$ 205	$ 205	100%	27%
Existing Tank Monitoring System Restart	Each	$ 644	$ 820	$ 820	100%	27%
Aerosol Products - Level 2 or 3 in excess of 500 pounds	Each	$ 140	$ 120	$ 120	100%	-14%
Amusement Building	Each	$ 386	$ 537	$ 537	100%	39%
Aviation Facility	Each	$ 421	$ 362	$ 362	100%	-14%
Carnival or Fair	Per Hour	$ 309	$ 438	$ 438	100%	42%
Compressed Gas Not Requiring Hazardous Materials Disclosure	Each	$ 140	$ 120	$ 120	100%	-14%
Exhibits & Trade Shows - Min 2 hours	Per Hour	$ 309	$ 438	$ 438	100%	42%
Flammable & Combustible Liquids	Each	$ 140	$ 120	$ 120	100%	-14%
Floor Finishing - in Excess of 350 Sq. Ft. Using Class I or IIliqui	Each	$ 154	$ 240	$ 240	100%	56%
Fruit & Crop Ripening - Using Ethylene Gas	Each	$ 140	$ 120	$ 120	100%	-14%
Fumigation & Insecticidal Fogging	Each	$ 77	$ 141	$ 141	100%	83%
Hazardous Materials Not Requiring Hazardous Materials Disc	Each	$ 140	$ 120	$ 120	100%	-14%
Hazardous Production Materials Facility	Each	$ 309	$ 438	$ 438	100%	42%
Liquid or Gas-Fueled Vehicle(s) in an Assembly Building	Each	$ 154	$ 240	$ 240	100%	56%
Liquid Propane Gas Not Requiring Hazardous Materials Disc	Each	$ 140	$ 120	$ 120	100%	-14%
Miscellaneous Combustible Storage in Excess of 2,500 CubicF	Each	$ 140	$ 120	$ 120	100%	-14%
Open Flame or Torch - Removal of Paint or Use within a Wild	Each	$ 77	$ 141	$ 141	100%	83%
Private Fire Hydrant - Use or Removal from Service (1 hour mi	Per Hour	$ 154	$ 240	$ 240	100%	56%
Pyrotechnic Special Effects Material - Use or Handling (1 hour	Per Hour	$ 154	$ 240	$ 240	100%	56%
Pyroxylin Plastics - Storage or Handling in Excess of 25 Pound	Each	$ 280	$ 241	$ 241	100%	-14%
Rooftop Heliport	Each	$ 140	$ 120	$ 120	100%	-14%
Storage of Scrap Tires & Tire Byproducts - Exterior Storage Ex	Each	$ 280	$ 241	$ 241	100%	-14%
Wood Products - Storage of Chips, Hogged Material, Lumber	Each	$ 140	$ 120	$ 120	100%	-14%
Activity Related to Motion Picture, Television, or Commercial Production - Change of Building Use or Occupancy; Attendance of Live Audience; Wrap Party; Use of Pyrotechnic Special Effect; Open Flame; Use of Flammable or Combustible Liquid or Gas;	Each	$ 154	$ 240	$ 240	100%	56%
2nd and subsequent Re-Inspection for Same Violation.	Each	$ 292	$ 351	$ 351	100%	20%
Fire Flow Test Witnessing	Each	New	$ 240	$ 240	100%	0%
Fire Clearance	Per Hour	New	$ 240	$ 240	100%	0%
Fire Construction Permits:						
Fire Protection Systems:						
New:						
1-5 devices	Each	$ 966	$ 1,120	$ 1,120	100%	16%
6-15 devices	Each	$ 1,207	$ 1,325	$ 1,325	100%	10%
16-30 devices	Each	$ 1,610	$ 1,951	$ 1,951	100%	21%
31-50 devices	Each	$ 2,253	$ 2,262	$ 2,262	100%	0%
51-100 devices	Each	$ 2,575	$ 2,575	$ 2,575	100%	0%
101-500 devices	Each	$ 5,151	$ 2,994	$ 2,994	100%	-42%
501-1,000 devices	Each	$ 8,371	$ 3,202	$ 3,202	100%	-62%
Each additional 500 devices or portion thereof over 1,0	Each Add'l 500 Devices	$ 3,220	$ 707	$ 707	100%	-78%
Modifications:						
1-5 devices	Each	$ 644	$ 704	$ 704	100%	9%
6-15 devices	Each	$ 724	$ 1,019	$ 1,019	100%	41%
16-30 devices	Each	$ 1,046	$ 1,435	$ 1,435	100%	37%
31-50 devices	Each	$ 1,207	$ 1,643	$ 1,643	100%	36%
Each additional 50 devices or portion thereof	Each Add'l 50 Devices	$ 322	$ 87	$ 87	100%	-73%
Fire Sprinklers - 13 / 13D / 13R:						
New Construction:						
Up to 50 Heads	Each	$ 1,449	$ 1,743	$ 1,743	100%	20%
50-100 Heads	Each	$ 2,012	$ 2,471	$ 2,471	100%	23%
101-500 Heads	Each	$ 4,910	$ 2,994	$ 2,994	100%	-39%
501-1,000 Heads	Each	$ 8,130	$ 3,202	$ 3,202	100%	-61%
Each additional 500 heads or portion thereof over 1,00	Each Add'l 500 Heads	$ 3,220	$ 915	$ 915	100%	-72%

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Tenant Improvements / Modifications:						
Up to 50 Heads	Each	$ 805	$ 1,123	$ 1,123	100%	40%
50-100 Heads	Each	$ 1,046	$ 1,435	$ 1,435	100%	37%
Each additional 50 heads or portion thereof	Each Add'l 50 Heads	$ 322	$ 415	$ 415	100%	29%
Preaction Fire Sprinklers:						
New Construction:						
Up to 50 Heads	Each	$ 1,932	$ 2,156	$ 2,156	100%	12%
50-100 Heads	Each	$ 2,253	$ 2,572	$ 2,572	100%	14%
Each additional 50 heads or portion thereof	Each Add'l 50 Heads	$ 322	$ 415	$ 415	100%	29%
Tenant Improvements / Modifications:						
Up to 50 Heads	Each	$ 1,046	$ 1,435	$ 1,435	100%	37%
50-100 Heads	Each	$ 1,449	$ 1,955	$ 1,955	100%	35%
Each additional 50 heads or portion thereof	Each Add'l 50 Heads	$ 322	$ 415	$ 415	100%	29%
Underground Private Fire Service Line	Each	$ 1,851	$ 1,945	$ 1,945	100%	5%
Automatic Fire Extinguishing Systems (Hoods, spray booths,e	Each	$ 644	$ 915	$ 915	100%	42%
Spraying or Dipping - Flammable or Combustible LiquidsBoc	Each	$ 805	$ 1,123	$ 1,123	100%	40%
Clean Agent Systems	Each	$ 1,127	$ 1,539	$ 1,539	100%	37%
Smoke Control Systems	Each	$ 2,897	$ 3,825	$ 3,825	100%	32%
Fire Pumps	Each	$ 1,610	$ 2,162	$ 2,162	100%	34%
Standpipe System	Each	$ 885	$ 1,227	$ 1,227	100%	39%
High Piled Storage	Each	$ 966	$ 1,331	$ 1,331	100%	38%
Dry Cleaning	Each	$ 644	$ 915	$ 915	100%	42%
Dust Production	Each	$ 805	$ 1,123	$ 1,123	100%	40%
Industrial Ovens	Each	$ 805	$ 1,123	$ 1,123	100%	40%
Carbon Dioxide System Exceeding 100 pounds of CO2 Used i	Each	$ 140	$ 704	$ 704	100%	403%
High Rise Building						
Base (includes 6 floors)	Each	$ 3,219	$ 4,241	$ 4,241	100%	32%
Per additional floor	Each Add'l Floor	$ 322	$ 415	$ 415	100%	29%
Temporary Membrane Structures and Tents	Each	$ 724	$ 1,019	$ 1,019	100%	41%
Tanks:						
Underground Tanks:						
First Tank	Each	$ 2,575	$ 3,367	$ 3,367	100%	31%
Each additional tank	Each	$ 483	$ 615	$ 615	100%	27%
Repair or Removal	Per Hour	New	$ 196	$ 196	100%	0%
Aboveground Tanks:						
First Tank	Each	$ 966	$ 1,315	$ 1,315	100%	36%
Each additional tank	Each	$ 322	$ 410	$ 410	100%	27%
Mechanical Refrigeration Equipment Regulated by CFC	Each	$ 140	$ 902	$ 902	100%	544%
Vegetation Management Fuel Modifications	Each	$ 1,127	$ 1,539	$ 1,539	100%	37%
Special Events Application	Each	$ 121	$ 282	$ 282	100%	133%
Plan Check & Inspection Fees - Construction	Building Construction Plan Check & Inspection Fees	$ 0	$ 0	$ 0	100%	0%
Miscellaneous Plan Review - per hour	Each	$ 161	$ 211	$ 211	100%	31%
Miscellaneous Services and Materials	Actual Cost	Actual Cost	Actual Cost	Actual Cost		0%
SURCHARGES						
Technology Fee	% of Permit Fee	Modified	10%	10%		0%
Police						
ABC License (Alcoholic Beverage License); fee includes costs to conduct background investigation required by the ABC Dept and to process the application						
New ABC License Application	Deposit	$ 5,000	$ 2,323	$ 2,500	108%	-50%
Renewal ABC License Application	Each	$ 67	$ 38	$ 38	100%	-43%
Bike License						
New Bike License	Each	$ 4	$ 4	$ 4	100%	0%
Renewal Bike License	Each	$ 2	$ 2	$ 2	100%	0%
False Alarms						
1st False Alarm	Each	$ -	$ 198	$ -	0%	0%
2nd False Alarm	Each	$ -	$ 198	$ -	0%	0%
3rd False Alarm	Each	$ 150	$ 198	$ 150	76%	0%
4th False Alarm	Each	$ 200	$ 198	$ 200	101%	0%
5th False Alarm	Each	$ 200	$ 198	$ 200	101%	0%
6+ False Alarms	Each	New	$ 198	$ 300	152%	0%
Fines						
Commercial Vehicle in Residential Areas	Each	$ 100		$ 100		0%
Handicapped Fine	Each	$ 300		$ 300		0%
Parking Fines	Each	$ 65		$ 65		0%
Party Calls / Noise Disturbance:						
First Offense	Each	Actual Cost		$ -		0%
Second & Subsequent Offenses	Each	Actual Cost		Actual Cost		0%
Seventy-Two Hour Parking	Each	$ 150		$ 150		0%
Massage Operator Testing Service						
Background Information*	Each	$ 114	$ 260	$ 260	100%	128%
Testing Cost (initial or retake)	Each	$ 114	$ 153	$ 153	100%	34%
On Street Parking of Oversized Vehicles						
Annual Permit / Sole Means of Transportation	Per Year	$ 15	$ 25	$ 25	100%	67%
Seven-Day Visitor Permit	Each	$ 27	$ 27	$ 27	100%	0%
Other Fees						
Business License Review	Each	$ 49	$ 153	$ 153	100%	212%

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Citation Validation	Each	$ 30	$ 42	$ 35	83%	17%
Civil Subpoena	Per Subpoena	$ 15		$ 15		0%
Copies of Citations	Per Citation	$ 6	$ 21	$ 15	71%	150%
Digital Media CD / DVD / USB Copy						
Processing	Each	$ 25	$ 32	$ 32	100%	28%
Materials Cost	Each	$ 6	$ 31	$ 10	32%	67%
Immigration Clearance Letter	Each	$ 30	$ 65	$ 45	69%	50%
Livescan	Each	$ 35	$ 65	$ 60	92%	71%
Local Background Check	Each	$ 30	$ 65	$ 45	69%	50%
Notification Letter	Each	$ 30	$ 65	$ 45	69%	50%
Plan Check & Inspection Fees - Construction	Building Construction Plan Check & Inspection Fees	$ 0	Actual Cost	Actual Cost		0%
Private Property Impound	Each	$ 18	$ 32	$ 32	100%	78%
Photocopy						
Black & White Copy	Per Page	$ 0		$ 0		0%
Color Copy	Per Page	$ 0		$ 0		0%
Tow Truck Driver Background						
Initial*	Each	$ 85	$ 125	$ 50	40%	-41%
Renewal	Each	$ 65	$ 87	$ 12	14%	-82%
Vehicle ID Verification - per vehicle	Each	$ 75	$ 157	$ 125	80%	67%
Vehicle Repossession	Each	$ 15		$ 15		0%
Witness Fee	Deposit Per Day	$ 275	$ 275	$ 275	100%	0%
Parking Permits						
Business Parking Permit	Each	$ 30	$ 49	$ 49	100%	63%
Chapman Parking Permit	Per Student, Per Year	$ 30	$ 42	$ 42	100%	40%
Landlord Permit (Up to 1 permits per household)	Each	$ 29	$ 36	$ 36	100%	24%
3+ Units / Apartments (Up to 3 permits per household)	Each	$ 30	$ 38	$ 38	100%	27%
Duplex (Up to 4 permits per household)	Each	$ 30	$ 38	$ 38	100%	27%
Single-Family (up to 5 permits per household)	Each	$ 30	$ 38	$ 38	100%	27%
Retail Establishment Inspection-Firearms						
Annual Inspection	Each	$ 88	$ 43	$ 43	100%	-51%
Initial Inspection	Each	$ 221	$ 86	$ 86	100%	-61%
Re-inspection Fee (upon 3rd inspection)	Per Hour	$ 97	$ 43	$ 43	100%	-56%
Tow Fees						
OMC / CVC Tow Release	Each	$ 200	$ 166	$ 200	120%	0%
30-day Impound Release	Each	$ 245	$ 235	$ 245	104%	0%
DUI Arrest Tow Release	Each	$ 285	$ 199	$ 285	143%	0%

Agenda Item

Orange City Council

Item #: 9.1. 1/13/2026 **File #:** 25-0610

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT
Dirt hauling permit for the development of Tract 18163, currently owned by Milan REI X, LLC.

2. SUMMARY
Milan REI X, LLC, holds the rights to the approved Tentative Tract Map 18163, entitling 22 single-family residential lots over former APN# 370-011-21. The final tract map is expected to be recorded in March 2026 and sold to a successor owner. Milan REI X, LLC seeks to obtain various related entitlements, permits, and approvals prior to sale, including the associated dirt hauling permit.

3. RECOMMENDED ACTION
Approve the hauling operation, route, and conditions delineated in the staff report; authorize staff to issue a haul permit and approve minor adjustments, including, but not limited to, extending the duration, if necessary.

4. FISCAL IMPACT
None. Will generate nominal permitting fees to offset staff time.

5. STRATEGIC PLAN GOALS
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
Background

Milan REI X, LLC (Milan) owns former APN # 370-011-21 and the development rights for 22 single family dwellings associated with approved Tentative Tract Map 18163. Together, this future residential development project is currently referred to as “Mabury 22.” The Mabury 22 site is in East Orange, just south of Mabury Avenue and generally bounded by Cannon Street to the west, Orange Park Boulevard to the east, and Santiago Creek to the south. A vicinity map is attached for reference.

Milan anticipates that the Final Tract Map will be recorded in Spring 2026, after selling the project to the prospective merchant builder (D.R. Horton). As a condition of sale, Milan has committed to deliver an entitled project, with all necessary permits secured.

Pursuant to the attached Memorandum of Understanding (MOU) between the City and Milan, Milan has submitted, and will continue to submit, plans and permit applications related to Mabury 22 (referred to within the MOU as the "TTM Project") for ministerial review and approval. All submittals will be processed in accordance with the City of Orange Municipal Code, Grading Manual, and all applicable engineering and public safety standards.

The infrastructure plans related to Mabury 22, including, but not limited to, grading plans, utility plans, drainage plans, and other improvements, are expected to be approved by staff, as part of the plan check process, no later than mid-January. As a result, staff can administratively process all city-issued permits related to Mabury 22, except for the transportation (haul) permit. Because the volume of dirt that needs to be moved exceeds 30,000 cubic yards (approximately 130,000 cubic yards in this case,) the Tentative Tract Map's conditions-of-approval, specifically Resolution No. 11268, requires City Council approval of the haul permit.

The approval to haul, if granted, would authorize the operational details described herein, including a haul route for moving dirt, along with conditions of approval that the applicant must adhere to. Moreover, the City Council would authorize staff to approve minor adjustments, including extending permit duration, if necessary. Additionally, the approval would be for a dirt-hauling operation related to the development of Mabury 22 and, assuming a timely application and conformance with all entitlements and related permits, extend to any successor owner and their project contractors.

Haul Route Scenarios and Operational Details

There are two haul route scenarios, identified below in order of preference, that would require a city-issued haul permit.

Scenario 1 (Option 2 on attached TMP): An on-site haul route road would be constructed across the Santiago Creek and clean fill material would be imported from an off-site source via the Scenario 1 Haul Route (attached), onto the Rio Santiago property (generally located south of Mabury 22 and north of Santiago Canyon Road,) and moved across said road to the development site.

This scenario requires approval from the Santa Ana Regional Water Quality Control Board (Santa Ana Water Board.) It also requires the Orange County Health Care Agency, Environmental Health Division acting as the Lead Enforcement Agency (LEA), to determine whether soil from one on-site stockpile can be moved within the site and relocated in a manner as to not conflict with alignment of the proposed land bridge that would connect the Rio Santiago and Mabury 22 sites.

In a letter dated December 23, 2025, The Santa Ana Water Board issued a comment letter to Milan, concurring with its proposed scope of work associated with Scenario 1. Specifically, the Stockpile "H" could be altered to accommodate an on-site haul route road, subject to the commitments and comments delineated in the attached comment letter. And the LEA has also provided their concurrence in an email to the applicant.

The haul route would consist of trucks entering the City through the 55 Freeway via eastbound Katella Ave/Villa Park Rd/Santiago Cyn Rd, then turning left into the Rio Santiago property.

Scenario 2 (Option 3 on attached TMP):

Scenario 2 may only be permitted if Scenario 1 is determined to be infeasible. Confirming infeasibility requires a complete written submittal to the Public Works Director (or designee) with documentation showing that Scenario 1 cannot reasonably be implemented due to regulatory constraints or physical site conditions (e.g., written agency denial, written agency conditions that materially prevent construction or operation of the land bridge/haul route within the approved footprint, or temporary high-water conditions or other site conditions affecting safe land bridge operations). The Public Works Director (or designee) will issue an infeasibility determination within five (5) business days of receiving a complete request package. Any agency concurrence related to Stockpile H is limited to alteration/relocation consistent with agency requirements and does not authorize use of Stockpile H material for grading or fill at the Mabury 22 site. Scenario 2 may also be used for necessary haul of land bridge soil and other project related soil in de minimis quantities that may need to be imported or exported after the Land Bridge is removed.

Clean fill material is imported from an off-site source via the Scenario 2 Haul Route (attached), through the residential streets of the Mabury Ranch neighborhood.

Similar to Scenario 1, this haul route would consist of trucks entering the city through the 55 Freeway via eastbound Katella Avenue/Villa Park Rd/Santiago Cyn Rd. However, Scenario 2 involves turning northbound on Cannon Street (upstream of the Rio Santiago property,) then eastbound on Serrano Avenue, before heading south on Yellowstone Boulevard through the Mabury Ranch community, across/via Mabury Avenue, and into the project site.

The Haul Route Traffic Management Plan prepared by LLG is attached for reference, and includes Scenarios 1 and 2, respectively, as Options 2 and 3, respectively.

In granting approval for this item, the City Council would authorize staff to issue a haul permit for either Scenario 1 or, if the applicant adequately demonstrates necessity as described above, Scenario 2.

The hauling company is expected to be Windrow Earth Transport, Inc. Hauling will begin on or after January 19, 2026, with the duration of the operation expected to be 6 months. The volume of soil needed as fill on the Mabury 22 site is approximately 130,000 cubic yards. The vehicles used to haul the soil will be 2-Axle Tractor - Double Bottom Dump Trailers, approximately 60 feet long. Each truck can carry up to 14 cubic yards. There will be approximately 240 truck trips per day to the site.

Haul Permit Conditions of Approval

The following conditions will be required as part of the haul permit approval. These conditions have been provided to Milan for review, and accepted.

1. Provide import plans for the city to review including the following:
    a. site preparation and import/excavation
    b. equipment to be used

c. Construction activity cycle

d. Haul route

e. Truck queuing

f. Power source

g. Construction worker parking

h. Construction trailer (if any) during grading

i. Work hours

j. General construction timing

2. Obtain all County Flood and all other agencies permits

3. The initial number of trucks to be involved in hauling operations shall not exceed 30, with increases subject to approval of the City Traffic Engineer.

4. A cash bond may be required to insure against loss of pavement life along primary haul routes.

5. No storage or queuing of haul trucks will occur on city streets or on the freeways outside of the lane closure area along the project frontage. Any additional hauling trucks will be retained at the grading contractor's site(s) and released via telecommunications.

6. The haul route shall be the following (for Scenario 1):

Inbound: Eastbound Katella (Santiago Canyon Road) via 55 Freeway to job site

Outbound: Job site to westbound Santiago Canyon Road (Katella), to 55 Freeway.

OR (for Scenario 2):

Inbound: Eastbound Katella via 55 Freeway to northbound Cannon to eastbound Serrano to southbound Yellowstone across/via Mabury to job site.

Outbound: Job site/Mabury to northbound Yellowstone to westbound Serrano to southbound Cannon to westbound Santigo Cyn/Villa Park/Katella to 55 Freeway.

Additional route(s) may be necessary, based on availability and location of source sites for the fill material. Any such route shall be authorized only when approved by the City Traffic Engineer, and when an appropriate Rider to the Transportation Permit is obtained.

7. The contractor shall temporarily fix any potholes that may occur along the approved truck routes, using a hot-patch method; cold patch will not be acceptable.

8. Hours of hauling operations shall be from 8:30 A.M. to 3:30 P.M., Monday through Friday, (excluding Holidays).

9. Duration of the haul permit shall be 6 months from date of issuance which may be extended by the Public Works Director or designee to account for unforeseen events.

10. Contractor shall submit a traffic management plan including vehicular and pedestrian temporary traffic control plan for review and approval of the City prior to commencement of

hauling operations. This shall include, but not be limited to, any uncontrol turning movements, truck turn templates, and flagmen to assist with trucks merging into the traffic stream.

11. The Contractor shall provide street sweeping of streets utilized in the haul route, as directed by the City. A vacuum truck may be required for clean-up and compliance with the Storm Drain Act, at the discretion of the City. Additional sweeping by City forces, if necessary, will be billed to the Contractor and the haul permit shall be suspended until resolution of any sweeping problems. Construction site must be swept and washed clean at the end of each workday as noted in Section 7-10, "Public Convenience and Safety" of the City of Orange Standard Specifications.

12. The Contractor will post a $5,000.00 clean-up deposit to guarantee that the street shall remain clean.

13. Haul route streets shall be swept every working day, at the discretion of the City. Contractor shall provide a gravel bed and shaker bar and shall wash off wheels and undercarriage of exiting vehicles prior to entering city streets to avoid tracking dirt and mud onto city roadways. A water truck may be required for dust control on the jobsite at the sole discretion of the City Inspectors. Water Quality Management Plan (WQMP) will be required and all requirements of same shall be adhered to.

14. As a result of the BIT Legislation (Bi-Annual Inspection of Commercial Vehicles, Drivers and Facilities) the vehicle safety inspections formerly required are not necessary. The Orange Police Department will, however, perform spot checks during the entire duration of this permit.

15. Violation of any condition of the haul permit or applicable sections of the State of California Vehicle Code by the Contractor or his subcontractors shall be cause, upon notification to the Contractor, for immediate suspension or revocation of the haul permit.

16. A responsible agent of the Contractor be identified and will be available to respond to Police and Public Works officials concerns, or inquiries at any time.

17. That the OPD Commercial Enforcement Detail, or the City Engineer will determine when wind conditions are of a magnitude requiring cessation of hauling activities for that day. To accommodate vehicles en-route, hauling will cease one (1) hour after the decision to cease has been made.

18. All loads of earth material shall be filled below the top of the sideboard, as outlined in the California Vehicle Code, or the loads shall be covered by a tarpaulin, as provided in the City Municipal Code, Ordinance 10.67, Section 10.67.030, Paragraph A.2, which states as follows:

"Trailers carrying loads of earth material shall, in a manner adequate to prevent the earth material from blowing or bouncing out of or otherwise leaving the truck and/or trailer while traveling or standing upon any public roadway, either wet down the loads or cover the load of earth material with a tarpaulin prior to entering upon any public roadway in the City of Orange."

19. Permit is VOID if these conditions are not attached. A copy of this permit, with conditions, must be maintained in the cab of the truck at all times it is operating on city streets. It shall be the Contractor's responsibility to obtain necessary permits, distribute to sub-contractors and Contractor shall not be relieved of any fees associated with said permits. It shall be the Contractor's responsibility to maintain control of his sub-contractors and advise them of the

conditions of the haul permit.

20. City may modify or revoke permit at any time in the interest of public safety.

7. ATTACHMENTS

- Attachment 1 Vicinity Map
- Attachment 2 Memorandum of Understanding between City and Milan
- Attachment 3 Scenario 1 Haul Route
- Attachment 4 Scenario 2 Haul Route
- Attachment 5 Haul Route Traffic Management Plan (TMP) for Tract 18163
- Attachment 6 Santa Ana Water Board Comment Letter

Agenda Item

Orange City Council

Item #: 9.1. 1/13/2026 **File #:** 25-0610

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT
Dirt hauling permit for the development of Tract 18163, currently owned by Milan REI X, LLC.

2. SUMMARY
Milan REI X, LLC, holds the rights to the approved Tentative Tract Map 18163, entitling 22 single-family residential lots over former APN# 370-011-21. The final tract map is expected to be recorded in March 2026 and sold to a successor owner. Milan REI X, LLC seeks to obtain various related entitlements, permits, and approvals prior to sale, including the associated dirt hauling permit.

3. RECOMMENDED ACTION
Approve the hauling operation, route, and conditions delineated in the staff report; authorize staff to issue a haul permit and approve minor adjustments, including, but not limited to, extending the duration, if necessary.

4. FISCAL IMPACT
None. Will generate nominal permitting fees to offset staff time.

5. STRATEGIC PLAN GOALS
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
Background

Milan REI X, LLC (Milan) owns former APN # 370-011-21 and the development rights for 22 single family dwellings associated with approved Tentative Tract Map 18163. Together, this future residential development project is currently referred to as “Mabury 22.” The Mabury 22 site is in East Orange, just south of Mabury Avenue and generally bounded by Cannon Street to the west, Orange Park Boulevard to the east, and Santiago Creek to the south. A vicinity map is attached for reference.

Milan anticipates that the Final Tract Map will be recorded in Spring 2026, after selling the project to the prospective merchant builder (D.R. Horton). As a condition of sale, Milan has committed to deliver an entitled project, with all necessary permits secured.

Pursuant to the attached Memorandum of Understanding (MOU) between the City and Milan, Milan has submitted, and will continue to submit, plans and permit applications related to Mabury 22 (referred to within the MOU as the "TTM Project") for ministerial review and approval. All submittals will be processed in accordance with the City of Orange Municipal Code, Grading Manual, and all applicable engineering and public safety standards.

The infrastructure plans related to Mabury 22, including, but not limited to, grading plans, utility plans, drainage plans, and other improvements, are expected to be approved by staff, as part of the plan check process, no later than mid-January. As a result, staff can administratively process all city-issued permits related to Mabury 22, except for the transportation (haul) permit. Because the volume of dirt that needs to be moved exceeds 30,000 cubic yards (approximately 130,000 cubic yards in this case,) the Tentative Tract Map's conditions-of-approval, specifically Resolution No. 11268, requires City Council approval of the haul permit.

The approval to haul, if granted, would authorize the operational details described herein, including a haul route for moving dirt, along with conditions of approval that the applicant must adhere to. Moreover, the City Council would authorize staff to approve minor adjustments, including extending permit duration, if necessary. Additionally, the approval would be for a dirt-hauling operation related to the development of Mabury 22 and, assuming a timely application and conformance with all entitlements and related permits, extend to any successor owner and their project contractors.

Haul Route Scenarios and Operational Details

There are two haul route scenarios, identified below in order of preference, that would require a city-issued haul permit.

Scenario 1 (Option 2 on attached TMP): An on-site haul route road would be constructed across the Santiago Creek and clean fill material would be imported from an off-site source via the Scenario 1 Haul Route (attached), onto the Rio Santiago property (generally located south of Mabury 22 and north of Santiago Canyon Road,) and moved across said road to the development site.

This scenario requires approval from the Santa Ana Regional Water Quality Control Board (Santa Ana Water Board.) It also requires the Orange County Health Care Agency, Environmental Health Division acting as the Lead Enforcement Agency (LEA), to determine whether soil from one on-site stockpile can be moved within the site and relocated in a manner as to not conflict with alignment of the proposed land bridge that would connect the Rio Santiago and Mabury 22 sites.

In a letter dated December 23, 2025, The Santa Ana Water Board issued a comment letter to Milan, concurring with its proposed scope of work associated with Scenario 1. Specifically, the Stockpile "H" could be altered to accommodate an on-site haul route road, subject to the commitments and comments delineated in the attached comment letter. And the LEA has also provided their concurrence in an email to the applicant.

The haul route would consist of trucks entering the City through the 55 Freeway via eastbound Katella Ave/Villa Park Rd/Santiago Cyn Rd, then turning left into the Rio Santiago property.

Scenario 2 (Option 3 on attached TMP):

Scenario 2 may only be permitted if Scenario 1 is determined to be infeasible. Confirming infeasibility requires a complete written submittal to the Public Works Director (or designee) with documentation showing that Scenario 1 cannot reasonably be implemented due to regulatory constraints or physical site conditions (e.g., written agency denial, written agency conditions that materially prevent construction or operation of the land bridge/haul route within the approved footprint, or temporary high-water conditions or other site conditions affecting safe land bridge operations). The Public Works Director (or designee) will issue an infeasibility determination within five (5) business days of receiving a complete request package. Any agency concurrence related to Stockpile H is limited to alteration/relocation consistent with agency requirements and does not authorize use of Stockpile H material for grading or fill at the Mabury 22 site. Scenario 2 may also be used for necessary haul of land bridge soil and other project related soil in de minimis quantities that may need to be imported or exported after the Land Bridge is removed.

Clean fill material is imported from an off-site source via the Scenario 2 Haul Route (attached), through the residential streets of the Mabury Ranch neighborhood.

Similar to Scenario 1, this haul route would consist of trucks entering the city through the 55 Freeway via eastbound Katella Avenue/Villa Park Rd/Santiago Cyn Rd. However, Scenario 2 involves turning northbound on Cannon Street (upstream of the Rio Santiago property,) then eastbound on Serrano Avenue, before heading south on Yellowstone Boulevard through the Mabury Ranch community, across/via Mabury Avenue, and into the project site.

The Haul Route Traffic Management Plan prepared by LLG is attached for reference, and includes Scenarios 1 and 2, respectively, as Options 2 and 3, respectively.

In granting approval for this item, the City Council would authorize staff to issue a haul permit for either Scenario 1 or, if the applicant adequately demonstrates necessity as described above, Scenario 2.

The hauling company is expected to be Windrow Earth Transport, Inc. Hauling will begin on or after January 19, 2026, with the duration of the operation expected to be 6 months. The volume of soil needed as fill on the Mabury 22 site is approximately 130,000 cubic yards. The vehicles used to haul the soil will be 2-Axle Tractor - Double Bottom Dump Trailers, approximately 60 feet long. Each truck can carry up to 14 cubic yards. There will be approximately 240 truck trips per day to the site.

Haul Permit Conditions of Approval

The following conditions will be required as part of the haul permit approval. These conditions have been provided to Milan for review, and accepted.

1. Provide import plans for the city to review including the following:
    a. site preparation and import/excavation
    b. equipment to be used

c. Construction activity cycle

d. Haul route

e. Truck queuing

f. Power source

g. Construction worker parking

h. Construction trailer (if any) during grading

i. Work hours

j. General construction timing

2. Obtain all County Flood and all other agencies permits

3. The initial number of trucks to be involved in hauling operations shall not exceed 30, with increases subject to approval of the City Traffic Engineer.

4. A cash bond may be required to insure against loss of pavement life along primary haul routes.

5. No storage or queuing of haul trucks will occur on city streets or on the freeways outside of the lane closure area along the project frontage. Any additional hauling trucks will be retained at the grading contractor's site(s) and released via telecommunications.

6. The haul route shall be the following (for Scenario 1):

Inbound: Eastbound Katella (Santiago Canyon Road) via 55 Freeway to job site

Outbound: Job site to westbound Santiago Canyon Road (Katella), to 55 Freeway.

OR (for Scenario 2):

Inbound: Eastbound Katella via 55 Freeway to northbound Cannon to eastbound Serrano to southbound Yellowstone across/via Mabury to job site.

Outbound: Job site/Mabury to northbound Yellowstone to westbound Serrano to southbound Cannon to westbound Santigo Cyn/Villa Park/Katella to 55 Freeway.

Additional route(s) may be necessary, based on availability and location of source sites for the fill material. Any such route shall be authorized only when approved by the City Traffic Engineer, and when an appropriate Rider to the Transportation Permit is obtained.

7. The contractor shall temporarily fix any potholes that may occur along the approved truck routes, using a hot-patch method; cold patch will not be acceptable.

8. Hours of hauling operations shall be from 8:30 A.M. to 3:30 P.M., Monday through Friday, (excluding Holidays).

9. Duration of the haul permit shall be 6 months from date of issuance which may be extended by the Public Works Director or designee to account for unforeseen events.

10. Contractor shall submit a traffic management plan including vehicular and pedestrian temporary traffic control plan for review and approval of the City prior to commencement of

hauling operations. This shall include, but not be limited to, any uncontrol turning movements, truck turn templates, and flagmen to assist with trucks merging into the traffic stream.

11. The Contractor shall provide street sweeping of streets utilized in the haul route, as directed by the City. A vacuum truck may be required for clean-up and compliance with the Storm Drain Act, at the discretion of the City. Additional sweeping by City forces, if necessary, will be billed to the Contractor and the haul permit shall be suspended until resolution of any sweeping problems. Construction site must be swept and washed clean at the end of each workday as noted in Section 7-10, "Public Convenience and Safety" of the City of Orange Standard Specifications.

12. The Contractor will post a $5,000.00 clean-up deposit to guarantee that the street shall remain clean.

13. Haul route streets shall be swept every working day, at the discretion of the City. Contractor shall provide a gravel bed and shaker bar and shall wash off wheels and undercarriage of exiting vehicles prior to entering city streets to avoid tracking dirt and mud onto city roadways. A water truck may be required for dust control on the jobsite at the sole discretion of the City Inspectors. Water Quality Management Plan (WQMP) will be required and all requirements of same shall be adhered to.

14. As a result of the BIT Legislation (Bi-Annual Inspection of Commercial Vehicles, Drivers and Facilities) the vehicle safety inspections formerly required are not necessary. The Orange Police Department will, however, perform spot checks during the entire duration of this permit.

15. Violation of any condition of the haul permit or applicable sections of the State of California Vehicle Code by the Contractor or his subcontractors shall be cause, upon notification to the Contractor, for immediate suspension or revocation of the haul permit.

16. A responsible agent of the Contractor be identified and will be available to respond to Police and Public Works officials concerns, or inquiries at any time.

17. That the OPD Commercial Enforcement Detail, or the City Engineer will determine when wind conditions are of a magnitude requiring cessation of hauling activities for that day. To accommodate vehicles en-route, hauling will cease one (1) hour after the decision to cease has been made.

18. All loads of earth material shall be filled below the top of the sideboard, as outlined in the California Vehicle Code, or the loads shall be covered by a tarpaulin, as provided in the City Municipal Code, Ordinance 10.67, Section 10.67.030, Paragraph A.2, which states as follows:

"Trailers carrying loads of earth material shall, in a manner adequate to prevent the earth material from blowing or bouncing out of or otherwise leaving the truck and/or trailer while traveling or standing upon any public roadway, either wet down the loads or cover the load of earth material with a tarpaulin prior to entering upon any public roadway in the City of Orange."

19. Permit is VOID if these conditions are not attached. A copy of this permit, with conditions, must be maintained in the cab of the truck at all times it is operating on city streets. It shall be the Contractor's responsibility to obtain necessary permits, distribute to sub-contractors and Contractor shall not be relieved of any fees associated with said permits. It shall be the Contractor's responsibility to maintain control of his sub-contractors and advise them of the

conditions of the haul permit.

20. City may modify or revoke permit at any time in the interest of public safety.

7. ATTACHMENTS

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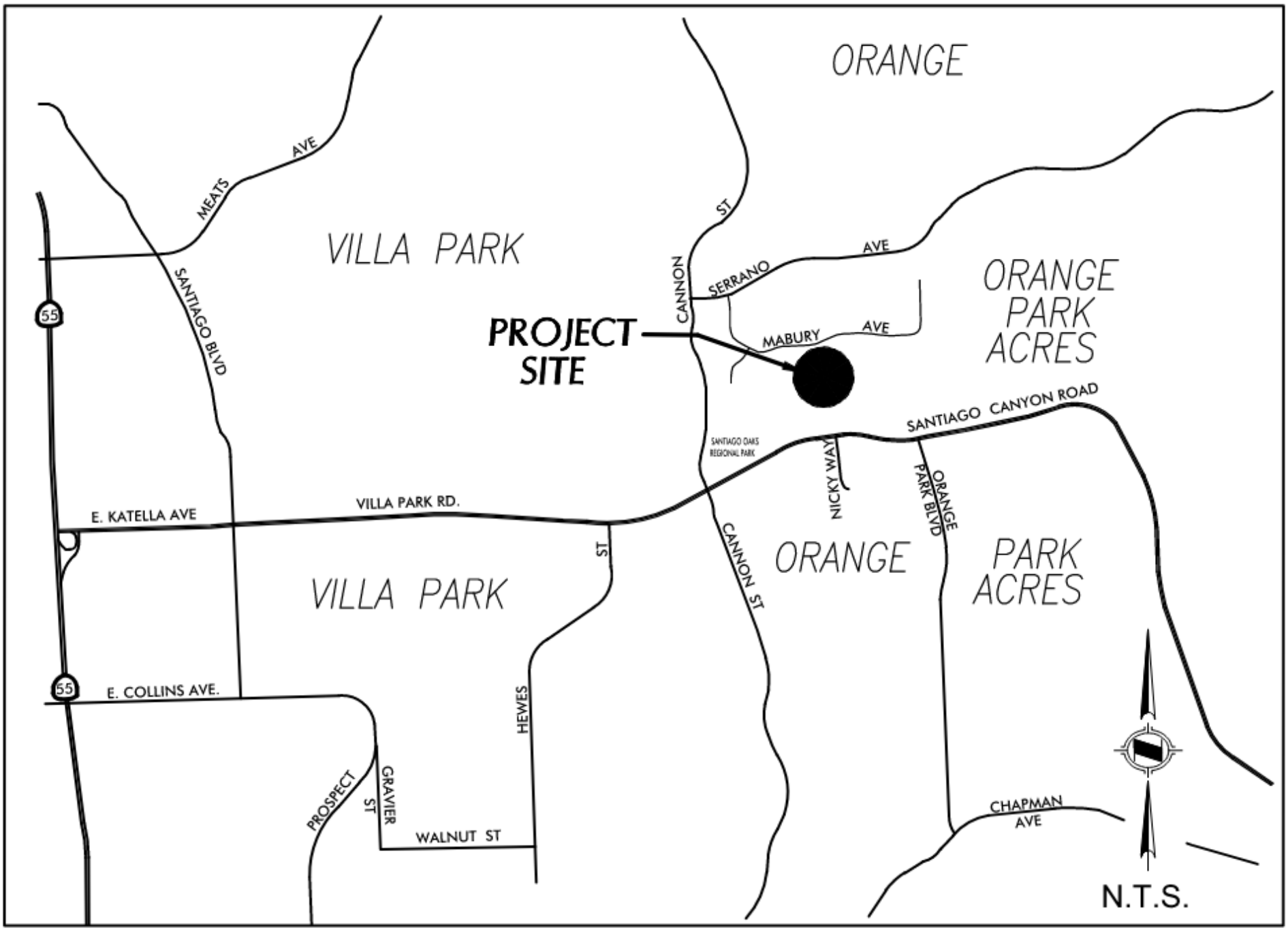
Vicinity Map



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AGR-7850

Initial LT

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of July 22, 2025 (the "Reference Date") by MILAN REI X, LLC, a California limited liability company ("Developer"), and the CITY OF ORANGE, a California municipal corporation ("City"). Developer and City are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

RECITALS

A. Developer owns the following real property located in the City and identified as: (i) TTM 0050-20 property (the "TTM Property"); (ii) Sully Miller property (the "Sully Miller Property"); and (iii) 6146 E. Santiago Canyon Road (the "Residential Property").

B. Among other things, the Parties desire to work toward the eventual development of the Sully-Miller Property as public open space, providing a substantial environmental and land use benefit to City residents and surrounding communities.

C. In August 2020, the City approved a tract map for the development of 22 single family homes on the TTM Property (the "TTM Project"). The Developer is currently pursuing ministerial permits for the TTM Project.

D. In 2023, the Developer submitted applications for "Builder's Remedy" residential projects on the Sully Miller and Residential properties (the "Builder's Remedy Applications"). Due to disagreements regarding the Builder's Remedy Applications and a desire to work toward a potential agreement regarding development of the Sully Miller and Residential properties, the City and the Developer entered into tolling agreements (the "Tolling Agreements") regarding the Builder's Remedy Applications, which tolling agreements are still in effect.

E. The Parties desire to set forth the terms of an agreement that would address development of the Sully Miller and Residential properties while Milan moves forward with the ministerial development of the TTM Property. The Parties acknowledge that all components of the agreement are necessary for the Developer to move forward, and that absent development of the TTM, Sully Miller, and Residential properties as set forth below, the Developer will pursue the Builder's Remedy Applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.1 Residential Property Project Submission and Approval. Developer plans to submit plans to the City for a 30-unit residential project on the Residential Property (the "Residential Project"). The Residential Project shall consist of the necessary applications for the 30-unit project, utilizing state Density Bonus law, an application for a tract map under the Subdivision Map Act, and any submissions necessary for the City to undertake CEQA review of the tract map application. Developer shall submit all necessary applications for the Residential Project by August 1, 2025, and City commits to review the applications for the Residential Project and, if appropriate under relevant code, use its best efforts to approve them by July 1, 2026. In the event Developer does not submit required applications for the Residential Project by August 1, 2025, the City's time to approve the submitted applications shall be extended by the number of days

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beyond August 1, 2025, that Developer submits the required applications. During the City review process, the City commits to expeditiously review Developer submissions, and Developer commits to expeditiously respond to City application comments. Specifically, Developer commits to respond to City comments within 30 days of receipt.

1.2 Sully Miller Property Utilization. Developer anticipates entering into access agreements with Landify, a company that possesses the capacity to develop the Sully Miller site into public open space (the "Open Space Project"). Upon completion these agreements will allow Landify to conduct such studies and investigations as may be necessary to develop an appropriate open space vision for the Sully-Miller Property and a feasible plan for achieving that vision. Developer and the City understand that Landify will need the City's full cooperation in this planning and implementation process. City commits to providing such cooperation, including expeditious review and, if appropriate under relevant code, approval of any of the required applications for the Open Space Project.

1.3 Divestment of Sully Miller Property. The Parties agree that the objective of the Open Space Project, whether undertaken by Landify or a comparable third party, is to put Milan in a position to divest itself of the Sully Miller Property. Milan has indicated that it may engage a third party to develop the open space project and once complete transfer ownership to the City for a nominal sum. Milan intends to divest itself of the property either through the sale of the property to the City for a nominal sum or, alternatively, to Landify or a third party for a nominal sum, with the needed restoration then completed and ownership can be transferred to the City. The Parties recognize that Milan's ability to execute such divestment is a material term of this agreement for Milan, and that prior to divestment, Milan will obtain any required clearance of the Sully Miller Property from applicable regulatory agencies. The City's acceptance of the property is contingent upon the property's clearance from all applicable regulatory agencies.

1.4 Tolling Agreement Extension. The City and Developer agree to extend the Builder's Remedy Tolling Agreements for one year from the Reference Date, subject to the timing of approval of ministerial TTM Project permits, discussed below. If the City issues the ministerial permits for the TTM Project by August 1, 2025, and approves (i) the Residential Project, and (ii) the Open Space Project (collectively, the "Required Developer Approvals") by July 1, 2026, Developer shall withdraw the Builder's Remedy Applications, provided Developer has obtained any required regulatory clearance of the Sully Miller Property. In the event the City has not issued the ministerial permits for the TTM Project by August 1, 2025, or if the City is still reviewing/processing the Required Developer Approvals beyond July 1, 2026, Developer reserves the right to move forward with the Builder's Remedy Applications. In the event Developer moves forward with the Builder's Remedy Applications due to the City not issuing the ministerial TTM Project permits by August 1, 2025, or not issuing the Required Developer Approvals by July 1, 2026, any extension of the Builder's Remedy Tolling Agreements still in effect shall terminate. Developer also reserves the right to extend the Tolling Agreements, and the City, upon finding that extension of the Tolling Agreements is in the City's best interest, shall extend the Tolling Agreements for at least six months (the "Tolling Agreements Extension"). During the Tolling Agreements Extension, the City shall continue to expeditiously process the Required Developer Approvals.

1.5 Ministerial TTM Project Permits. Developer has and will submit ministerial plans for the TTM Project, including but not limited to grading and haul route permit applications. In the event Developer does not make all necessary submissions for the ministerial TTM Project by June 1, 2025, the August 1, 2025, date for City approval of the permits for the TTM Project shall be extended beyond August 1, 2025, by the number of days beyond June 1, 2025, the Developer makes all necessary submissions.

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MISCELLANEOUS

1.6 Representations and Warranties. Each Party represents and warrants to the other Party as of the Reference Date that (i) the execution and delivery of this MOU and the consummation of the transactions contemplated hereby have been duly authorized by such Party, including by obtaining all required internal consents and approvals, and do not violate the formation documents of such Party, any agreement by which such Party is bound or applicable law and (ii) such Party is duly organized and existing in good standing under the laws of the state of its incorporation and authorized to do business in California.

1.7 Assignment. Neither Party shall assign or otherwise transfer all or any interest in this MOU without the prior written consent of the other Party.

1.8 Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by the Parties, the Parties shall perform, execute and/or deliver any and all such further acts, instruments, deeds and assurances as may be reasonably required to effectuate the purposes of this MOU and the transactions contemplated hereby. Unless otherwise expressly stated in this MOU, each Party shall act reasonably in carrying out its rights and obligations under and taking any actions in connection with this MOU. Unless otherwise expressly stated in this MOU, any notice delivered by a Party hereunder shall be reasonable prior notice and no approval or consent by a Party to a matter presented hereunder shall be unreasonably withheld, conditioned or delayed.

1.9 Notices. Any notice required or authorized by this MOU shall be in writing and may be delivered personally, by registered mail, return receipt requested, or by reputable air or ground courier service, and shall be deemed to have been given and received upon the actual receipt by the person(s) to whom notices are to be sent at the addresses set forth below, which may be changed by a Party from time to time upon notice thereof to the other Party given in accordance herewith:

Milan Representative:
Christopher Nichelson, President
Milan Capital Management, Inc.
701 S. Parker Street, Suite 5200
Orange, CA 92868

For Legal Notice Copy to:
Alexander M. DeGood
Cox, Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, CA 90067
adegood@coxcastle.com

City Representative:
City of Orange
City Manager
300 E. Chapman Avenue
Orange, CA 92866

For Legal Notice Copy to:
City of Orange
City Attorney
300 E. Chapman Avenue
Orange, CA 92866

Docusign Envelope ID: 6BE82680-7159-4CA0-AD26-F79DEA63B4A9

1.10 Entire Agreement; Severability. This MOU, including all Exhibits attached hereto, contains the entire agreement between the Parties with respect to the subject matter hereof, and all prior communications or agreements between the Parties or their respective representatives with respect to the subject matter hereof, whether oral or written, are merged into this MOU and extinguished. No modification of this MOU shall be effective unless in writing and signed by the Parties. If any term or provision of this MOU or any application thereof is held unenforceable, the remainder of this MOU and any other application of such term or provision shall not be affected thereby, and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

1.11 No Waiver. Neither Party may waive any condition or breach of any term of this MOU except in a signed writing, and no such waiver shall be deemed a waiver of any other condition or any subsequent breach of the same or of any other term of this MOU.

1.12 Governing Law. This MOU is made under and shall be governed and construed in accordance with the laws of the State of California without regard to its conflict of law principles.

1.13 Time. Time is of the essence with respect to each provision of this MOU in which time is a factor.

1.14 Interpretation. The section headings of this MOU are for convenience of reference only and shall not be used to explain or otherwise affect the meaning of any provision hereof. Whenever the singular number is used the same includes the plural if required by the context, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this MOU or Exhibit attached hereto; and all Exhibits attached hereto are incorporated into this MOU and made a part hereof. The Parties acknowledge and agree that this MOU represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that a Party may have been primarily responsible for drafting or editing this MOU shall not, in any dispute over the terms of this MOU, cause this MOU to be interpreted against such Party.

1.15 Counterparts; Electronic Signatures. This MOU may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original signatures.

[Signatures appear on following page]

IN WITNESS WHEREOF, this MOU is hereby entered into by the Parties as of the Reference Date.

MILAN REI X, LLC, A California limited liability company

By: DocuSigned by: Chris Nicholson DS CN
81DDC60B85804D8...
Christopher Nicheleson
President of its Managing Agent

CITY OF ORANGE, a municipal corporation

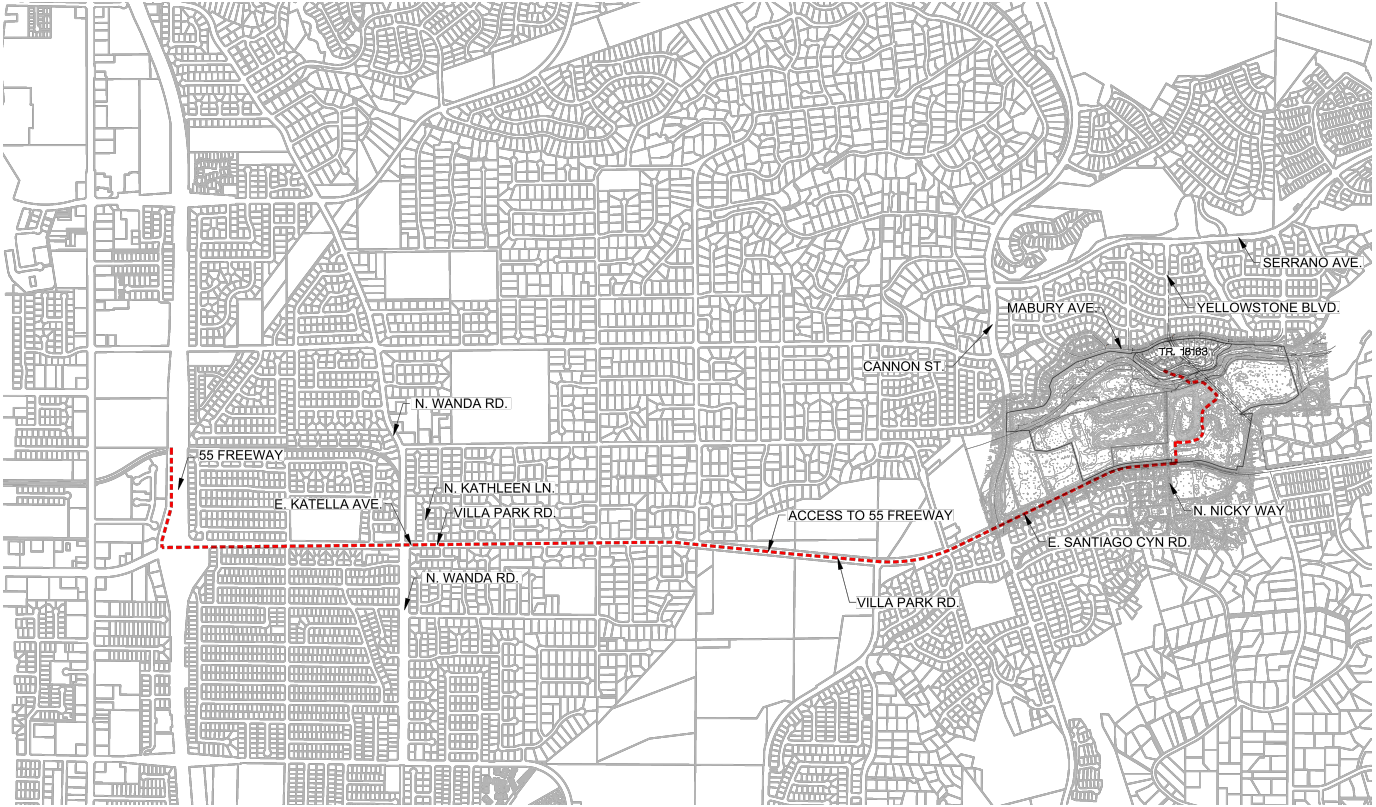
By: DocuSigned by: Thomas C. Kisela
Thomas C. Kisela, Interim City Manager

ATTEST;

By: Signed by: Pamela Coleman
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

By: Signed by: Wayne W. Winthers
Wayne W. Winthers
Interim City Attorney √



LLG

NO SCALE

LEGEND

TR. BOUNDARY

HAUL ROUTE

Scenario 1
Haul Route

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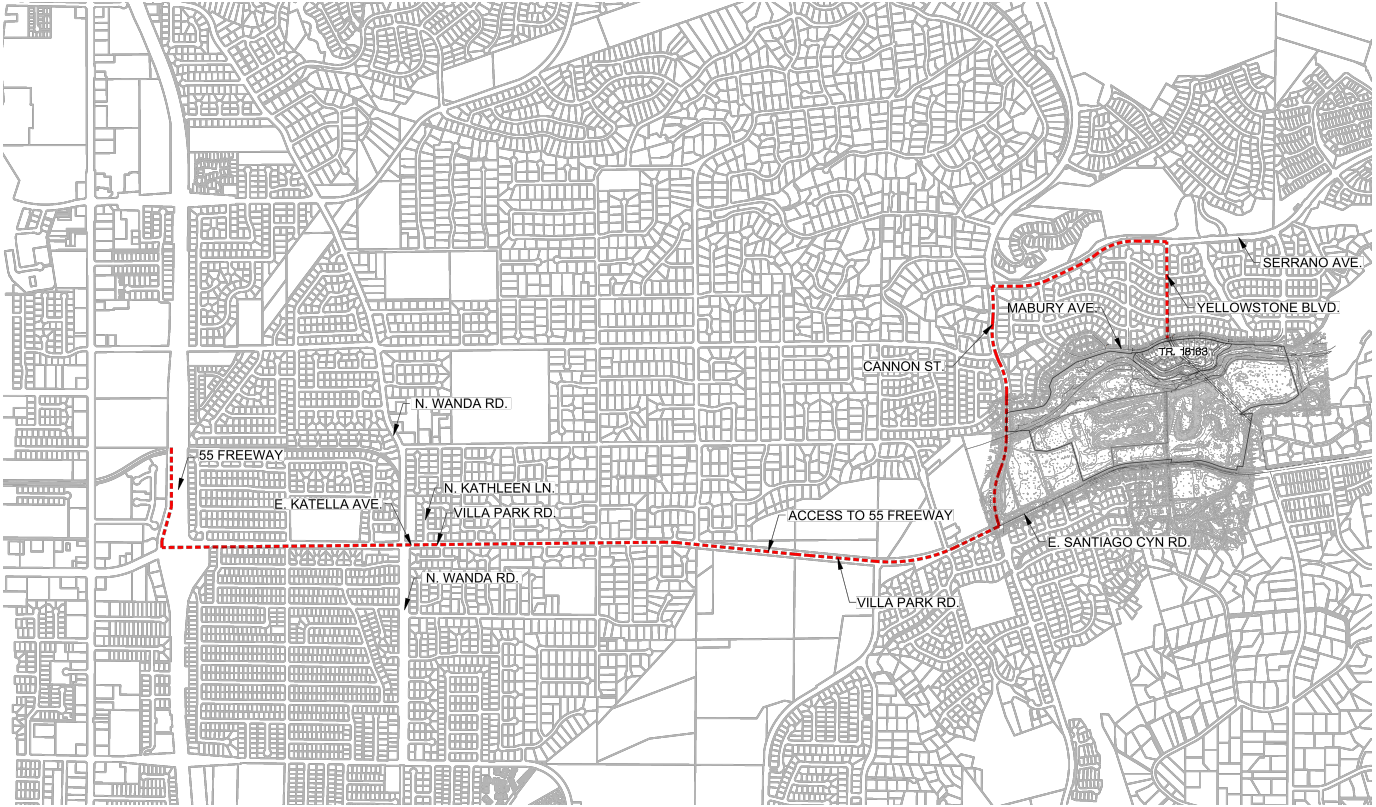

LLG

NO SCALE

LEGEND

TR. BOUNDARY

HAUL ROUTE

Scenario 2
Haul Route

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TECHNICAL MEMORANDUM

2 Executive Circle
Suite 250
Irvine, CA 92614
949.825.6175 T
949.825.5939 F
www.llgengineers.com

Pasadena
Irvine
San Diego

To:	Diane Scioli Milan Capital Management, Inc.	Date:	August 13, 2025
From:	Keil D. Maberry, P.E., Principal LLG, Engineers	LLG Ref:	2.25.4995.1
Subject:	**Haul Route Traffic Management Plan (TMP) Tract Map No. 18163 - Orange, California**		

In response to the Condition of Approval for the proposed Tract 18163 Residential Project**,** this Haul Route TMP has been prepared to address the following requirement:

- *Contractor will submit a traffic management plan including vehicular traffic control plan for review and approval of the City prior to commencement of hauling operations. This will include, but not be limited to, any uncontrolled turning movements, truck turn templates, and flagmen to assist with trucks merging into the traffic stream.*

The Haul Route TMP will be consistent with the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTD) and/or the California Temporary Traffic Control Handbook (CATTCH) (previously known as the California Joint Utility Traffic Control Manual). At a minimum, the Haul Route TMP shall include, but not be limited to, the following:

1. Provisions for temporary traffic control to improve traffic flow on public roadways and ensure the safe access into and out of the site (e.g., warning signs, temporary striping, lights and devices, and flag personnel);

2. At least one direction of travel in each direction on adjacent roadways (Yellowstone Boulevard and East Mabury Avenue) must always be maintained during project construction activities;

3. Identify planned detours should full closures be required;

4. Prohibiting construction-related vehicles from parking on public streets;

5. Obtaining the required permits for truck haul routes from the City of Orange and/or the California Department of Transportation (Caltrans);

6. Maintaining unobstructed emergency access to the Project site and adjacent areas during all phases of construction. Flag personnel shall be trained to assist in emergency response by restricting or controlling the movement of traffic that could interfere with emergency vehicle access.

In addition to the six (6) provisions listed above, the following should also be addressed, subject to concurrence by the City of Orange:

7. Maintain all haul routes clean and free of debris including but not limited to gravel and dirt as a result of Project's operations. The Applicant shall clean adjacent streets, as directed by the City Traffic Engineer (or representative of the City Traffic Engineer), of any material which may have been spilled, tracked, or blown onto adjacent streets or areas.

8. Haul trucks entering or exiting public streets shall at all times yield to public traffic.

9. If hauling operations cause any damage to existing pavement, street, curb, and/or gutter along the haul route, the applicant will be fully responsible for repairs. The repairs shall be completed to the satisfaction of the City Traffic Engineer.

10. All construction-related parking and staging of vehicles will be kept out of the adjacent public roadways and will occur on-site to the extent feasible.

It should be noted that there are two (2) haul route options under consideration, of which both may be utilized during the soil import operation for the proposed Project. Therefore, this Haul Route TMP addresses both options, accordingly.

To address the applicable requirements as noted above in City's haul route condition of approval, ***Figure 1*** schematically illustrates the recommended Option 3 Haul Route that construction-related truck traffic would utilize during the import of soil from the Project site during site grading. ***Figure 2*** illustrates the recommended Option 2 Haul Route that construction-related truck traffic would utilize during the import of soil from the Project site during site grading. ***Figure 3*** illustrates the truck turning movements associated with the Option 3 haul route for the anticipated trucks that will be used for the import of soil at the key intersections along the route in the vicinity of the Project site. ***Figure 4*** illustrates the truck turning movements associated with the Option 2 haul route for the anticipated trucks that will be used for the import of soil at the adjacent site access along Santiago Canyon Road in the vicinity of the Project site. Based on information provided by Milan Capital, the Project Applicant/Proponent, the anticipated construction work schedule and frequency associated with the construction related traffic to and from the site is as follows:

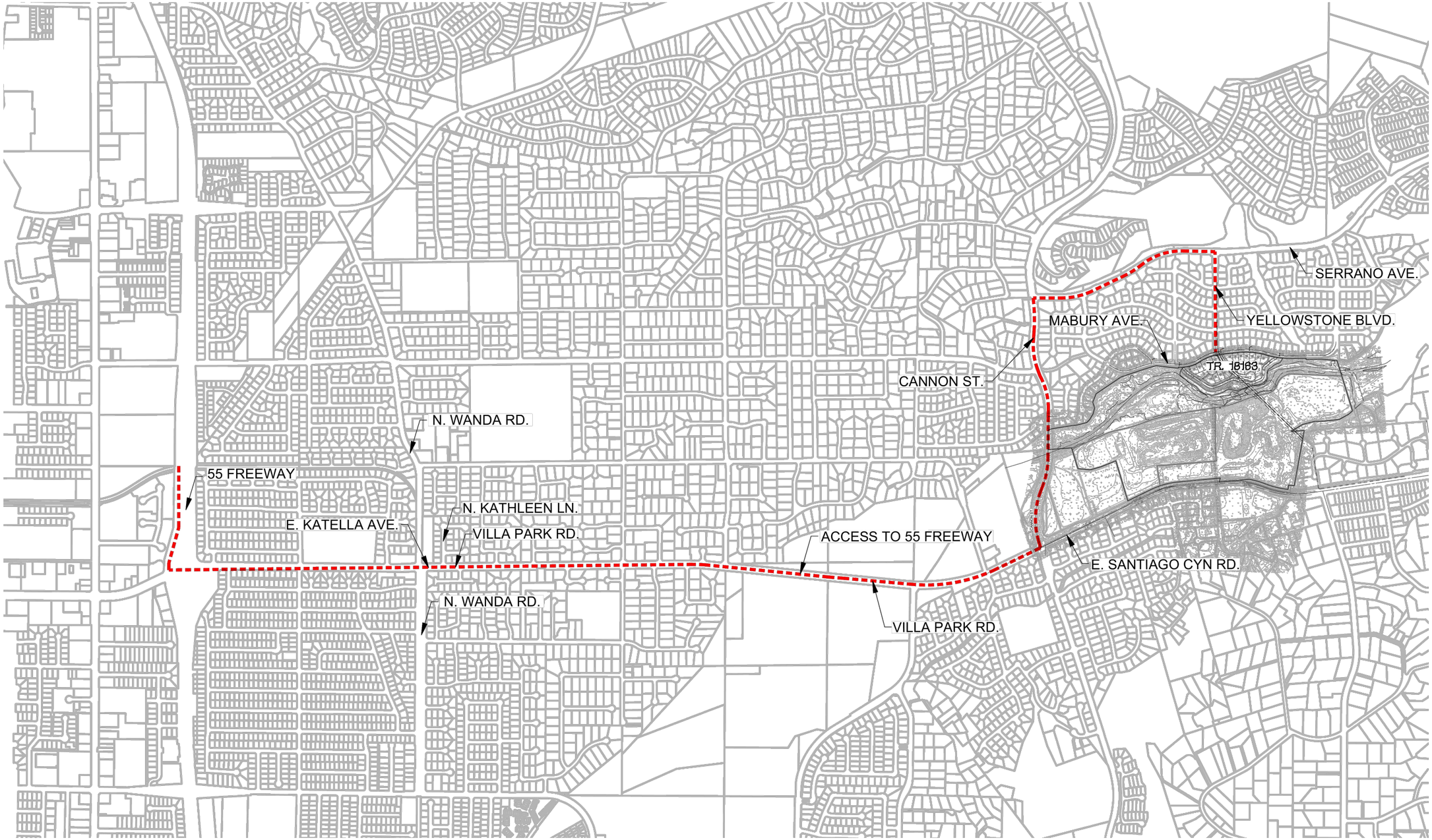
Construction Activity (Soil Import)

- The expected number of employees is 12 per day, with parking on-site.
- Duration: 6 months days (excludes Saturdays and Sundays).
- Employee hours of operation: Monday through Friday, 7:30 AM to 4:30 PM.
- Truck hauling hours of operation: Monday through Friday, 8:30 AM to 3:30 PM.
- Truck capacity: 14 CY per truck.
- Average number of trucks per day: 240 trucks per day.
- Truck operation restriction:
  - Maintain a 5-minute headway at all times,
  - No stacking of trucks on any public street in the City,
  - Construction traffic is prohibited on Mabury Avenue.
- Streets shall be regularly swept as determined by the City and free of dirt and debris

* * * * * * * * * * *

Should you have any questions regarding this memorandum, please contact me at (949) 825-6175.

Attachments



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N NO SCALE

LEGEND

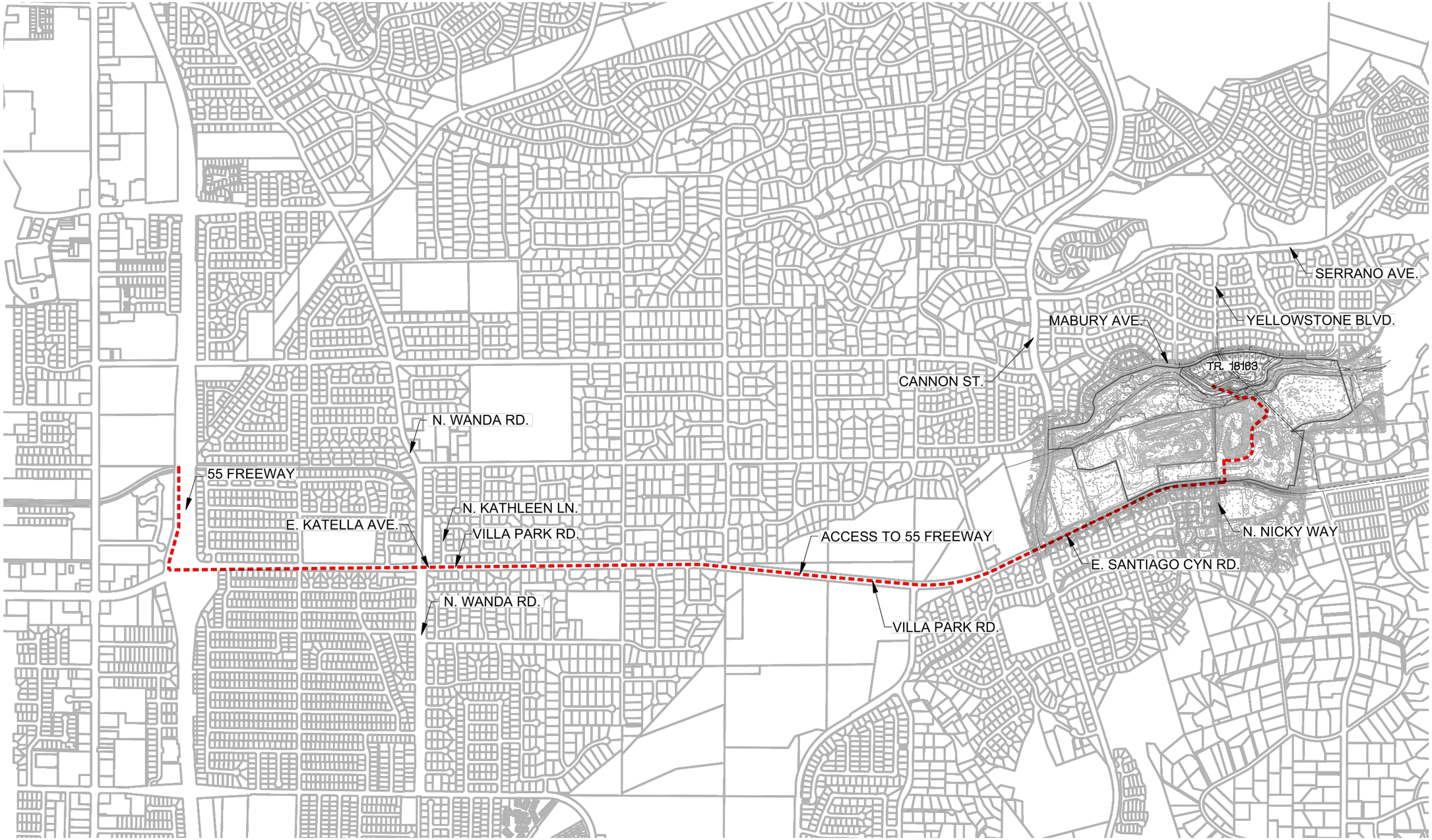
TR. BOUNDARY

HAUL ROUTE

FIGURE 1

HAUL ROUTE – OPTION 3

TRACT 18163, ORANGE



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LEGEND

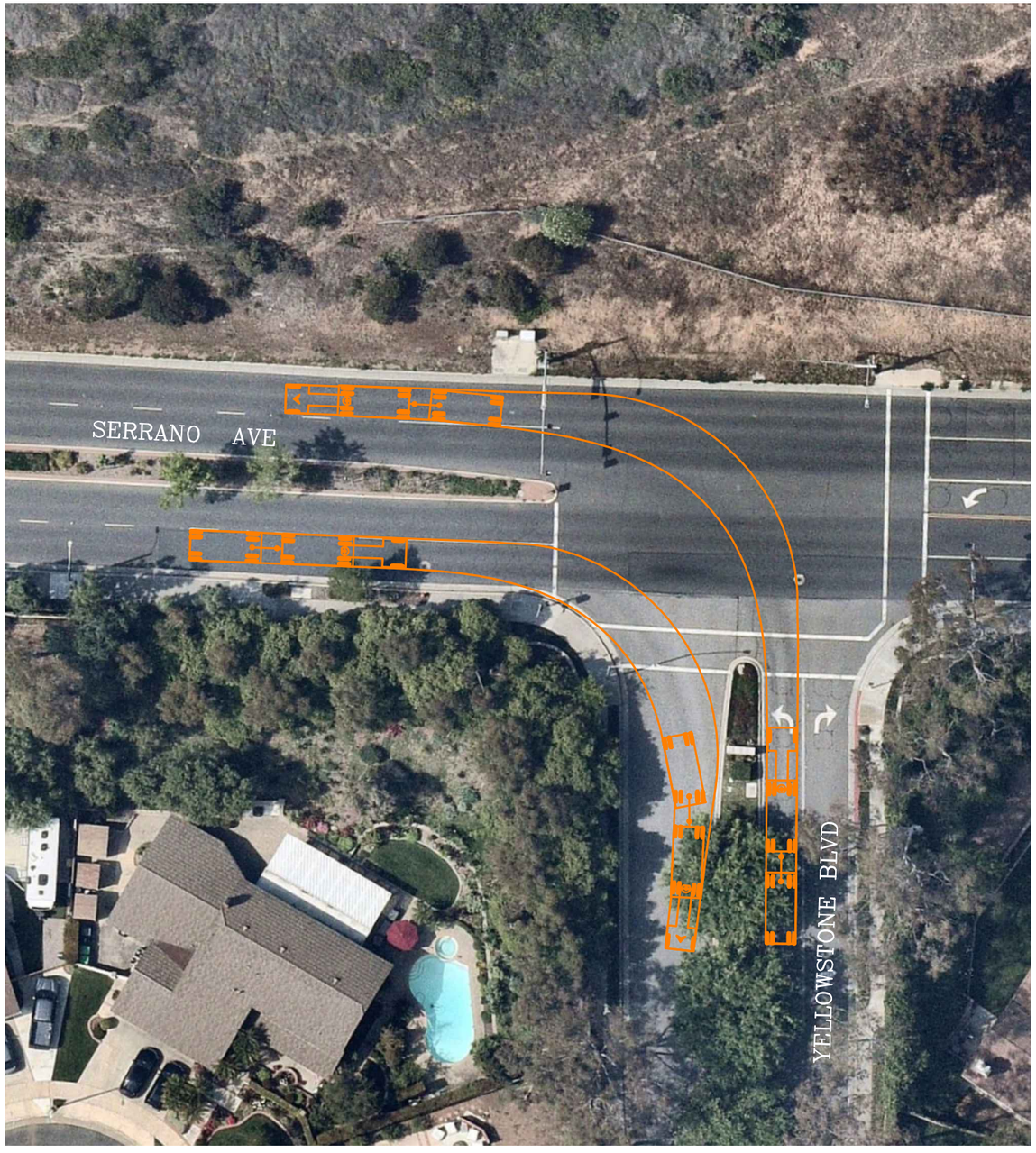
TR. BOUNDARY

HAUL ROUTE

FIGURE 2

HAUL ROUTE – OPTION 2

TRACT 18163, ORANGE



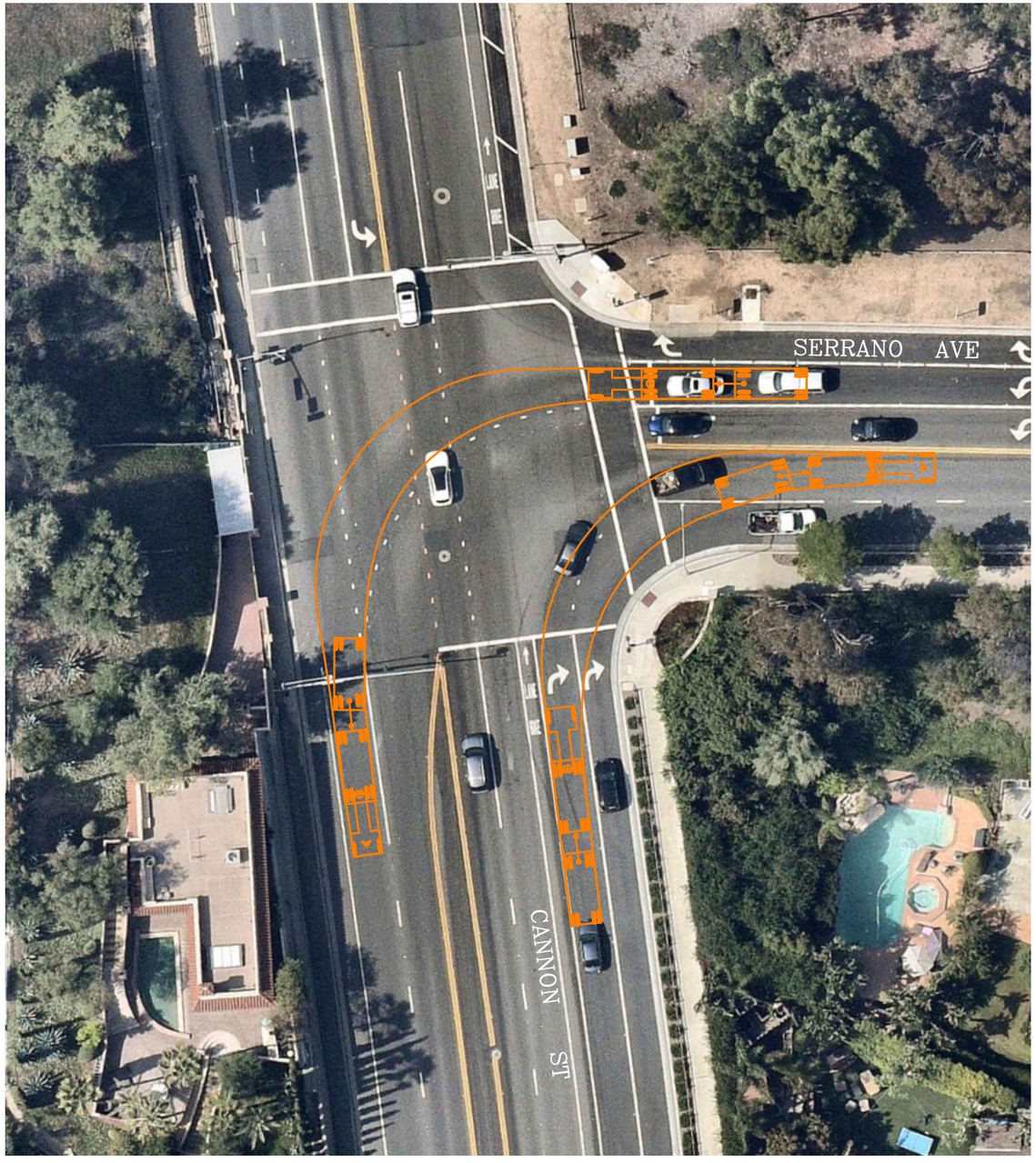


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FIGURE 3

TRUCK TURNING MOVEMENT
TANDEM TRAILER DIRT HAULER – OPTION 3
TRACT 18163, ORANGE

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FIGURE 4

TRUCK TURNING MOVEMENT
TANDEM TRAILER DIRT HAULER – OPTION 2
TRACT 18163, ORANGE

Santa Ana Regional Water Quality Control Board

December 23, 2025

Christopher Nichelson
President
Milan Capital Management, Inc.
701 S. Parker Street, Suite 5200
Orange, CA 92868
(chris@milancap.com)

COMMENTS ON REQUESTED ALTERATION OF STOCKPILE H TO ACCOMMODATE TRUCK HAULING ROUTE FOR PROPOSED MABURY RESIDENTIAL DEVELOPMENT – RIO SANTIAGO, 6145 E. SANTIAGO CANYON ROAD, ORANGE, CA (GLOBAL ID NO. T10000023109; CR SITE ID NO. 2080228)

Dear Mr. Nichelson:

Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) staff have reviewed *Requested Alteration of Stockpile H to Accommodate Truck Hauling Route for Proposed Mabury Residential Development* (Requested Alteration), dated December 10, 2025, for Rio Santiago, located at 6145 East Santiago Road in Orange (Site). The Requested Alteration was prepared on your behalf by your consultant, Verdantas Inc. (Verdantas) and submitted to the Orange County Health Care Agency (OCHCA) and the Santa Ana Water Board. This letter provides our comments on the Requested Alteration.

Proposed Scope of Work

Stockpile H, located at the Site, is requested to be altered to accommodate an on-Site haul route to the northern adjacent Mabury residential development site (Mabury site). The Requested Alteration proposes the following activities:

- Relocation of approximately 12,765 cubic yards (CY) of soil from Stockpile H to two areas on the Site.
    - Per an email from Mr. Nichelson, dated December 22, 2025, the lower ten feet of Stockpile H will not be moved or disturbed as part of the alteration.
- Approximately 1,275 CY of the 12,765 CY of Stockpile H soil will be emplaced in the area depicted in olive green (Attachment 1) to provide the fill needed to widen a portion of the proposed haul route.
    - The depth of the area to be filled is approximately 10 to 15 feet.
    - The maximum width of the area to be filled is approximately 40 to 45 feet.

- The remaining balance of Stockpile H soil proposed for relocation, approximately 11,490 CY, will be moved to and re-stockpiled at the area outlined in purple (Attachment 1).
- A California-licensed Professional Land Surveyor will conduct a survey of Stockpile H and the proposed soil relocation areas to provide “before and after” topographic exhibits.
- Engineering controls, as listed below, will be used to help prevent soil from migrating off-Site:
    - Municipal water will be continuously applied, as needed, to disturbed soils during loading, transportation, and emplacement to mitigate airborne fugitive dust emissions
    - Shaker/track plates will be installed on the Rio Santiago Site side of the proposed temporary earthen bridge to mitigate soil transfer originating from the Site to the Mabury site.

Discussion

The Mabury site, directly north of the Rio Santiago Site, requires the import of clean fill material. The Requested Alteration presents two haul route options for transporting the clean fill material to the Mabury site: Option 1 will transport the material via city streets through the current Mabury Ranch residential community north of the Mabury site; Option 2 will transport the material through the Rio Santiago Site and onto the Mabury site by way of a temporary earthen bridge across Santiago Creek. The proposed earthen bridge has been permitted by the United States Army Corps of Engineers. The bridge will be constructed from clean fill material excavated from the Mabury site, per Ms. Diane Scioli, Construction Manager for Milan Capital Management, Inc. As stated in the Requested Alteration, Option 2 is the preferred haul route as it will eliminate approximately 200 daily dump truck trips through the Mabury Ranch residential community over the course of approximately four to six months.

The Santa Ana Water Board prefers that imported clean fill material be used for the haul route area that needs to be filled. However, the use of material from Stockpile H, as described above, is acceptable to fill in the area needed for the on-Site haul route. Regardless of where the fill material is sourced from, the Santa Ana Water Board may require sampling of the haul route fill area in the future, if warranted.

Comments

We concur with the proposed scope of work, provided that the following comments are addressed:

1. Ensure that no visible dust migration is observed during stockpile grading and relocation activities, including during non-working hours. Refer to Department of Toxic Substances Control (DTSC)’s *Community Air Monitoring Plan Guidance* and

South Coast Air Quality Management District (SCAQMD) Rule 1466, as needed, for protocols to minimize and address fugitive dust emissions during field work for the Stockpile H alteration.

2. Ensure that appropriate erosion prevention controls are used to prevent material from Stockpile H from migrating to areas outside of the Stockpile H footprint or the approved relocation areas.
3. Ensure that no other on-Site stockpiles are disturbed or impacted during alteration and relocation activities for Stockpile H.
4. If imported clean fill material is used for the haul route fill area, provide the source facility name and address to the Santa Ana Water Board prior to the emplacement of the fill material.

If you have any questions, please contact Pamela Ybarra, Senior Water Resource Control Engineer at (951) 782-4990 or pamela.ybarra@waterboards.ca.gov. You may also contact me at (951) 782-9475 or alan.kuoch@waterboards.ca.gov.

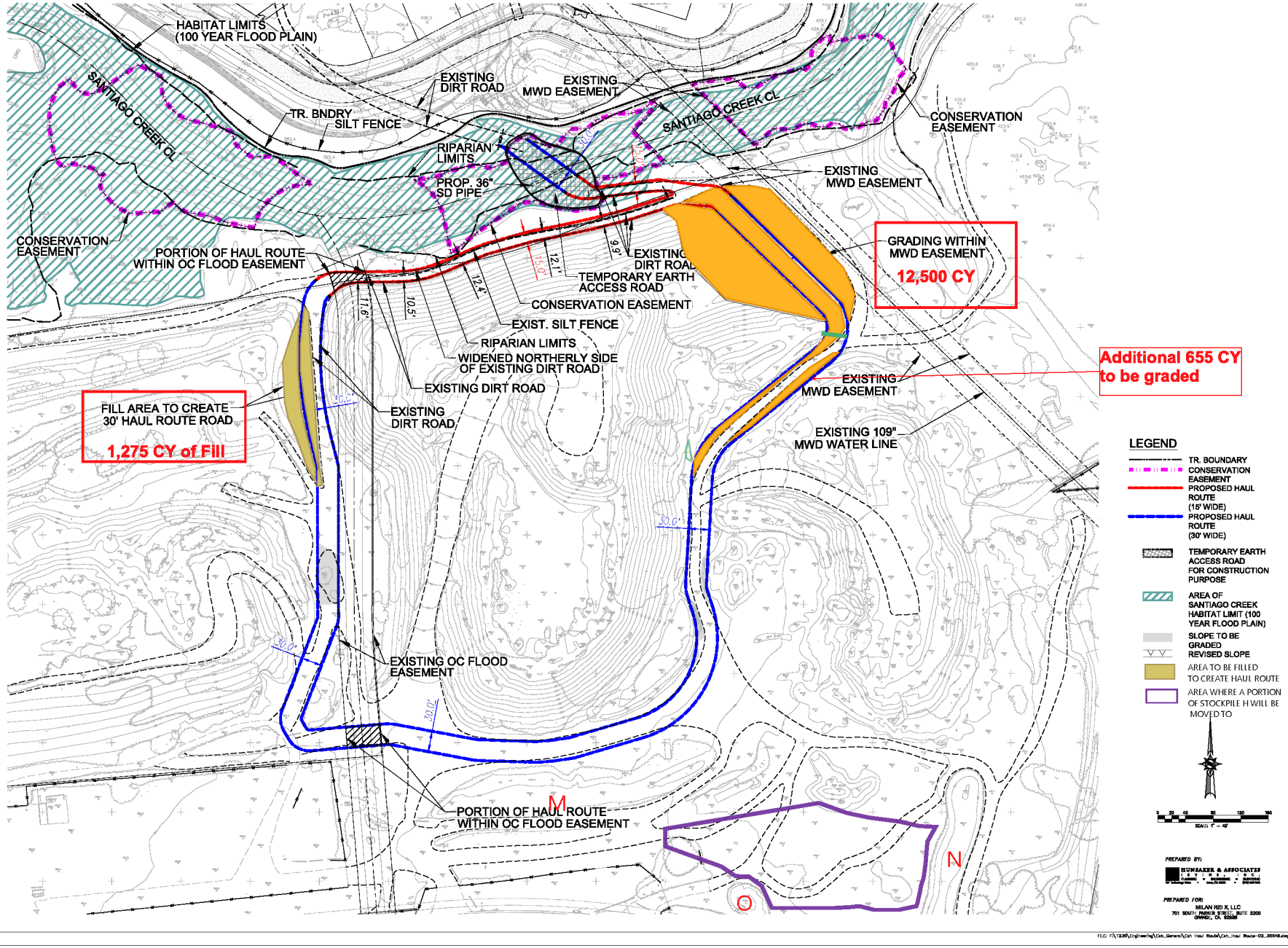
Sincerely,

Alan Kuoch, PG
Groundwater Protection Branch Manager

Attachment 1: Haul Route Exhibit C

cc: Diane Scioli – Milan
Michael Priestaf – Verdantas
Robin Ferber – Verdantas
Darwin Cheng – OCHCA
Shyamala Rajagopal – OCHCA
Soheil Afshari – OCHCA
Dan Weerasekera – OCHCA
Tamara Escobedo – OCHCA
Christopher Cash – City of Orange

TR 18163 HAUL ROUTE EXHIBIT -C



Agenda Item

Orange City Council

Item #: 9.2. 1/13/2026 **File #:** 25-0631

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Approval of dedication agreement with Milan REI X, LLC; and acceptance of the dedication of 30.75 acres of open space to the City of Orange from Milan REI X, LLC. Resolution No. 11649.

2. SUMMARY

Milan REI X LLC wishes to dedicate 30.75 acres of land to the City to be used for open space purposes. As part of the open space dedication, conservation easements will be given to Rivers & Lands Conservancy and the California Department of Fish and Wildlife for land conservation and management activities.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11649. A Resolution of the City Council of the City of Orange accepting a dedication from Milan REI X, LLC of a 30.75 acres parcel (parcel map no. 2021-187 parcel no. 2) (APNs 370-141-19. 370-041-12, 370-011-08, 370-011-18, 093-280-30, 370-213-01, and 370-011-21) for inclusion in the City's open space reserve.

2. Approve dedication agreement with Milan REI, LLC which dedicates 30.75 acres of land to the City to be used for open space purposes; and authorize the Mayor and City Clerk to execute on behalf of the City.

3. Authorize the City Manager to approve additional agreements and/or easements related to this dedication.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

In November 2019, Milan REI X, LLC (Milan) entered into a development agreement with the City. As part of this agreement, Milan was entitled to build 22 homes, just south of Mabury Avenue in east Orange. The development will impact native habitat and as a result will need to be mitigated through the establishment of a conservation easement adjacent to the 22-home development to off-set habitat loss.

In 2024, a new parcel map (No. 2021-187) was prepared and recorded for the Milan properties subject to the development agreement. The new parcel map created a new 30.75-acre parcel (Parcel 2) that surrounds the property entitled for the 22 homes (Parcel 1). As Milan concludes various projects within the City and begins divesting from these properties, it has approached the City with a proposal to dedicate Parcel 2 to the City, which would also include the conservation easement discussed previously.

Accordingly, Parcel 2 will be formally dedicated to the City through a dedication agreement outlining the specific terms of the land transfer, as well as a City Council resolution establishing the public benefit. Once accepted, the parcel will be incorporated into the City's open space reserve for long-term management.

In conjunction with this dedication, the City, in fulfillment of Milan's conservation obligation, will also enter into an agreement with the Rivers and Lands Conservancy and California Department of Fish and Wildlife. City staff are currently finalizing the easement language in collaboration with the respective agencies to ensure the long-term conservation of the dedicated property. Milan or its successors will bear all costs associated with the establishment and maintenance of the conservation easement.

7. ATTACHMENTS

- Attachment 1 Resolution No. 11649
- Attachment 2 Extracted Pages from Parcel Map No. 2021-187
- Attachment 3 Exhibit D1A
- Attachment 4 Exhibit D1B
- Attachment 5 LD 11003 - Storm Drain Easement Legal Description
- Attachment 6 LD 11004 - Temp Construction Access Easement Legal Description
- Attachment 7 LD 11007 - Parcel 2 Permanent Access Legal Description
- Attachment 8 Dedication Agreement with Milan REI X

Agenda Item

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RESOLUTION NO. 11649

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ACCEPTING A DEDICATION FROM MILAN REI X, LLC OF A 30.75 ACRES PARCEL (PARCEL MAP NO. 2021-187 PARCEL NO. 2) (APNS 370-141-19, 370-041-12, 370-011-08, 370-011-18, 093-280-30, 370-213-01, AND 370-011-21) FOR INCLUSION IN THE CITY'S OPEN SPACE RESERVE

WHEREAS, Milan Rei X, LLC ("Grantor") is the owner of the property described herein and has offered to dedicate Parcel 2 to the City of Orange for the public benefit and for inclusion in the City's Open Space Reserve; and

WHEREAS, Parcel Map No. 2021-187 was recorded in Book 415, Pages 38–47 of Parcel Maps, in the Office of the County Recorder of Orange County, creating Parcel 2 consisting of approximately 30.75 acres; and

WHEREAS, Parcel 2 consists of the following Assessor's Parcel Numbers, in whole or in part: 370-141-19, 370-041-12, 370-011-08, 370-011-18, 093-280-30, 370-213-01, and 370-011-21; and

WHEREAS, acceptance of Parcel 2 is consistent with the City of Orange General Plan, including the Open Space and Conservation Elements, and will serve the long-term public interest by preserving natural open space resources; and

WHEREAS, Government Code section 27281 requires that a city accept interests in real property through a certificate or resolution of acceptance, and the Orange Municipal Code authorizes the City Council to accept dedications of land on behalf of the City; and

WHEREAS, the City desires to accept fee title to Parcel 2 free of any reversionary rights, conditions subsequent, reservations, or rights of re-entry, and solely subject to matters of record as disclosed in the Preliminary Report issued by Commonwealth Land Title Company, Order No. 932506344.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

SECTION I:

The City of Orange hereby accepts the dedication of Parcel 2 of Parcel Map No. 2021-187, as shown in Parcel Map Book 415, Pages 38–47, in the Office of the Orange County Recorder, consisting of approximately 30.75 acres and comprising APNs 370-141-19 (portion), 370-041-12 (portion), 370-011-08 (portion), 370-011-18 (portion), 093-280-30 (portion), 370-213-01 (portion/whole), and 370-011-21 (portion).

SECTION II:

The City accepts Parcel 2 in fee simple absolute, without any reversion, condition subsequent, limitation, right of re-entry, or reservation of rights in favor of the Grantor. Grantor retains no access rights, development rights, or reversionary interests of any kind.

SECTION III:

The City accepts Parcel 2 subject only to existing matters of record, including easements, rights-of-way, and restrictions disclosed in Commonwealth Land Title Company Preliminary Report No. 932506344, and not subject to any unrecorded encumbrances or newly imposed conditions.

SECTION IV:

The Mayor is authorized to execute any required Certificate of Acceptance pursuant to Government Code section 27281, and the City Manager, City Clerk, and City Attorney are authorized to take all actions necessary to complete the transfer and recordation.

SECTION V:

This acceptance shall be effective upon recordation of a City-executed Certificate of Acceptance pursuant to Government Code section 27281.

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

DUPLICATE

415 43

43

415

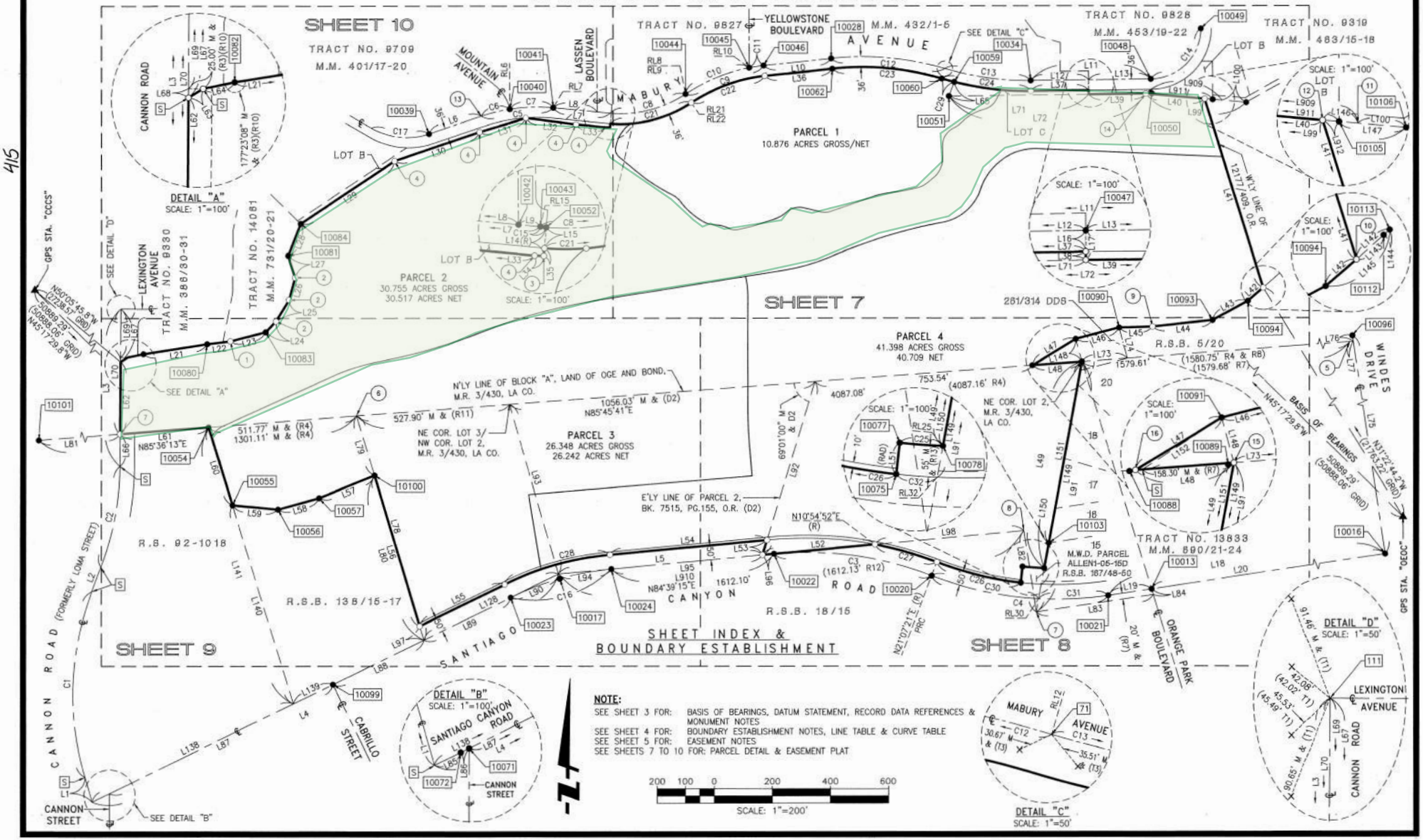
SHEET 6 OF 10 SHEETS
NUMBERED PARCELS: 4
ACREAGE (GROSS): 109.377 ACRES
ACREAGE (NET): 108.344 ACRES
DATE OF SURVEY: JUNE 2022
ALL OF THE CITY OF ORANGE
TENTATIVE PARCEL MAP NO. 2021-187

PARCEL MAP NO. 2021-187

IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA

FOR FINANCE AND CONVEYANCE PURPOSES

KURT R. TROXELL, L.S. 7854 JUNE 2022 FUSCOE ENGINEERING, INC.



NOTE:

SEE SHEET 3 FOR: BASIS OF BEARINGS, DATUM STATEMENT, RECORD DATA REFERENCES & MONUMENT NOTES

SEE SHEET 4 FOR: BOUNDARY ESTABLISHMENT NOTES, LINE TABLE & CURVE TABLE

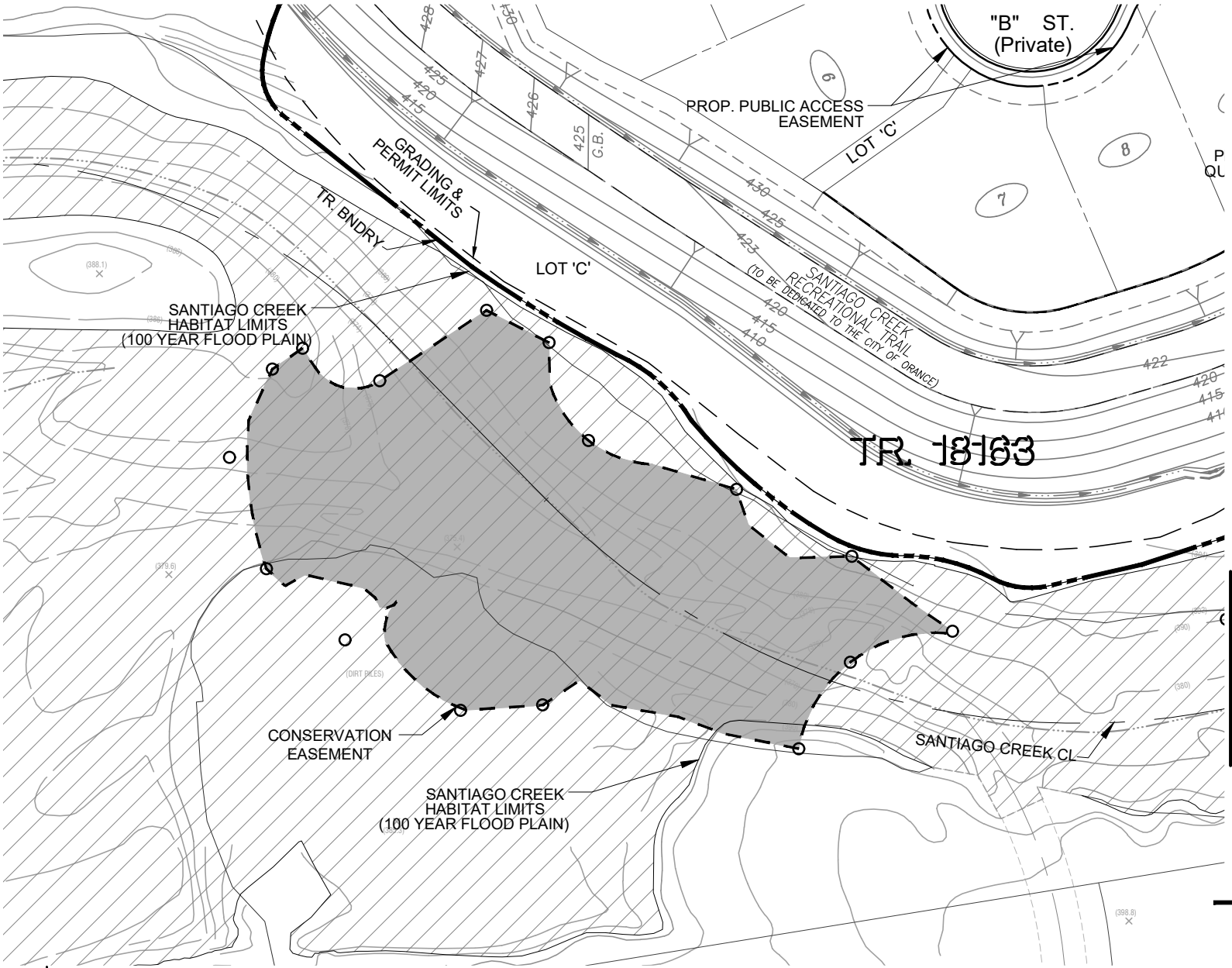
SEE SHEET 5 FOR: EASEMENT NOTES

SEE SHEETS 7 TO 10 FOR: PARCEL DETAIL & EASEMENT PLAT

DUPLICATE

408

EXHIBIT D-1



LEGEND

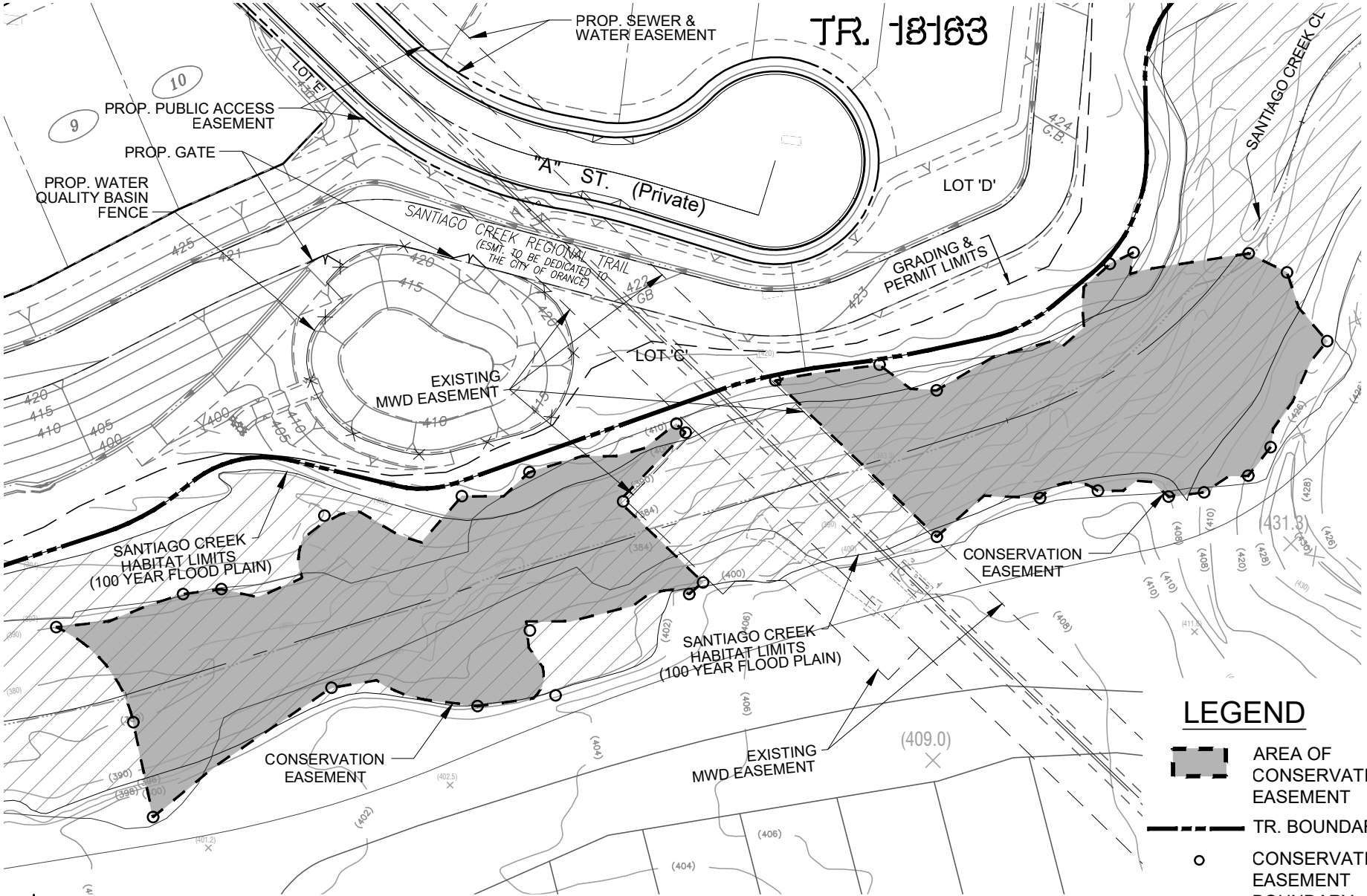
- AREA OF CONSERVATION EASEMENT
- TR. BOUNDARY
- CONSERVATION EASEMENT BOUNDARY MARKER
- AREA OF SANTIAGO CREEK HABITAT

CURRENT NATURAL CONDITION OF THE EASEMENT AREA

1"=60' SCALE

FILE: F:\1236\Engineering\Exh_General\Exh D-CE\1236-TR_18163-Exh D-1.dwg

EXHIBIT D-1



CURRENT NATURAL CONDITION OF THE EASEMENT AREA

1"=60' SCALE

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EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A

In the City of Orange, County of Orange, State of California, being that portion of Parcel 2 of Parcel Map No. 2021-187 filed in Book 415, Pages 38 through 47, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the northwesterly terminus of that certain course described as "N51°02'35"W 121.31'" in the northeasterly line of said Parcel 2; thence along said northeasterly line South 51°02'35" East 21.95 feet; thence leaving said northeasterly line South 81°50'32" West 11.25 feet; thence South 34°57'39" West 44.59 feet; thence North 55°02'21" West 30.00 feet; thence North 34°57'39" East 59.84 feet to said northeasterly line, said point being on a non-tangent curve concave northeasterly having a radius of 31.00 feet, a radial line said point bears South 71°32'38" West; thence along said northeasterly line, southeasterly 17.63 feet along said curve through a central angle of 32°35'13" to the **Point of Beginning.**

Containing an area of 1,676 square feet, more or less.

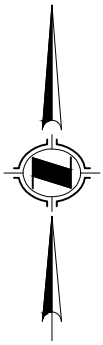
As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

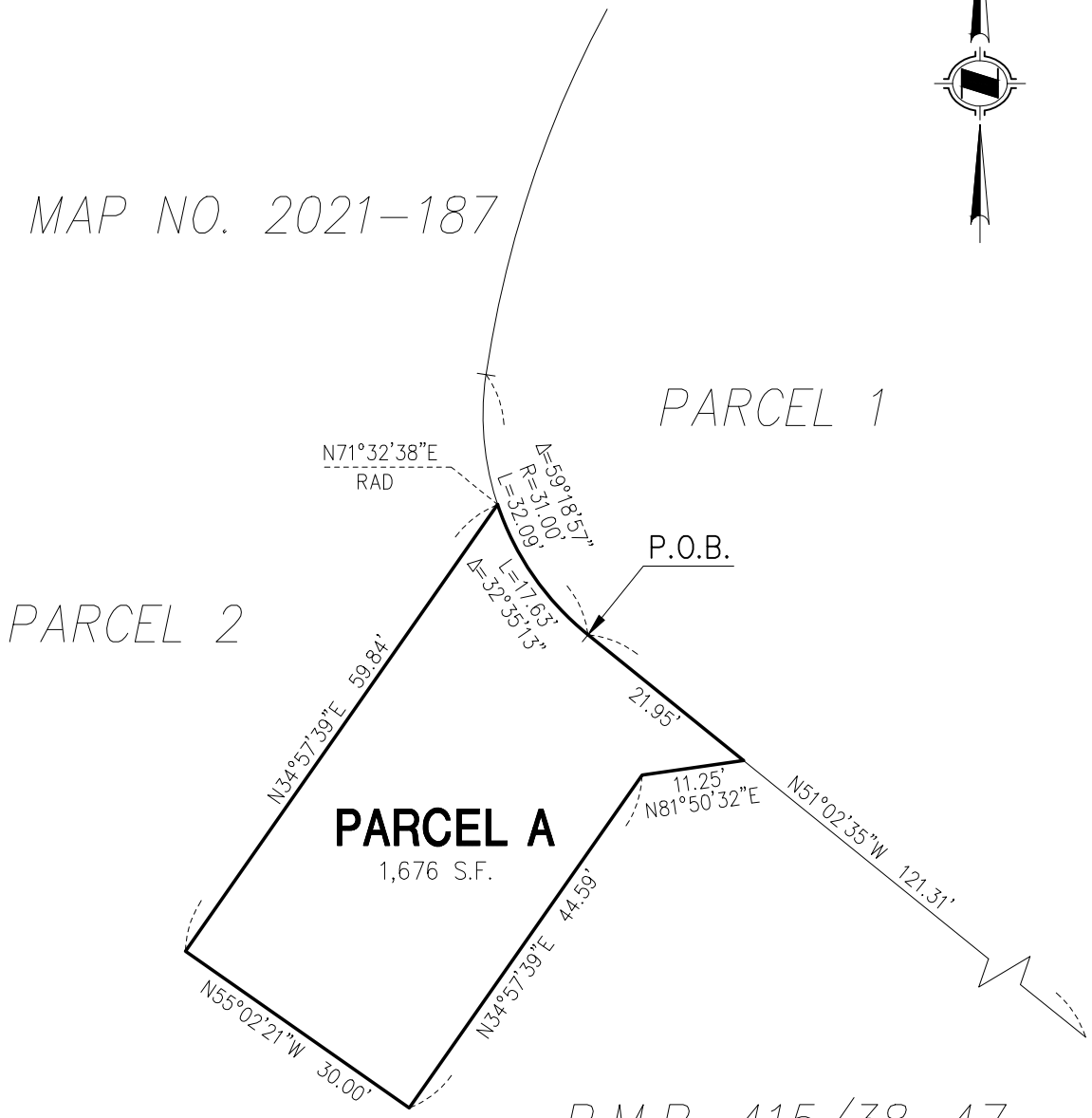
Jason R. Kinnie, L.S. No. 7090
Date: 11-17-2025

November 17, 2025
WO No. 1375-94X
Page 1 of 1
H&A Legal No. 11003
By: T. Vo
Checked By: J. Kinnie

EXHIBIT "B"

Sketch to Accompany Legal Description





PREPARED BY ME OR UNDER MY DIRECTION

11/17/2025

JASON R. KINNIE, PLS 7090 DATED

LICENSED LAND SURVEYOR
JASON R. KINNIE
No. 7090
STATE OF CALIFORNIA

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
157 Technology Drive ▪ Irvine, CA 92618 ▪ (949) 583-1010

EXHIBIT "B"

CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 11/17/25	REV. DATE - - -	.DWG By: T. VO	CK'd By: J. KINNINE	SCALE: 1"= 20'	W.O. 1375-94X
FILE: I:\Mabury22\LD\11003 SD\SHT01.dwg				H&A LEGAL No. 11003	SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A

A strip of land 20.00 feet wide in the City of Orange, County of Orange, State of California, being that portion of Parcel 2 of Parcel Map No. 2021-187 filed in Book 415, Pages 38 through 47, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, the centerline of said strip being described as follows:

Commencing at the southwesterly terminus of that certain curve in the southerly line of said Parcel 2, said curve being concave southerly having a radius of 1870.00 feet, a radial line to the beginning of said curve bears North 23°02'10" West; thence easterly 196.27 feet along said southerly line and curve through a central angle of 6°00'49" to the **True Point of Beginning** and the beginning of a non-tangent curve concave southwesterly having a radius of 25.00 feet, a radial line to said point bears North 62°45'51" East; thence leaving said southerly line northwesterly 31.98 feet along said curve through a central angle of 73°17'19"; thence South 79°28'32" West 137.50 feet to a curve concave northerly having a radius of 25.00 feet; thence westerly 22.94 feet along said curve through a central angle of 52°33'54"; thence North 47°57'34" West 92.11 feet to a curve concave southwesterly having a radius of 45.00 feet; thence northwesterly 19.37 feet along said curve through a central angle of 24°39'34"; thence North 72°37'08" West 71.03 feet to northerly line of said Parcel and the terminus of this description.

The sideline of said strip shall prolonged or shortened to originate in said southerly line of Parcel 2 and to terminate in said northerly line of Parcel 2.

Containing an area of 7,495 square feet, more or less.

November 17, 2025
WO No. 1375-94X

H&A Legal No. 11004
By: T. Vo
Checked By: J. Kinnie

EXHIBIT "A"
LEGAL DESCRIPTION

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

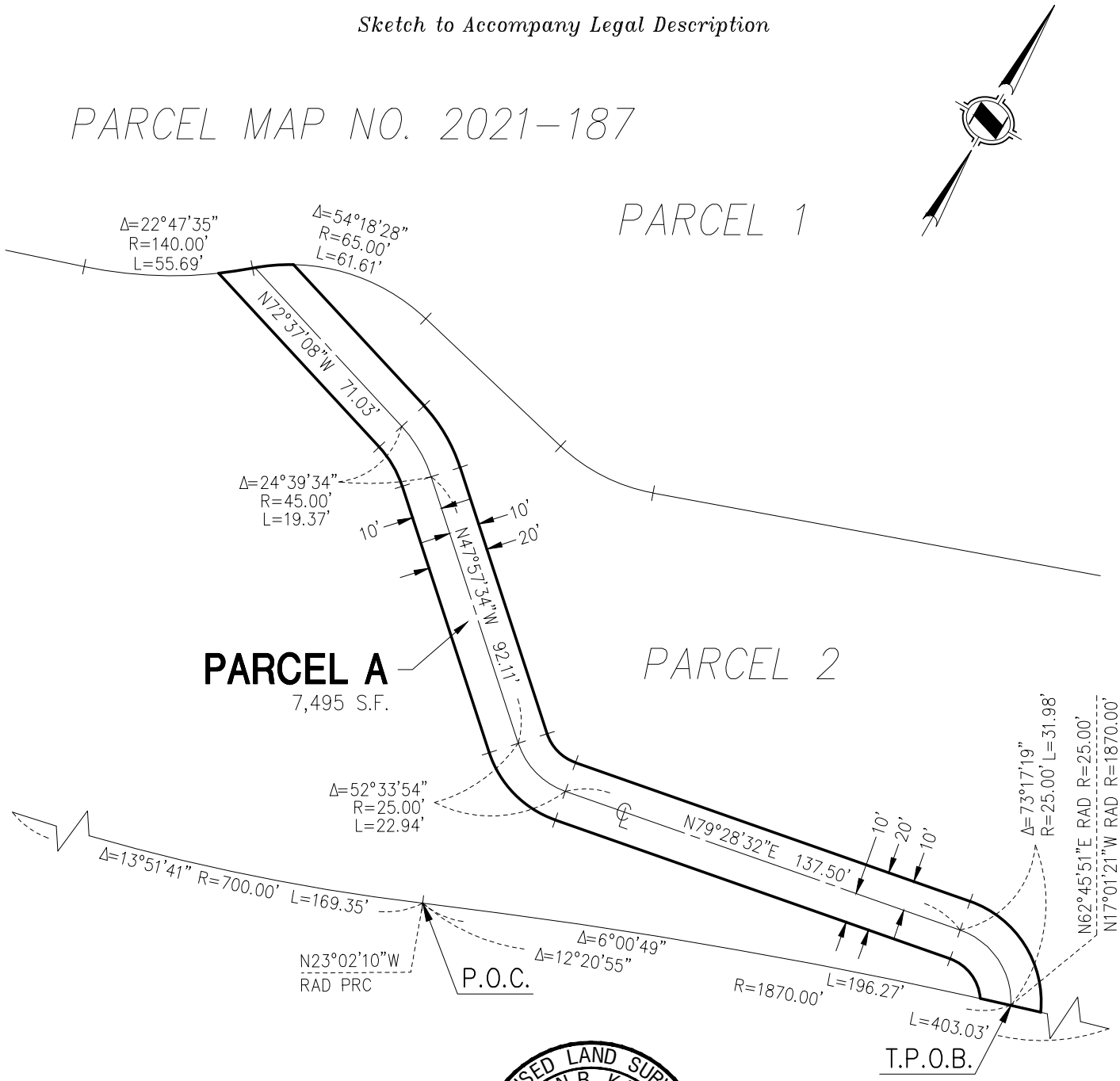
Jason R. Kinnie, L.S. No. 7090
Date: 11-17-2025

November 17, 2025
WO No. 1375-94X

H&A Legal No. 11004
By: T. Vo
Checked By: J. Kinnie

EXHIBIT "B"

Sketch to Accompany Legal Description



PREPARED BY ME OR UNDER MY DIRECTION

11/17/2025

JASON R. KINNIE, PLS 7090 DATED

LICENSED LAND SURVEYOR
JASON R. KINNIE
No. 7090
STATE OF CALIFORNIA

P.M.B. 415/38-47

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
157 Technology Drive ▪ Irvine, CA 92618 ▪ (949) 583-1010

EXHIBIT "B"

IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 11/14/25	REV. DATE - - -	.DWG By: T. VO	CK'd By: J. KINNIE	**SCALE:** 1"= 50'	**W.O. 1375-94X**
FILE: I:\Mabury22\LD\11004 ACCESS\SHT01.dwg				**H&A LEGAL No.** 11004	**SHEET 1 OF 1**

AGREEMENT REGARDING DEDICATION

This AGREEMENT REGARDING DEDICATION ("Agreement") is made and entered into as of _____, 2025, by and between MILAN REI X, LLC, a California limited liability ("Property Owner"), on the one hand, and the CITY OF ORANGE, a municipal corporation ("City"), on the other hand, with reference to the facts set forth in the Recitals below:

R E C I T A L S :

A. Property Owner owns that certain real property located in the City of Orange, County of Orange, State of California, as more particularly described and depicted on Exhibit A attached hereto and made a part hereof ("Property"), which includes Parcel 1 of Parcel Map 2021-187 ("Parcel 1") and Parcel 2 of Parcel Map 2021-187 ("Parcel 2").

B. Parcel 1 will be developed with residential uses, while Parcel 2 is preserved as open space and a portion thereof preserved via a conservation easement as noted below.

C. Property Owner is required to grant a conservation easement ("Conservation Easement") over a portion of Parcel 2 as described on Exhibit B and depicted on Exhibit B-1 attached hereto and incorporated by this reference ("Conservation Area").

D. To facilitate the open space preservation of Parcel 2 and the grant of the Conservation Easement on a portion thereof, Property Owner intends to grant fee title to Parcel 2 to City, subject to acceptance by the City, as approved in City of Orange Resolution No. 11649.

E. Owner has negotiated the form of the Conservation Easement with Rivers & Lands Conservancy ("RLC"), which the City will grant following its acceptance of Parcel 2.

A G R E E M E N T:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Property Owner agree as follows:

1. Agreement. In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, Property Owner agrees to voluntarily grant and convey to City fee simple absolute title in to Parcel 2 pursuant to the Grant Deed attached hereto as Exhibit C ("Grant Deed"). Within ten (10) business days following the mutual execution of this Agreement, Property Owner shall deliver the original executed and notarized Grant Deed to Escrow Agent (defined below). City shall be responsible for reviewing title to Parcel 2 and any matters of record thereon and, to the extent necessary, working with Escrow Agent regarding any issues arising therefrom. Property Owner shall reasonably cooperate with City and Escrow Agent in connection with any title issues that arise as is reasonably necessary to facilitate City's acceptance of the Grant Deed.

2. Conditions Precedent. The following conditions ("Conditions") are for the benefit of Property Owner and City and must be met (or waived in writing by both parties) prior to the

recordation of the Grant Deed (with failure of such conditions being handled in accordance with Section 2(e) below):

(a) D.R. Horton Los Angeles Holding Company, Inc., a California corporation ("Builder"), shall have acquired fee title to Parcel 1 as contemplated by the Purchase Agreement ("Builder Acquisition"). Prior to or concurrently with such acquisition, Property Owner shall have conveyed to Builder (i) a permanent stormwater outlet easement onto Parcel 2 for the benefit of Parcel 1, and (ii) a temporary access easement to pass through Parcel 2 during development activities for the benefit of Parcel 1.

(b) City shall have executed an assumption agreement of the Land Conservation Monitoring and Management Agreement by and between Property Owner and Irvine Ranch Conservancy, a California nonprofit public benefit corporation dated as of August 1, 2023, as amended by that certain Land Conservation Monitoring and Management Agreement Amendment dated as of February 11, 2025 (as amended, "Land Conservation Agreement"), provided Builder shall be obligated to pay the fees for the Services (as defined in the Land Conservation Agreement) pursuant to Paragraph 3 of the Land Conservation Agreement.

(c) Builder shall have assumed or replaced the Fund Agreement for the Mabury Conservation Area Fund by and between Property Owner and the San Diego Foundation dated as of February 19, 2025 ("Fund Agreement"). For the avoidance of doubt, Builder, not the City, shall be obligated to pay any amounts for the endowment fund, as further described in the Fund Agreement.

(d) Builder and RLC shall have entered into an endowment management agreement to fund the long-term management of the Conservation Area ("Endowment Management Agreement"). For the avoidance of doubt, Builder, not the City, shall be obligated to pay (i) the Endowment Amount thereunder, and (ii) the Initial Financial Requirement thereunder, as defined and further described in the Endowment Management Agreement.

(e) If the foregoing conditions fail to occur on or before September 30, 2030 ("Outside Date"), then either party may elect to terminate this Agreement by written notice to the other party, in which event neither party shall have any further rights, obligations or liabilities under this Agreement.

3. City Acceptance. Upon satisfaction of the Conditions, and upon Builder's deposit into an escrow account ("Escrow Account") of the full amount of all required conservation, stewardship, monitoring, enforcement, and endowment funding pursuant to the Conservation Easement and the Endowment Management Agreement and segregated for that sole purpose (the "Escrowed Endowment Funds"), the City shall execute the Certificate of Acceptance attached to the Grant Deed ("Certificate of Acceptance"), and Escrow Agent shall submit the Grant Deed to be recorded in the Official Records of Orange County, California ("Official Records") within five (5) days of its receipt of the signed Certificate of Acceptance from City. The Escrow Account shall be deemed fully prepaid upon Builder's deposit for purposes of the City's acceptance as evidenced by its execution of the Certificate of Acceptance, with release conditioned only upon completion of agency-required work and receipt of applicable agency sign-off, as set forth in separate escrow instructions. The City shall have no obligation to manage, disburse, enforce, or

otherwise administer the Escrowed Endowment Funds. Recordation fees and escrow fees shall be paid by Property Owner. City hereby approves of the form of Conservation Easement attached hereto as Exhibit D and agrees to be bound by the terms of such Conservation Easement, subject to (i) third-party revisions and (ii) Property Owner's reimbursement of City's out-of-pocket expenses incurred in connection with the review and approval of such third-party revisions. City hereby acknowledges and agrees to perform and be bound by the obligations of (i) the Long-Term Management Plan for the Mabury Tentative Tract Map No. 18163 dated as of September 2024 (the "Management Plan"), (ii) the Land Conservation Agreement, (iii) the Fund Agreement, and (iv) the Endowment Management Agreement.

4. Escrow Agent. The escrow agent shall be First American Title Company, 18500 Von Karman Avenue, Suite 600, Irvine, California 92612, Attention: Wendy Mendoza, Email: wmendoza@firstam.com ("Escrow Agent"). City and Property Owner shall execute any additional instructions as may be reasonably necessary by Escrow Agent to implement the terms of this Agreement.

5. Post-Closing Obligations. City hereby covenants and agrees to cause the following to be recorded in the Official Records following the Closing, to the extent the same have not yet been recorded:

(a) The Conservation Easement.

(b) A permanent access easement through Parcel 2 for the benefit of RLC and IRC.

6. Miscellaneous.

(a) Counterparts. This Agreement may be executed in multiple counterparts, including the transmission and execution of counterparts by electronic means without the need to exchange original signatures, each of which shall constitute an original, but all of which shall collectively constitute one Agreement.

(b) Authority. Each person signing this Agreement warrants and represents that he or she has the requisite authority and ability to enter into this Agreement and to bind the party on behalf of which such person is signing.

(c) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Orange, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings.

(d) Further Assurances. City and Property Owner shall perform any other reasonable acts and execute and deliver any and all other reasonable documents as may be reasonably necessary to carry out the purpose and intent of this Agreement.

[Signatures continue on the following page(s)]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first set forth above.

SELLER:

MILAN REI X, LLC,
a California limited liability company

By: Tivoli Capital Inc.,
a California corporation
Its: Managing Member

By:_____
Claus Dieckell
Its: President

CITY:

CITY OF ORANGE,
a municipal corporation

By:_____
Daniel R. Slater, Mayor

ATTEST:

By:_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

By:_____
Nathalie Adourian, City Attorney √

[Signatures continue on the following page]

AGREEMENT OF ESCROW AGENT:

The undersigned hereby executes this Agreement to confirm its agreement to act as Escrow Agent in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned Escrow Agent has executed this Agreement as of _____, 20__.

FIRST AMERICAN TITLE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

PARCEL 1 AND 2 OF PARCEL MAP NO. 2021-187, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 415, PAGES 38 THROUGH 47 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

PARCEL 2 IS DEPICTED IN GREEN BELOW:

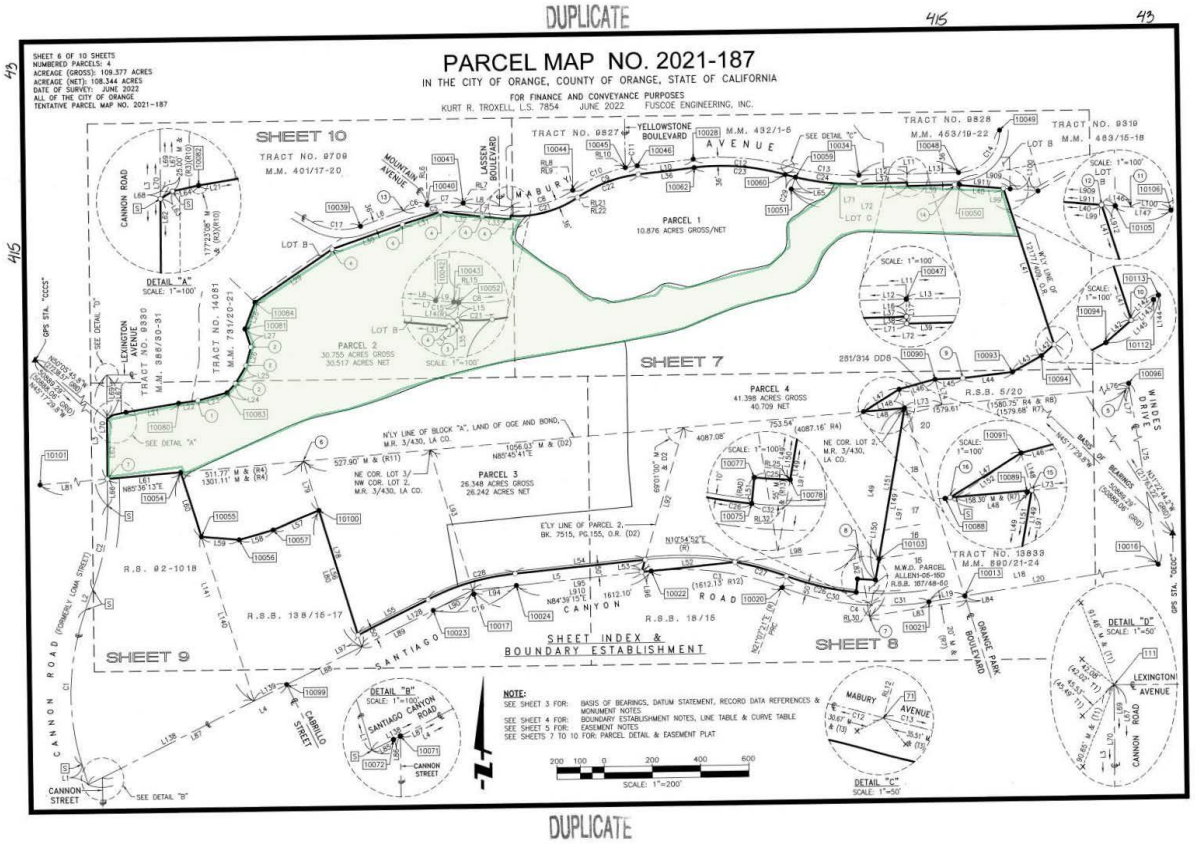


EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF THE CONSERVATION AREA

[see attached]

EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT AREA

Parcel 1

In the City of Orange, County of Orange, State of California, being that portion of Parcel 2 of Parcel Map No. 2021-187 filed in Book 415, Pages 38 through 47, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the westerly terminus of that certain course in the centerline of Mabury Avenue shown as "L10" being North 83°52'47" East 234.76 feet on said Parcel Map; thence South 26°32'41" West 574.14 feet to the **True Point of Beginning**; thence North 73°18'03" West 46.92 feet to a non-tangent curve concave northeasterly having a radius of 60.69 feet, a radial line to the beginning of said curve bears South 2°34'16" West; thence northwesterly 75.09 feet along said curve through a central angle of 70°53'16"; thence non-tangent from said curve North 1°01'13" West 22.12 feet; thence North 62°39'31" West 37.88 feet; thence South 56°32'12" West 68.84 feet to a curve concave northerly having a radius of 25.00 feet; thence westerly 39.27 feet along said curve through a central angle of 90°00'02"; thence North 33°27'46" West 12.58 feet; thence South 55°07'32" West 19.76 feet; thence South 24°50'27" West 29.98 feet to a non-tangent curve concave easterly having a radius of 189.12 feet, a radial line to the beginning of said curve bears North 84°23'30" West; thence southerly 81.32 feet along said curve through a central angle of 24°38'13"; thence non-tangent from said curve South 47°46'17" East 13.59 feet; thence North 61°11'30" East 12.40 feet; thence South 77°07'38" East 32.27 feet; thence South 49°23'52" East 8.29 feet; thence South 26°33'54" East 5.16 feet; thence South 77°27'00" East 3.54 feet; thence North 67°08'15" East 4.15 feet; thence North 44°09'35" East 2.34 feet to a non-tangent curve concave easterly having a radius of 23.90 feet, a radial line to the beginning of said curve bears North 47°11'56" West; thence southerly 22.92 feet along said curve through a central angle of 54°57'23" to a non-tangent curve concave northeasterly having a radius of 79.39 feet, a radial line to the beginning of said curve bears South 61°26'27" West; thence southeasterly 58.02 feet along said curve through a central angle of 41°52'33"; thence non-tangent from said curve North 86°16'07" East 41.43 feet; thence North 56°21'46" East 23.90 feet; thence South 52°00'57" East 21.51 feet; thence South 80°04'26" East 36.50 feet; thence South 69°40'36" East 25.88 feet; thence South 78°33'33" East 41.43 feet to a non-tangent curve concave southeasterly having a radius of 74.99 feet, a radial line to

Revised September 26, 2024
September 5, 2024
WO No. 2950-7
Page 1 of 4
H&A Legal No. 10764
By: J. Kinnie
Checked By: R. Wheeler

the beginning of said curve bears North 80°20'31" West; thence northeasterly 110.85 feet along said curve through a central angle of 84°41'31"; thence non-tangent from said curve North 18°51'49" East 2.69 feet; thence North 55°10'32" West 23.79 feet; thence North 52°07'29" West 40.99 feet; thence South 88°27'06" West 33.27 feet; thence North 51°20'23" West 28.78 feet; thence North 18°26'06" West 19.90 feet to the **True Point of Beginning**.

Containing an area of 1.048 acres, more or less.

Parcel 2

In the City of Orange, County of Orange, State of California, being that portion of Parcel 2 of Parcel Map No. 2021-187 filed in Book 415, Pages 38 through 47, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the westerly terminus of that certain course in the centerline of Mabury Avenue shown as "L10" being North 83°52'47" East 234.76 feet on said Parcel Map; thence South 07°50'25" East 570.17 feet to the **True Point of Beginning**; thence North 82°52'29" East 21.74 feet; thence South 77°44'06" East 21.16 feet; thence North 66°15'02" East 27.03 feet to a non-tangent curve concave easterly having a radius of 25.60 feet, a radial line to the beginning of said curve bears South 66°16'00" West; thence northerly 23.56 feet along said curve through a central angle of 52°43'27"; thence non-tangent from said curve North 52°45'38" East 11.89 feet; thence North 62°11'11" East 11.89 feet to a non-tangent curve concave southerly having a radius of 22.54 feet, a radial line to the beginning of said curve bears North 22°04'57" West; thence easterly 11.68 feet along said curve through a central angle of 29°41'35"; thence non-tangent from said curve South 58°49'35" East 24.94 feet; thence South 71°57'24" East 13.55 feet; thence North 41°11'11" East 34.48 feet; thence East 23.37 feet; thence North 46°50'52" East 19.71 feet; thence North 73°08'29" East 30.99 feet; thence East 18.87 feet; thence North 74°28'33" East 16.79 feet; thence North 52°13'09" East 22.41 feet; thence South 45°58'30" East 7.23 feet; thence South 44°03'25" West 50.50 feet to a curve concave easterly having a radius of 3.00 feet; thence southerly 4.71 feet along said curve through a central angle of 90°00'00"; thence South 45°56'35" East 62.47 feet; thence South 50°00'21" West 10.23 feet; thence North 64°58'32" West 5.60

feet to a non-tangent curve concave southerly having a radius of 45.22 feet, a radial line to the beginning of said curve bears North 3°32'03" East; thence westerly 17.40 feet along said curve through a central angle of 22°02'48"; thence non-tangent from said curve South 54°29'58" West 11.44 feet; thence South 75°59'53" West 35.97 feet; thence South 89°50'12" West 24.86 feet; thence South 5°40'33" East 14.69 feet; thence South 35°23'47" East 13.36 feet to a non-tangent curve concave westerly having a radius of 17.18 feet, a radial line to the beginning of said curve bears North 74°03'28" East; thence southerly 19.49 feet along said curve through a central angle of 64°59'59"; thence non-tangent from said curve South 82°08'34" West 31.60 feet; thence North 82°46'11" West 24.62 feet to a non-tangent curve concave northerly having a radius of 67.44 feet, a radial line to the beginning of said curve bears South 4°54'20" West; thence westerly 34.49 feet along said curve through a central angle of 29°18'12"; thence non-tangent from said curve South 80°32'15" West 25.68 feet; thence South 55°59'27" West 77.35 feet; thence South 50°45'08" West 46.26 feet; thence North 11°43'48" West 54.27 feet to a curve concave southwesterly having a radius of 75.00 feet; thence northwesterly 71.36 feet along said curve through a central angle of 54°31'03"; thence non-tangent from said curve North 83°39'58" East 29.84 feet; thence North 67°50'03" East 24.42 feet; thence North 72°03'13" East 19.69 feet to the **True Point of Beginning**.

Containing an area of 0.673 acres, more or less.

Parcel 3

In the City of Orange, County of Orange, State of California, being that portion of Parcel 2 of Parcel Map No. 2021-187 filed in Book 415, Pages 38 through 47, inclusive, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the westerly terminus of that certain course in the centerline of Mabury Avenue shown as "L10" being North 83°52'47" East 234.76 feet on said Parcel Map; thence South 61°01'42" East 771.80 feet to the **True Point of Beginning**; thence South 63°42'22" East 24.02 feet; thence South 18°20'44" East 20.91 feet; thence South 40°08'37" East 24.56 feet; thence South 39°13'01" West 14.93 feet; thence South 23°37'48" West 24.26 feet; thence South 36°01'36" West 18.89 feet; thence South

EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT AREA

7°35'45" West 10.51 feet; thence South 38°02'50" West 20.28 feet; thence West 10.42 feet; thence South 57°14'20" West 17.21 feet; thence South 83°03'47" West 19.95 feet; thence North 46°46'37" West 12.05 feet; thence North 85°54'50" West 9.69 feet; thence South 51°34'49" West 8.93 feet; thence South 89°59'22" West 14.20 feet to a non-tangent curve concave southerly having a radius of 23.26 feet, a radial line to the beginning of said curve bears North 37°08'14" East; thence westerly 36.11 feet along said curve through a central angle of 88°57'10"; thence non-tangent from said curve North 87°27'20" West 31.28 feet; thence South 49°10'56" West 35.26 feet; thence North 45°56'35" West 126.00 feet to a non-tangent curve concave southerly having a radius of 396.90 feet, a radial line to the beginning of said curve bears North 11°50'50" West; thence easterly 37.57 feet along said curve through a central angle of 5°25'26" to a reverse curve concave northerly having a radius of 503.00 feet; thence easterly 21.48 feet along said curve through a central angle of 2°26'47"; thence non-tangent from said curve South 52°30'02" East 22.21 feet; thence South 86°25'28" East 14.41 feet; thence North 59°28'14" East 36.94 feet; thence North 74°55'54" East 35.00 feet; thence South 63°26'11" East 6.03 feet; thence North 49°45'52" East 15.31 feet; thence North 4°05'11" West 12.62 feet; thence North 5°11'40" East 10.61 feet; thence North 50°12'47" East 8.30 feet to a curve concave northwesterly having a radius of 88.00 feet; thence northeasterly 10.91 feet along said curve through a central angle of 7°06'20"; thence non-tangent from said curve North 64°39'13" East 14.83 feet; thence South 9°22'25" West 12.13 feet; thence North 76°06'38" East 12.93 feet; thence North 81°11'20" East 54.60 feet to the **True Point of Beginning**.

Containing an area of 0.581 acres, more or less.

All as shown on Exhibit "B" and by this reference made a part hereof.

Jason R. Kinnie, L.S. No. 7090
Date: 09-26-2024

LICENSED LAND SURVEYOR
JASON R. KINNIE
No. 7090
STATE OF CALIFORNIA

Revised September 26, 2024
September 5, 2024
WO No. 2950-7
Page 4 of 4
H&A Legal No. 10764
By: J. Kinnie
Checked By: R. Wheeler

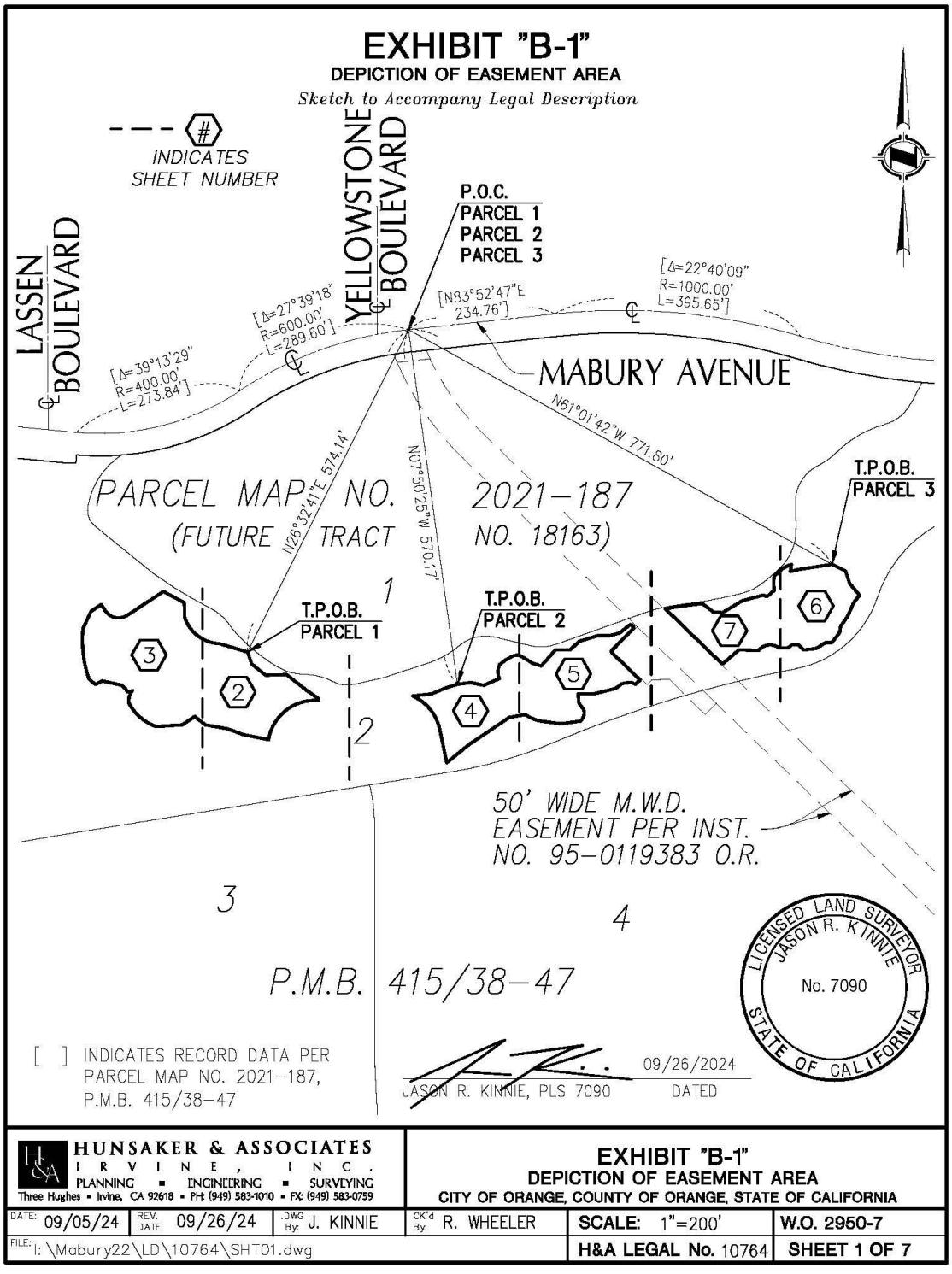


EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
Sketch to Accompany Legal Description
INDICATES SHEET NUMBER
LASSEN BOULEVARD
YELLOWSTONE BOULEVARD
P.O.C.
PARCEL 1
PARCEL 2
PARCEL 3
[Δ=22°40'09" R=1000.00' L=395.65']
[N83°52'47"E 234.76']
[Δ=27°39'18" R=600.00' L=289.60']
[Δ=39°13'29" R=400.00' L=273.84']
MABURY AVENUE
N61°01'42"W 771.80'
N26°32'41"E 574.14'
N07°50'25"W 570.17'
PARCEL MAP NO. 2021-187
(FUTURE TRACT NO. 18163)
T.P.O.B. PARCEL 1
T.P.O.B. PARCEL 2
T.P.O.B. PARCEL 3
1
2
3
4
5
6
7
50' WIDE M.W.D. EASEMENT PER INST. NO. 95-0119383 O.R.
P.M.B. 415/38-47
[ ] INDICATES RECORD DATA PER PARCEL MAP NO. 2021-187, P.M.B. 415/38-47
LICENSED LAND SURVEYOR
JASON R. KINNIE
No. 7090
STATE OF CALIFORNIA
09/26/2024
JASON R. KINNIE, PLS 7090
DATED
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759
EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA
DATE: 09/05/24
REV. DATE: 09/26/24
.DWG By: J. KINNIE
CK'd By: R. WHEELER
SCALE: 1"=200'
W.O. 2950-7
FILE: I: \Mabury22\LD\10764\SHT01.dwg
H&A LEGAL No. 10764
SHEET 1 OF 7

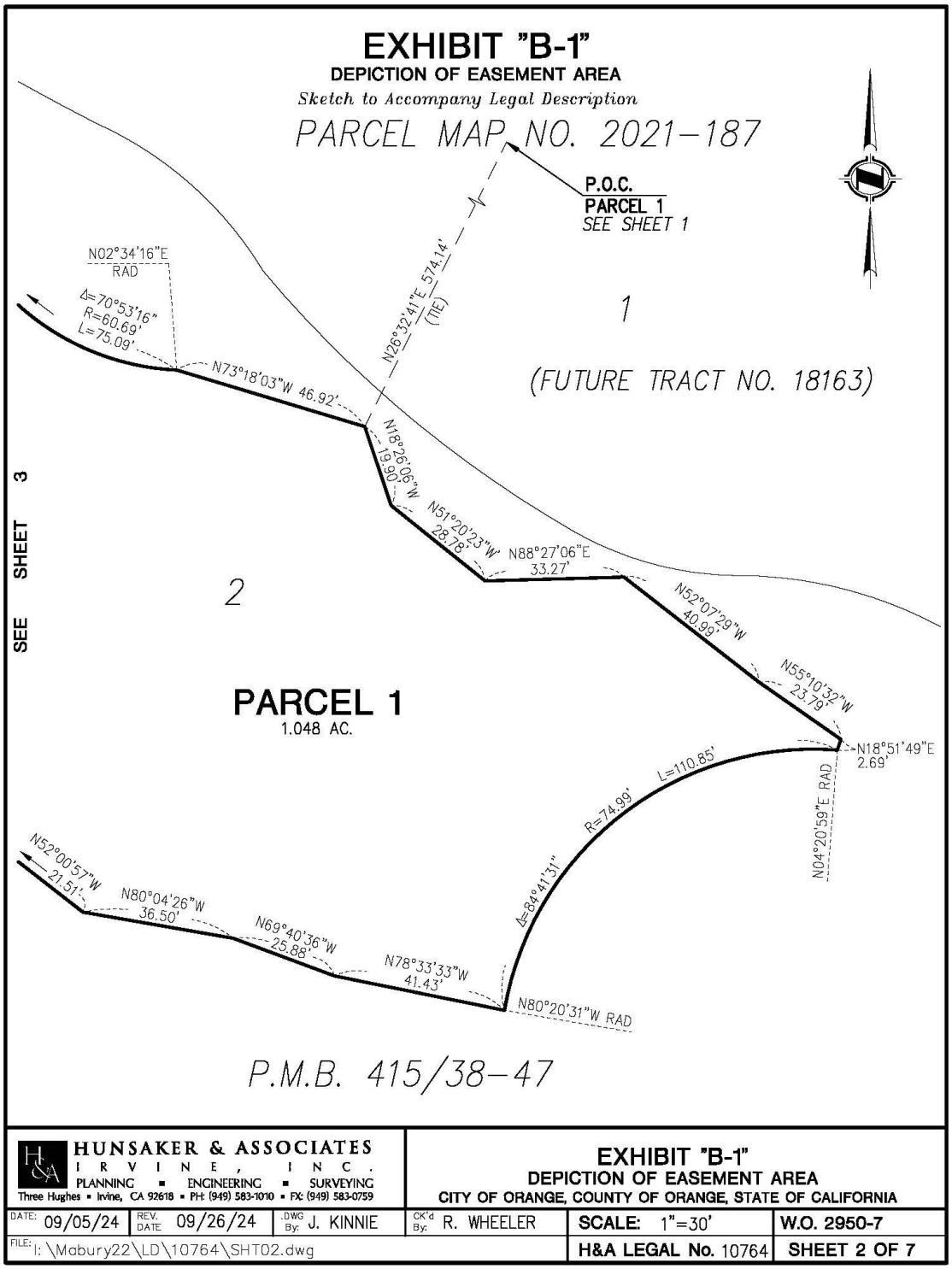
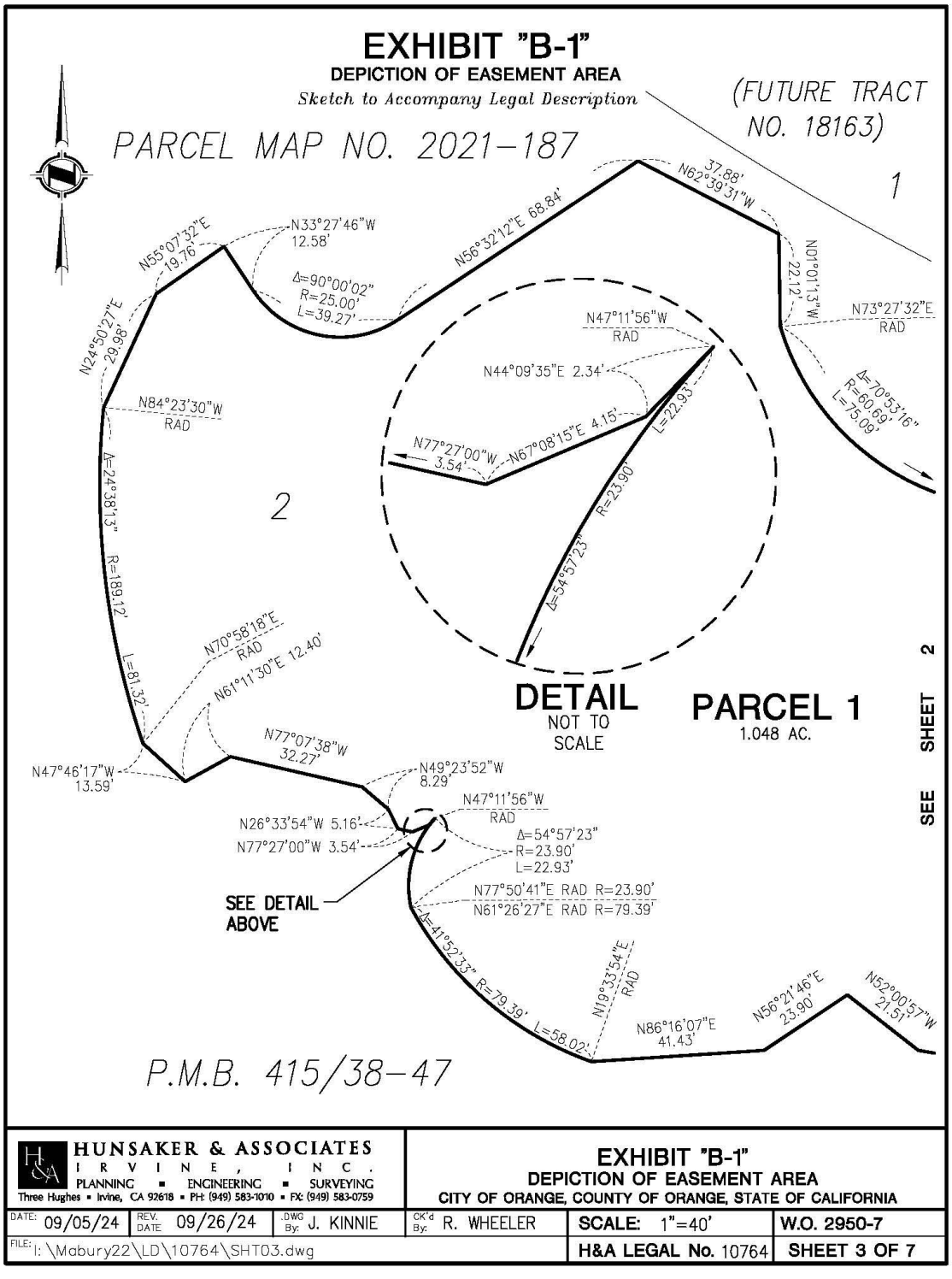


EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
Sketch to Accompany Legal Description
PARCEL MAP NO. 2021-187
P.O.C.
PARCEL 1
SEE SHEET 1
N26°32'41"E 574.14'
(TIE)
1
(FUTURE TRACT NO. 18163)
N02°34'16"E
RAD
Δ=70°53'16"
R=60.69'
L=75.09'
N73°18'03"W 46.92'
N18°26'06"W
19.90'
N51°20'23"W
28.78'
N88°27'06"E
33.27'
N52°07'29"W
40.99'
N55°10'32"W
23.79'
N18°51'49"E
2.69'
N04°20'59"E RAD
R=74.99'
L=110.85'
Δ=84°41'31"
N80°20'31"W RAD
N78°33'33"W
41.43'
N69°40'36"W
25.88'
N80°04'26"W
36.50'
N52°00'57"W
21.51'
SEE SHEET 3
2
PARCEL 1
1.048 AC.
P.M.B. 415/38-47
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759
EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA
DATE: 09/05/24
REV. DATE 09/26/24
DWG By: J. KINNIE
CK'd By: R. WHEELER
SCALE: 1"=30'
W.O. 2950-7
FILE: I:\Mabury22\LD\10764\SHT02.dwg
H&A LEGAL No. 10764
SHEET 2 OF 7



HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ▪ ENGINEERING ▪ SURVEYING Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759			EXHIBIT "B-1" DEPICTION OF EASEMENT AREA CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA		
DATE: 09/05/24	REV. DATE 09/26/24	.DWG By: J. KINNIE	CK'd By: R. WHEELER	SCALE: 1"=40'	W.O. 2950-7
FILE: I: \Mabury22\LD\10764\SHT03.dwg				H&A LEGAL No. 10764	SHEET 3 OF 7

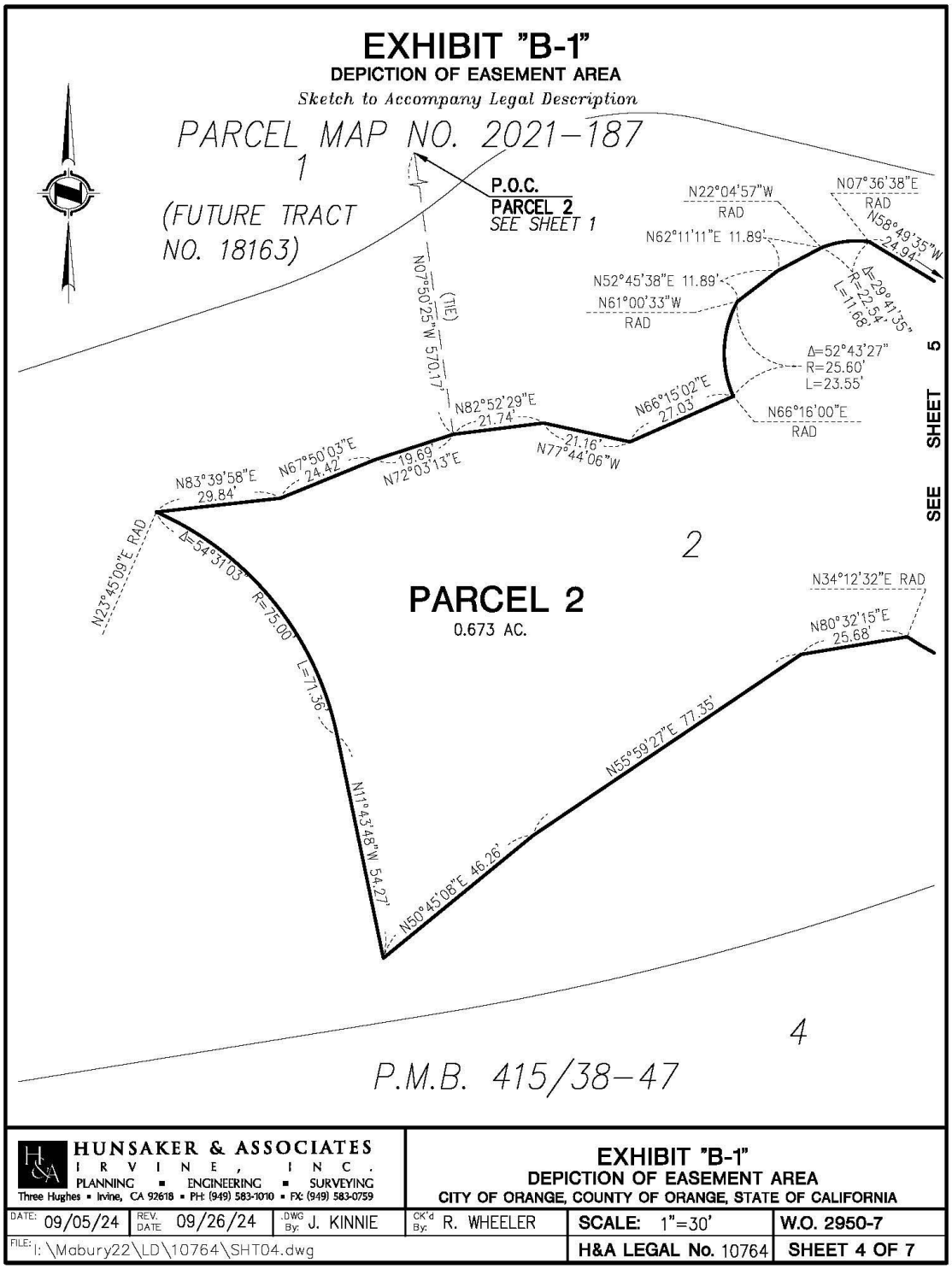
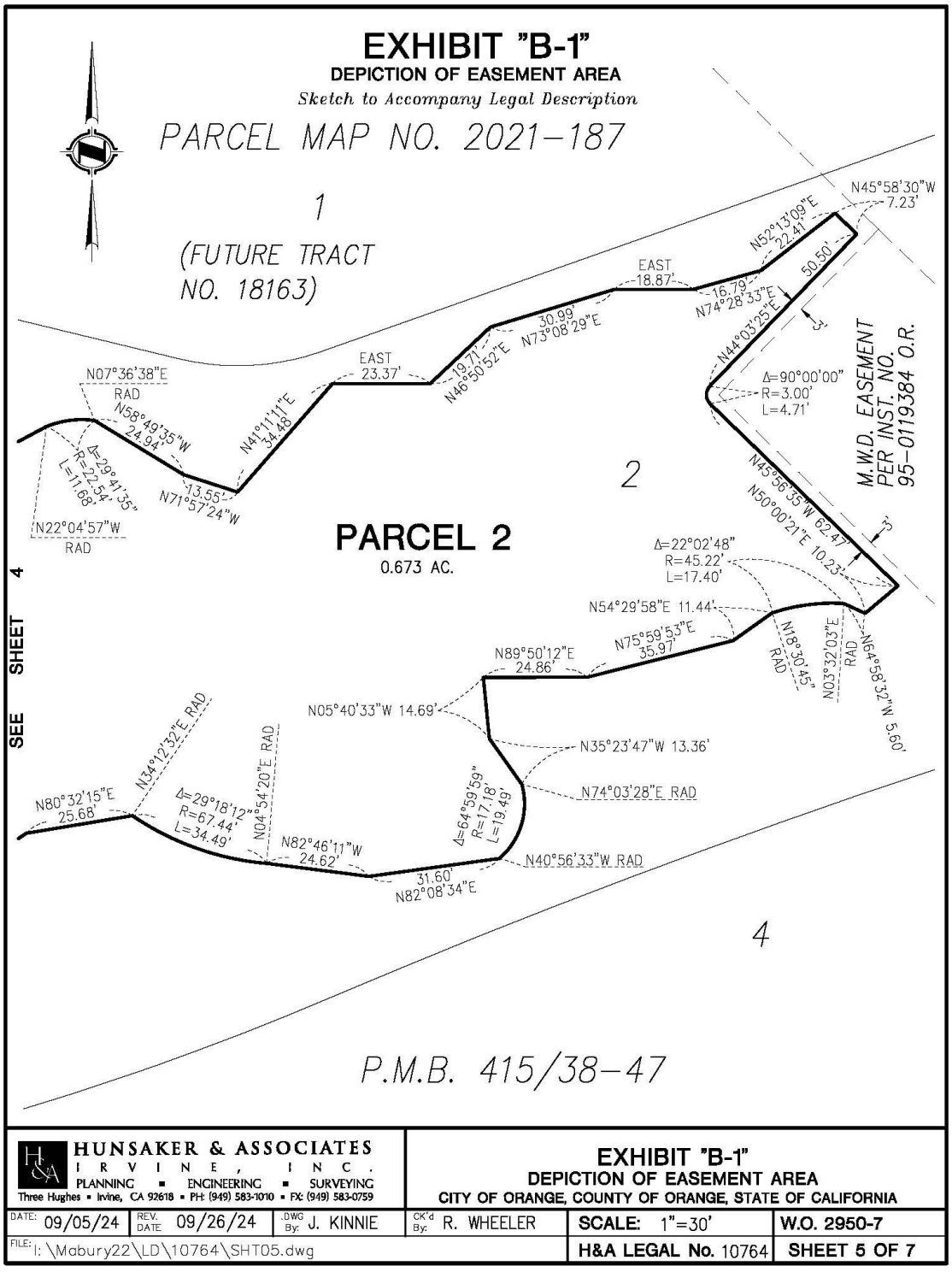


EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
Sketch to Accompany Legal Description
PARCEL MAP NO. 2021-187
1
(FUTURE TRACT NO. 18163)
P.O.C.
PARCEL 2
SEE SHEET 1
N07°50'25"W 570.17' (TIE)
N22°04'57"W
RAD
N07°36'38"E
RAD
N58°49'35"W 24.94'
N62°11'11"E 11.89'
N52°45'38"E 11.89'
N61°00'33"W
RAD
Δ=29°41'35"
R=22.54'
L=11.68'
Δ=52°43'27"
R=25.60'
L=23.55'
N66°15'02"E 27.03'
N66°16'00"E
RAD
N82°52'29"E 21.74'
21.16'
N77°44'06"W
19.69'
N72°03'13"E
N67°50'03"E 24.42'
N83°39'58"E 29.84'
N23°45'09"E RAD
Δ=54°31'03"
R=75.00'
L=71.36'
N11°43'48"W 54.27'
N50°45'08"E 46.26'
N55°59'27"E 77.35'
N80°32'15"E 25.68'
N34°12'32"E RAD
2
PARCEL 2
0.673 AC.
SEE SHEET 5
4
P.M.B. 415/38-47
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759
EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA
DATE: 09/05/24
REV. DATE 09/26/24
DWG By: J. KINNIE
CK'd By: R. WHEELER
SCALE: 1"=30'
W.O. 2950-7
FILE: I:\Mabury22\LD\10764\SHT04.dwg
H&A LEGAL No. 10764
SHEET 4 OF 7



HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759

EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 09/05/24	REV. DATE 09/26/24	DWG By: J. KINNIE	CK'd By: R. WHEELER	SCALE: 1"=30'	W.O. 2950-7
FILE: I:\Mabury22\LD\10764\SHT05.dwg				H&A LEGAL No. 10764	SHEET 5 OF 7

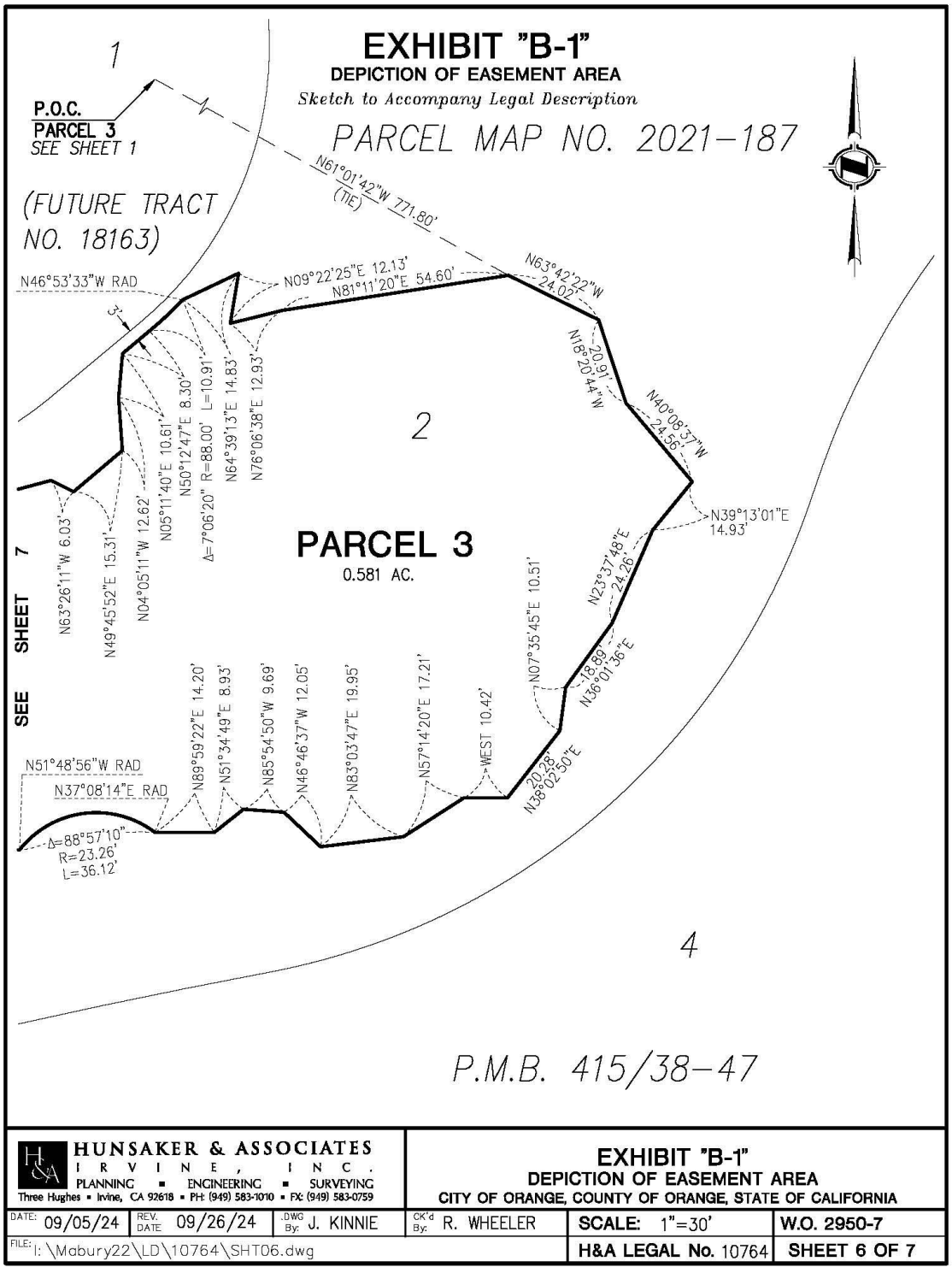


EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
Sketch to Accompany Legal Description
PARCEL MAP NO. 2021-187
1
P.O.C.
PARCEL 3
SEE SHEET 1
(FUTURE TRACT NO. 18163)
N61°01'42"W 771.80'
(TIE)
N46°53'33"W RAD
N09°22'25"E 12.13'
N81°11'20"E 54.60'
N63°42'22"W 24.02'
N18°20'44"W 20.91'
N40°08'37"W 24.56'
N39°13'01"E 14.93'
N23°37'48"E 24.26'
N07°35'45"E 10.51'
N36°01'36"E 18.89'
N36°02'50"E 20.28'
WEST 10.42'
N57°14'20"E 17.21'
N83°03'47"E 19.95'
N46°46'37"W 12.05'
N85°54'50"W 9.69'
N51°34'49"E 8.93'
N89°59'22"E 14.20'
N37°08'14"E RAD
N51°48'56"W RAD
Δ=88°57'10"
R=23.26'
L=36.12'
N63°26'11"W 6.03'
N49°45'52"E 15.31'
N04°05'11"W 12.62'
N05°11'40"E 10.61'
N50°12'47"E 8.30'
Δ=7°06'20" R=88.00' L=10.91'
N64°39'13"E 14.83'
N76°06'38"E 12.93'
3'
2
PARCEL 3
0.581 AC.
4
SEE SHEET 7
P.M.B. 415/38-47
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759
EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA
DATE: 09/05/24
REV. DATE 09/26/24
.DWG By: J. KINNIE
CK'd By: R. WHEELER
SCALE: 1"=30'
W.O. 2950-7
FILE: I:\Mabury22\LD\10764\SHT06.dwg
H&A LEGAL No. 10764
SHEET 6 OF 7

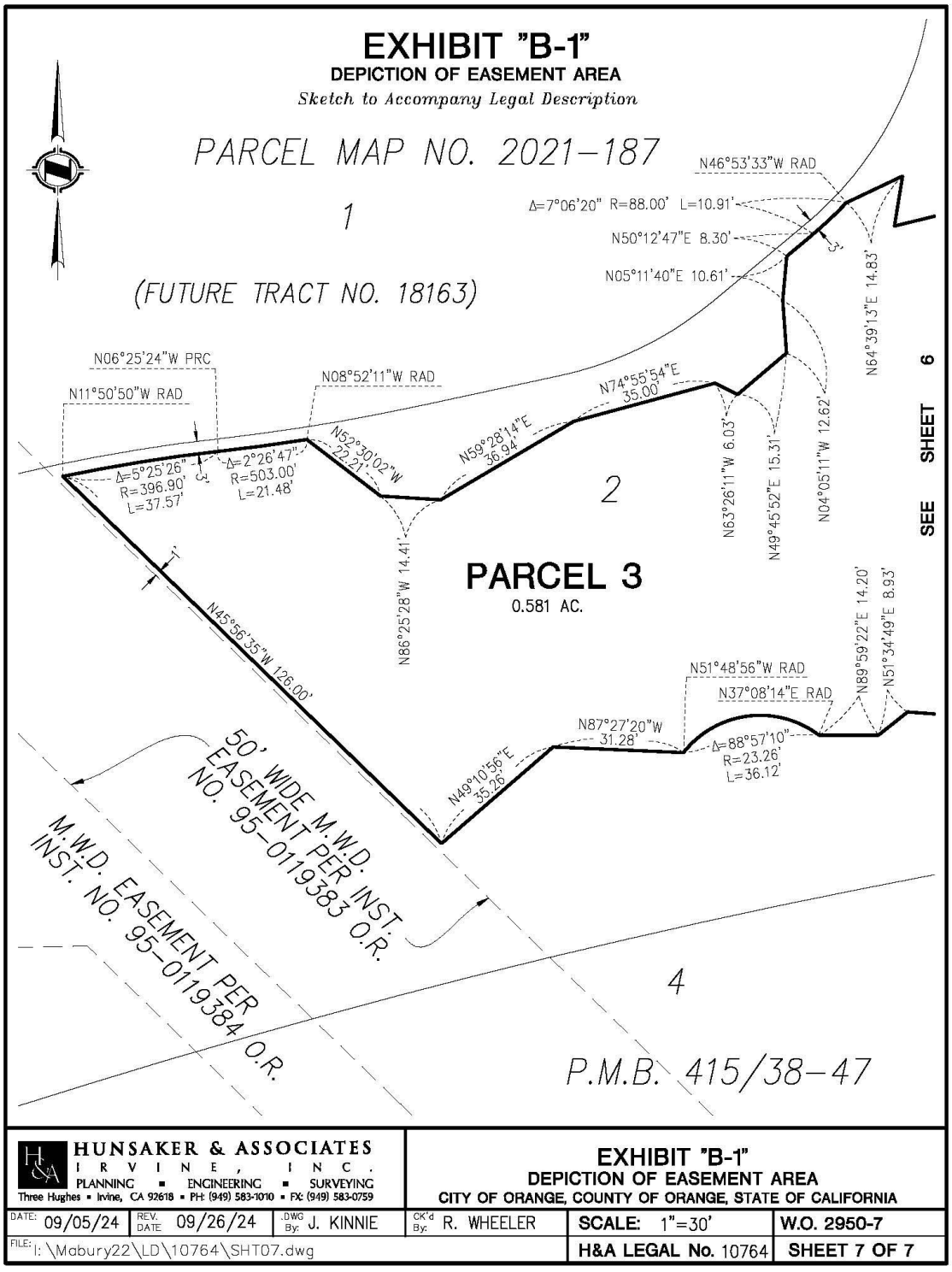


EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
Sketch to Accompany Legal Description
PARCEL MAP NO. 2021-187
1
(FUTURE TRACT NO. 18163)
N46°53'33"W RAD
Δ=7°06'20" R=88.00' L=10.91'
N50°12'47"E 8.30'
N05°11'40"E 10.61'
N64°39'13"E 14.83'
N06°25'24"W PRC
N11°50'50"W RAD
N08°52'11"W RAD
N74°55'54"E 35.00'
Δ=5°25'26" R=396.90' L=37.57'
Δ=2°26'47" R=503.00' L=21.48'
N52°30'02"W 22.21'
N59°28'14"E 36.94'
N63°26'11"W 6.03'
N49°45'52"E 15.31'
N04°05'11"W 12.62'
2
SEE SHEET 6
PARCEL 3
0.581 AC.
N86°25'28"W 14.41'
N45°56'35"W 126.00'
N51°48'56"W RAD
N37°08'14"E RAD
N89°59'22"E 14.20'
N51°34'49"E 8.93'
N87°27'20"W 31.28'
Δ=88°57'10" R=23.26' L=36.12'
N49°10'56"E 35.26'
50' WIDE M.W.D. EASEMENT PER INST. NO. 95-0119383 O.R.
M.W.D. EASEMENT PER INST. NO. 95-0119384 O.R.
4
P.M.B. 415/38-47
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759
EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA
DATE: 09/05/24
REV. DATE 09/26/24
DWG By: J. KINNIE
CK'd By: R. WHEELER
SCALE: 1"=30'
W.O. 2950-7
FILE: I:\Mabury22\LD\10764\SHT07.dwg
H&A LEGAL No. 10764
SHEET 7 OF 7

EXHIBIT C

GRANT DEED/
CERTIFICATE OF ACCEPTANCE

[See Attached]

Recording Requested by:

City Clerk of the City of Orange

WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF ORANGE
300 E. CHAPMAN AVENUE
ORANGE, CA 92866

EXEMPT-GOVERNMENT AGENCY
(Government Code §§6103 & 27383)

By: _____
City Clerk, City of Orange

(Space Above Line For Recorder's Use Only)

GRANT DEED

DOCUMENTARY TRANSFER TAX:
Exempt pursuant to Revenue and Taxation Code Section 11922

City Deed # _____
APN # _____
File # _____

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, MILAN REI X, LLC, a California limited liability ("Grantor") HEREBY GRANTS to the CITY OF ORANGE, a municipal corporation ("Grantee") all that real property situated in the County of Orange, State of California, described as follows (the "Property"):

SEE EXHIBIT A ATTACHED HERETO.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

MILAN REI X, LLC,
a California limited liability company

By: Tivoli Capital Inc.,
a California corporation
Its: Managing Member

By:_____
Claus Dieckell
Its: President

[Signature(s) continue on the following page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed under the foregoing Grant Deed from MILAN REI X, LLC, a California limited liability to the CITY OF ORANGE, a municipal corporation, is hereby accepted by the _____ on behalf of the City of Orange ("Grantee") pursuant to authority conferred by Resolution No. _____ of the City Council of the City of Orange adopted on _____ and the Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF ORANGE,
a municipal corporation and charter city

By:_____
Name:_____
Its:_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 2021-187, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 415, PAGES 38 THROUGH 47 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

EXHIBIT D

FORM OF CONSERVATION EASEMENT

[to be attached]

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
Rivers & Lands Conservancy)
c/o J. Matthew Wilcox, Esq.)
Fennemore, LLP)
550 East Hospitality Lane, Suite 350)
San Bernardino, CA 92408)
)
)
WITH COPY TO:)
)
State of California)
Department of Fish and Wildlife)
Habitat Conservation Planning Branch)
Post Office Box 944209)
Sacramento, CA 94244-2090)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED
(Including Third-Party Beneficiary)

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of _____, 2025 by the CITY OF ORANGE ("Grantor"), in favor of RIVERS & LANDS CONSERVANCY, a California nonprofit corporation ("Grantee"), with reference to the following facts:

R E C I T A L S

A. Grantor is the sole owner in fee simple of certain real property containing approximately 30.755 acres of land, located in the County of Orange, State of California, designated as portions of Assessor's Parcel Numbers 370-141-19, 370-041-12, 370-011-08, 370-011-18, 093-280-30, 370-213-01 and 370-011-21 ("Property"). The Property is legally described and depicted in Exhibit A attached to this Conservation Easement and incorporated in it by this reference. Grantor intends to grant a conservation easement over an approximately 2.3 acre portion of the Property ("Easement Area"). The Easement Area is legally described and depicted in Exhibit B attached to this Conservation Easement and incorporated in it by this reference.

B. The Easement Area is in an unimproved natural condition and possesses wildlife and habitat values of great importance to Grantee, the California Department of Fish and Wildlife ("CDFW"), and the people of the State of California. The Easement Area conserves existing and restored riparian habitat which provides important functions benefitting a variety of wildlife species, including the state and federally endangered least Bell's vireo (*Vireo bellii pusillus*). Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Easement Area.

C. Grantee is authorized to hold conservation easements pursuant to Civil Code section 815.3. Specifically, Grantee is a tax-exempt nonprofit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California which has as its primary purpose the preservation, protection or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

D. The Easement Area provides, among other things, compensatory mitigation for unavoidable impacts associated with the Mabury Tentative Tract Map No. 18163 project ("Project") pursuant to requirements of the following State and Federal approvals (collectively, "Agency Approvals"): (1) Biological Opinion (FWS-OR-22-0029849-S7-F), issued by the United States Fish and Wildlife Service (**"**USFWS"), in consultation with the United States Army Corps of Engineers, (2) California Endangered Species Act (CESA) Consistency Determination (No. 2080-2022-018-05), which was issued by CDFW, and (3) the Long-Term Management Plan (**"**LTMP") prepared by ESA dated September, 2024 (**"**LTMP"). USFWS and Department are sometimes referred to herein as an "Agency" and collectively the Agencies".

E. USFWS is an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act (ESA), 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

F. CDFW has jurisdiction, pursuant to Fish and Game Code section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code section 815.3, Fish and Game Code section 1348, and other provisions of California law.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code section 815, *et seq*., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area.

1. Purposes. The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its natural, restored, or enhanced condition ("Natural Condition") and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Grantor intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats. The term "Natural Condition" shall mean the condition of the Easement Area, as it exists at the time this Conservation Easement is executed, as well as future enhancements or changes to the Easement Area that occur directly as a result of: (i) activities described herein; and (ii) changes occurring over time not caused by a violation of this Conservation Easement. If a controversy arises with respect to the present Natural Condition of the Easement Area, Grantor,

Grantee, or the Agencies shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

2. Grantee's Rights and Duties.

(a) To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and to CDFW as a third-party beneficiary of this Conservation Easement:

(i) To preserve and protect the Conservation Values of the Easement Area;

(ii) To enter the Property at reasonable times in order to access the Easement Area to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees and CDFW or its designees, provided that neither Grantee nor CDFW shall unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

(iii) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(iv) Subject to the Mineral Rights Reservation (as defined in Section 22 (m), to require that all mineral, air and water rights as Grantee or CDFW deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and

(v) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Area, the Property, nor any other property adjacent or otherwise.

(b) In carrying out its duties under this Conservation Easement, Grantee, its successors and assigns shall:

(i) Prior to the execution of this Conservation Easement, Grantee has prepared baseline survey and report documenting the existing condition of the Easement Area ("Baseline Report"). Such Baseline Report documents the Conservation Values, public benefits, and conditions that relate to this Conservation Easement's restrictions and reserved rights, including written descriptions along with related maps and photographs. Prior to the execution of this Conservation Easement, the Baseline Report shall be signed and dated by Grantee and submitted to Grantor for review and dated signature, indicating that both Grantee and Grantor attest to the accuracy of the information contained in the Baseline Report;

(ii) Perform at least a semi-annual compliance inspection of the Easement Area to document site conditions and to identify any activity or use that is inconsistent with the purpose of this Conservation Easement or which may compromise Conservation Values, including the presence of non-native plants, pests, trespassers or other prohibited activities ("Field Survey"). During such semi-annual Field Survey, Grantee will document existing site conditions, document changes in site conditions and uses prohibited under the Conservation Easement, visit photo points and take photos, and arrange for corrective actions, as necessary. Grantee shall retain relevant documents relating to such semi-annual Field Surveys, notify Grantor within one (1) week of any such Field Survey of any conditions that require corrective measures, and will arrange for follow-up surveys to be conducted, as needed, to review and address management issues; and

(iii) Prepare an annual report documenting the results of the semi-annual Field Survey ("Annual Report"). Such Annual Report will summarize activities undertaken during the preceding year, including the semi-annual Field Survey, and contacts with the fee owner of the Easement Area. Such Annual Report will describe the conditions of the Easement Area, describe changes in site conditions, identify any problems or management issues, and describe uses prohibited under the Conservation Easement. It will include photos, maps and other relevant exhibits. The Annual Report will include the annual Land Management Report provided by Grantor, as an appendix. Grantee will provide a copy of the Annual Report to Grantor, and to the Agencies. Grantee shall store materials including field notes, photos, photo location maps, and maps of site conditions.

(c) Concurrently with the execution of this Conservation Easement, Grantee shall be paid: (i) certain funds for Grantee's costs, and the costs of Grantee's obligations hereunder for the first three (3) years ("Initial Financial Requirement"), and (ii) a non-wasting endowment ("Endowment"), for the Grantee's obligations hereunder, in perpetuity. The Initial Financial Requirement and Endowment shall be paid pursuant to a separate Endowment Agreement between [DR HORTON] and Grantee, of even date herewith. Notwithstanding anything to the contrary contained herein, Grantee shall have no obligation to expend any monies other than the interest, gains, or other earnings, addition and appreciation, accrued on the Endowment funds, to satisfy its obligation under this Conservation Easement. Grantee shall not be liable to Grantor or to any other person for losses arising out of the investment of the Endowment, or if Grantee is unable to undertake certain obligations hereunder as a result of the lack of funding.

3. Prohibited Uses. Any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, and subject to Grantor's Reserved Rights as provided in Section 5, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Easement Area or otherwise interfere with the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(c) Agricultural activity of any kind;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing;

(e) Commercial, industrial, institutional, or residential structures or uses;

(f) Any legal or de facto division, subdivision or partitioning of the Easement Area, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

(g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind;

(h) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction, or dispersion of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Easement Area, or granting or authorizing surface entry for any such purpose;

(k) Altering the surface or general topography of the Easement Area, including building roads or trails, or paving or otherwise covering any portion of the Easement Area;

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required by law and in conformance with a management plan approved by Grantee and CDFW for (1) maintenance of existing foot trails or roads, or (2) prevention or treatment of disease;

(m) Removing, disturbing, altering, destroying, or cutting trees, shrubs, or other vegetation, beyond that which is reasonably required by applicable law, the fire department, or to provide for fire suppression;

(n) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(o) Without the prior written consent of Grantee and CDFW, which Grantee and CDFW each may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3)

rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area;

(p) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Easement Area, or the activity or use in question.

4. Grantor's Duties. Grantor, its successors and assigns shall be responsible for the following, in coordination with Grantee:

(a) Grantor shall provide written notice to Grantee following the issuance of final approvals from the Agencies confirming that all obligations of the Agency Approvals have been completed ("Agency Sign Off Notice"). Such Agency Sign Off Notice shall be sent to Grantee via certified mail, and shall indicate in bold conspicuous type "Agency Sign Off Notice". The Agency Sign Off Notice shall not be given until all Agencies have provided final sign off and approval for all Agency Approvals

(b) Undertake all reasonable actions to prevent the unlawful entry and trespass onto the Easement Area using all reasonable methods available to Grantor including City code enforcement, and local law enforcement;

(c) Maintenance of access control measures to prevent unlawful entry onto the Easement Area, together with signage indicating "Protected Area", "No Trespassing", and similar signage to prevent trespassing;

(d) Notify Grantee at least twenty (20) days in advance of any of the following activities on the Easement Area: (i) any scheduled action and necessary infrastructure maintenance, and (ii) any habitat enhancement and restoration work on the Easement Area;

(e) Notify Grantee of any occurrence of trespass, disturbance, or alteration of the Easement Area, which notice shall include a description of the actions Grantor contemplates to address such trespass, disturbance and/or alteration;

(f) Within thirty (30) days of a trespass, disturbance or alteration of the Easement Area, undertake corrective and remediation measures to restore the Easement Area, and to prevent future trespass, disturbance and alteration of the Easement Area;

(g) Undertake all land management responsibilities of the owner of the Easement Area, including all responsibilities of the "Land Manager" pursuant to the LTMP (**"**Land Manager"). Grantor acknowledges and agrees that: (i) Grantor is responsible for all obligations of the Land Manager, notwithstanding that Grantor may contract with another entity to undertake all, or any portion of, such obligations, and (ii) Grantee is not the Land Manager, and nothing contained herein shall be construed to obligate Grantee to undertake any obligations of the Land Manager;

(h) Undertake all reasonable protections designated by Grantee to ensure the protection of the Easement Area, and the Conservation Values, as may be designated by Grantee

in the exercise of its commercially reasonable discretion;

(i) Cooperate with Grantee, its successors or assigns in the protection of the Conservation Values;

(j) In connection with any entry onto the Easement Area, whether pursuant to this Section 4, or pursuant to the Reserved Rights below, limit Grantor's access to the smallest area possible and, if directed by Grantee, retain a Biological Monitor (as hereinafter defined), to oversee Grantor's entry onto the Easement Area;

(k) Grantor shall undertake all necessary actions to perfect the rights of Grantee and CDFW under Section 2 of this Conservation Easement; and

5. Reserved Rights. Grantor reserves all rights accruing from its ownership of the Easement Area, that are not expressly prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including the following uses:

(a) Reasonable access through the Easement Area and Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement. In addition, during the construction of the Project, Grantor shall have the right to provide ingress and egress over that certain portion of the Easement Area depicted on Exhibit "C", attached hereto and incorporated herein by reference (**"**Construction Access Area"). For purposes of using the Construction Access Area, the Project will require the installation of a temporary culvert (e.g. a large pipe), and a temporary bridge over the culvert. Upon completion of construction, the temporary construction access bridge and historic fill, as well as any other improvements placed in the Construction Access Area, shall be removed and the Construction Access Area shall be restored to open water and riparian habitat, as required by the Project's Compensatory Mitigation Plan (Revised) prepared by ESA, and dated July 2021.

(b) Creation and enhancement of native plant communities, including the right to plant native trees and shrubs, for purposes of preventing erosion and reestablishing native vegetation, or to revegetate areas that may be damaged (whether by permitted activities, by severe weather or fire, or by the acts of persons wrongfully damaging the Natural Condition of the Easement Area). Prior to any habitat enhancement activities, Grantor shall have a Biological Monitor (as hereinafter defined) submit detailed plans to Grantee and to the Agencies for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements. The term "Biological Monitor" shall mean a qualified third party consultant approved by Grantee, with successful habitat restoration experience and knowledge of resources in the County in which the Property is located, and expertise in the field of biology or a related field.

(c) Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species; provided that any such activities shall be undertaken only after obtaining Grantee's approval, based upon detailed plans submitted to Grantee. Vegetation, debris, and exotic plant species removal shall not be in direct

or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(d) The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, and to perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire.

(e) The application of pesticides as may be mandated by applicable pest control programs of the local jurisdictions. Detailed plans for the implementation of pest control activities, other than the standard application of pesticides, shall be submitted to the Agencies and Grantee, for review and approval. Pesticide activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

6. Grantee's Remedies.

(a) CDFW and USFWS, as a third party beneficiaries of this Conservation Easement, shall have the same rights and remedies as Grantee under this Section 6. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). At the time of giving any such notice, Grantee shall give a copy of the notice to CDFW (or, if CDFW gives a Notice of Violation it shall also give a copy of the notice to Grantee). Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If Grantor fails to cure the violation within fifteen (15) days after receipt of the Notice of Violation, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Easement Area, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq*.

(e) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Easement Area for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Grantor shall bear all costs incurred by Grantee or CDFW, where it is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

In the event that Grantee is the Party exercising its right to enforce the terms of this Conservation Easement, in addition to the Enforcement Costs, Grantor shall also reimburse Grantee for all of Grantee's staff time, based upon its standard hourly rate at the time of such violation (collectively with the Enforcement Costs, "Grantee's Costs"). In the event that Grantor fails to pay Grantee's Costs to Grantor within thirty (30) days of a demand by Grantee, Grantee's Costs shall thereafter bear interest at the greater of: (a) the Prime Rate as published by Bank of America, plus 2%, or (b) the maximum amount allowed pursuant to California law.

At Grantee's election, Grantee shall have the option to require that Grantor advance Grantee's Costs to Grantee. Grantee shall exercise such right by notice to Grantor, together with an estimate of Grantee's Costs ("Advanced Amount"). Grantor shall pay the Advanced Amount to Grantee, within thirty (30) days of the receipt of a demand from Grantee. Grantee shall deposit such Advanced Amount into a separate bank account, and shall have the right to draw down and pay itself from the Advance Amount, as Grantee's Costs are incurred. In the event that Grantee's Costs exceed the Advanced Amount, Grantor shall pay the balance to Grantee, within thirty (30) days of a demand. If the event that the actual Grantee's Costs are less than the Advanced Amount, Grantee shall reimburse Grantor for any sum remaining following the completion of such enforcement action. Payment of the Advanced Amount shall not be construed to limit Grantor's obligations hereunder to pay all of Grantee's Costs.

8. Discretion of Grantee and CDFW. Enforcement of the terms of this Conservation Easement by Grantee or CDFW shall be at the discretion of the enforcing party, and any forbearance by Grantee or CDFW to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or CDFW of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee or CDFW under this

Conservation Easement. No delay or omission by Grantee or CDFW in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or CDFW to bring any action against Grantor for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; or (ii) acts by Grantee or its employees or CDFW or its employees.

10. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Agency Approvals.

11. Reversion. If the Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the LTMP then, pursuant to California Government Code Section 65967(e), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to California Civil Code Section 815.3 and Government Code Section 65967 (and any successor or other provision(s) then applicable) and approved by the Agencies.

12. Access. This Conservation Easement does not convey a general right of access to the public.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the Easement Area. Grantor agrees that neither Grantee nor CDFW shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property, including the Easement Area, by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and CDFW with satisfactory evidence of payment upon request. Grantor shall keep the Easement Area free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 22(j)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property, including the Easement Area.

15. Hold Harmless. Grantor shall hold harmless, protect, and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and, collectively, "Grantee's Indemnified Parties") and CDFW and its directors, officers, employees, agents, contractors and representatives, and the heirs, personal representatives, successors and assigns of each of them (each a "CDFW Indemnified Party" and, collectively, "CDFW's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable (a) to Grantee's Indemnified Parties with respect to any Claim due solely to the negligence of Grantee and (b) to CDFW's Indemnified Parties with respect to any Claim due solely to the negligence of CDFW; (2) the obligations specified in Sections 4, 13, and 14, and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

16. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. The Parties agree that any proceeds from the extinguishment shall be used for the purchase of property (including conservation easements) that replaces the natural resource characteristics this Conservation Easement was intended to protect and conserve, or as near as reasonably feasible. The selection of replacement property shall be subject to Agencies prior, written approval. A replacement conservation easement shall be granted in favor of an entity acceptable to the Agencies, and meeting the requirements of Civil Code section 815.1 et seq. and Government Code section 65967 (and any successor or other provision(s) then applicable), and containing the same protections and purposes embodied in this Conservation Easement.

17. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. CDFW is a public entity that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Grantee shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).]

18. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee only to CDFW or another entity or organization authorized to acquire and hold

conservation easements pursuant to Civil Code section 815.3 and Government Code section 65967 (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and CDFW of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or CDFW shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. The failure of Grantor, Grantee, or CDFW to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. In the event that Grantee elects to transfer the Easement Area, Grantor shall transfer all of the Easement Area (in no event shall Grantor transfer only a portion of the Easement Areas, which includes the underlying fee property). From and after the date of any transfer of the Easement Area by Grantor, and each transfer thereafter: (i) the transferee shall be deemed to have assumed all of the obligations of Grantor, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein, and (iii) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

20. Notices. Any notice, demand, request, consent, approval, or other communication that any party desires or is required to give to the other parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: City of Orange
300 E. Chapman Avenue
Orange, CA 92886-1591
Attn: Director of Public Works

To Grantee: Rivers & Lands Conservancy
Attn: Executive Director
6876 Indiana Avenue
Suite J-2
Riverside, California 92506

To CDFW: Department of Fish and Wildlife
[Name of Region]
[Region's address]
[Region's City, State Zip]
Attn: Regional Manager

To USFWS: United States Fish and Wildlife Service
Carlsbad Fish and Wildlife Office

2177 Salk Ave., Suite 250
Carlsbad, CA 92008
Attn: Field Supervisor

or to such other address as Grantor, Grantee, or CDFW shall designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

21. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written consent of CDFW. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of the county in which the Property is located.

22. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq*. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This instrument set*s* forth the entire agreement of the parties with respect to the Conservation Easement and supersede*s* all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 21.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by CDFW.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants to Grantee and CDFW that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. All references to "Property in this Section 22 (i) include, but are not limited to, the Easement Area.

(2) Without limiting the obligations of Grantor under Section 15 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties and the CDFW's Indemnified Parties (each as defined in Section 15) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except that (A) this indemnification shall be inapplicable to the Grantee's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by Grantee and (B) this indemnification shall be inapplicable to the CDFW's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by CDFW. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or CDFW any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, *et seq*.; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq*.; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq*.; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq*.; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq*.; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and CDFW that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee and CDFW.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of Grantee and CDFW. Grantee or CDFW may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Easement Area. This section shall not limit the provisions of Sections 2(a)(iv) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement

and complies with Section 19. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee and CDFW.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and Grantee or CDFW may re-record it at any time as it deems necessary to preserve its rights in this Conservation Easement.

(m) Grantor's Representations. To the best of the Grantor's knowledge, Grantor represents and warrants that there are no structures or improvements existing on the Easement Area as of the date hereof. Grantor further represents and warrants that there are no other previously granted easements existing on the Easement Area that interfere or conflict with the Purpose of this Conservation Easement. Grantor has delivered evidence of the present Natural Condition to the Agencies consisting of (1) a color aerial photograph of the Easement Area at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Easement Area boundaries on such aerial photograph; and (3) on-site color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Easement Area.

Notwithstanding the foregoing, Grantee acknowledges that certain of the mineral, oil and gas rights (**"**Mineral Rights Reservation") hav**e** been severed from the Property. Grantor has provided Grantee a Mineral Remoteness Evaluation Report dated June 2025, and prepared by Ganey Science ("Mineral Report"), which has made the finding that the likelihood of any party exercising any rights pursuant to a Mineral Rights Reservation in the Property is remote and characterized as negligible. Grantee represents to Grantee that, to Grantor's knowledge, the Mineral Report accurately characterizes the rights and obligations of any person relative to such Mineral Rights Reservation.

(n) Exhibits. The following Exhibits referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A – Legal Description and Map of Property
EXHIBIT B – Legal Description and Map of Easement Area
EXHIBIT C – Construction Access Area

IN WITNESS WHEREOF Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:

BY:_____

NAME:_____

TITLE:_____

DATE:_____

[***NOTE: ATTACH EXHIBITS AND FORM OF NOTARY ACKNOWLEDGMENT***]

Agenda Item

Orange City Council

Item #: 9.3. 1/13/2026 **File #:** 25-0684

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Approval of speed cushion installation on Maple Avenue between Main Street and Batavia Street.

2. SUMMARY

The City has received recurring requests for speed humps on Maple Avenue. Based on the history of concerns and the street's traffic characteristics, speed cushions were proposed. The City Traffic Commission voted to recommend that the City Council conditionally approve their installation.

3. RECOMMENDED ACTION

1. Approve the installation of speed cushions on Maple Avenue between Main Street and Batavia Street.
2. Direct staff to conduct a before-and-after study as part of a pilot program.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Background:

City staff received numerous inquiries concerning traffic speeds on Maple Avenue between Main and Batavia Streets. This portion of Maple Avenue is a two-lane residential street with a curb-to-curb width that varies from 36 to 38 feet. Parking is supported on both sides, and the land use is comprised of single-family residential dwellings. Moreover, painted edge lines (shoulder stripes) have been installed as a traffic calming feature.

Despite the prior traffic calming effort, the City continues to receive complaints over vehicle speeds. In response to the concerns, City staff conducted an initial traffic study to gather the 85th percentile speed and the average daily traffic volume on Maple Avenue. The study showed that the average daily traffic is 692 vehicles, travelling at an 85th percentile speed of 31 MPH. These values are below those at which speed humps are typically considered, based on the City's approved Residential Neighborhood Traffic Management Program (RNTMP).

Notwithstanding the above and considering continuing concerns, staff determined that it would be

appropriate to consider a pilot program to implement speed cushions on the street. Speed cushions are like speed humps in that they are raised roadway features designed to slow vehicles down. Unlike traditional speed humps, these speed cushions are prefabricated, can be bolted down, and are divided into segments with gaps that allow emergency vehicles to straddle the cushions. Due to the street's proximity to a fire station and location on the local street network, staff consulted with Orange Fire Department on the design and configuration of the speed cushions.

While the speed cushions are the first of their kind in Orange, they are portable and removable. And, if installed, they would serve as the basis of a pilot program, by providing an opportunity to assess their effectiveness, as well as long-term durability and desirability. The cost to furnish and install the speed cushions is estimated to be between $15,000 and $20,000 and can be funded within the approved FY 26 budget.

Petition Phase:

To identify the level of neighborhood support, a petition was circulated to residents of the affected blocks. To ensure residents were fully informed, the petition was accompanied by a Tentative Speed Cushion Location Map and a Speed Cushion Information Sheet, both of which are included as attachments to this report. These materials provided detailed information on the proposed installation sites, the function of speed cushions, and their anticipated benefits in encouraging slower vehicle speeds.

The table below shows the petition results and indicates a majority of the residents on Maple Avenue are in support of speed cushions.

Street Segment	Homes in Favor		Homes Opposed		Unresponsive	
Maple Avenue	19	55%	6	17%	9	28%

City Traffic Commission Meeting:

At the December 10, 2025, meeting, the City Traffic Commission (CTC) received public input regarding the proposed installation of speed cushions on Maple Avenue. Residents expressed both support and opposition to the proposal, with most speakers expressing support.

- Support: The four residents in favor cited concerns about excessive vehicles speeds along Maple Avenue and noted that speed cushions could help mitigate these issues.

- Opposition: The two residents opposed raised concerns about increased noise and the potential changes to vehicle travel paths due to the presence of the cushions.

The CTC discussed potential challenges related to maintenance and cost of the speed cushions. Also discussed were expected benefits of speed cushions along with concerns and drawbacks, particularly those expressed by the speakers. After deliberation and to balance the interests of the neighborhood, the CTC voted to recommend that the City Council approve the installation of speed cushions on Maple Avenue. The CTC also recommended the speed cushions be installed as a six-month pilot program that includes a before-and-after traffic study to evaluate their effectiveness. Staff is recommending that upon the completion of the six-month evaluation this item return to the City Council if the speed cushions are determined to be ineffective for further discussion.

The recommended action in this report represents the CTC's action. Should the City Council elect to approve the proposed speed cushions, it may do so as recommended by the CTC, or it may add or modify conditions(s), including, but not limited to, the proposed program's 6-month duration.

7. ATTACHMENTS

- Attachment 1 Area Map
- Attachment 2 Tentative Speed Cushion Location Map
- Attachment 3 Speed Cushion Information Sheet
- Attachment 4 Draft December 10, 2025, Traffic Commission Meeting Minutes
- Attachment 5 Traffic Commission Staff Report dated December 10, 2025
- Attachment 6 Notification Letter

Agenda Item

Orange City Council

Item #: 9.3. 1/13/2026 **File #:** 25-0684

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6. DISCUSSION AND BACKGROUND

Background:

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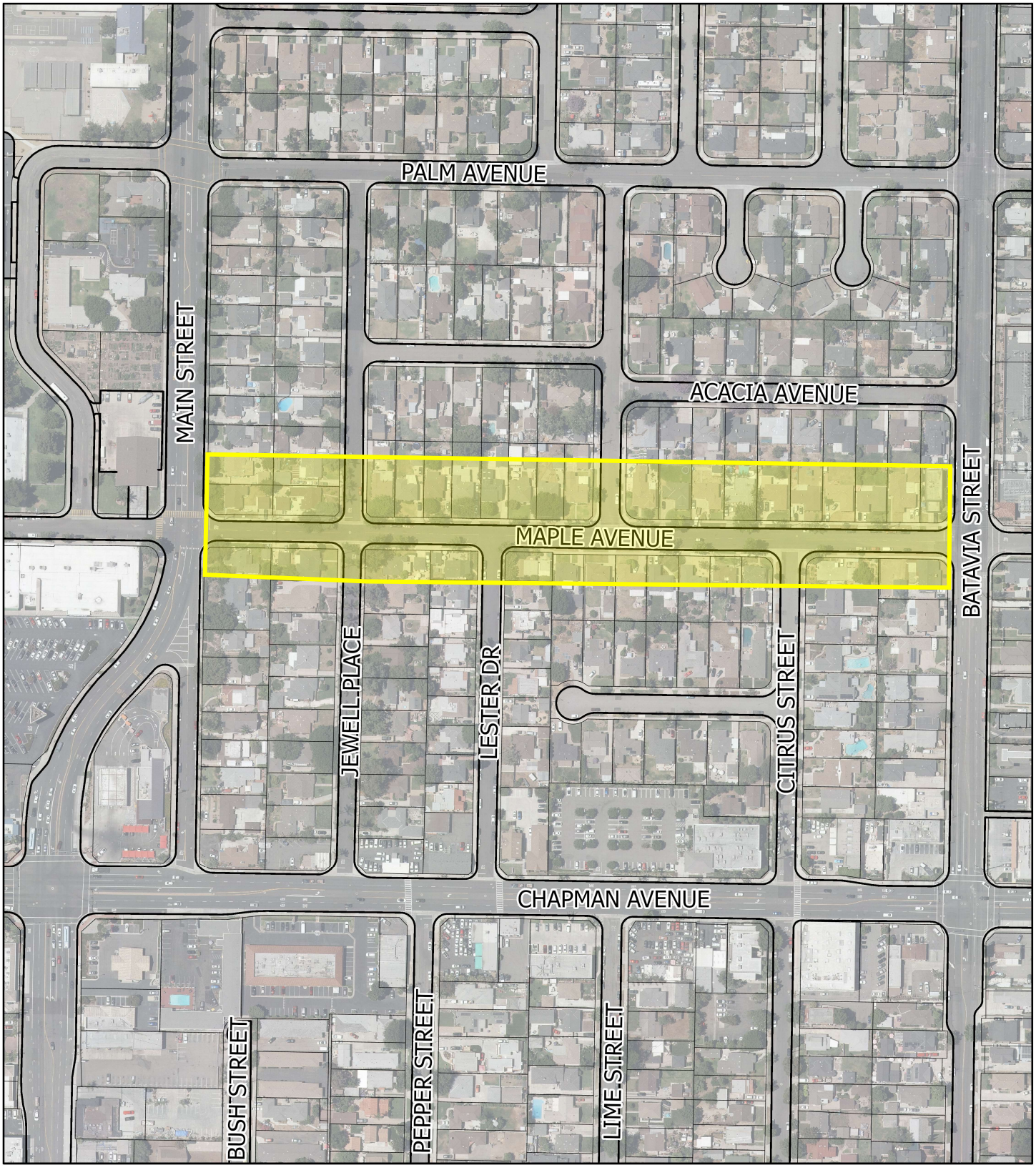

City of Orange
Geographic Information System

LEGEND:

SUBJECT AREA

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CITY OF ORANGE

AREA MAP

11/25/2025

Source: City of Orange (2024)

City of Orange
Geographic Information System

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Note: This map depicts approximate placement of speed cushions. The speed cushion configuration across the roadway is not exact; it is conceptual.

CITY OF ORANGE

TENATIVE SPEED CUSHION LOCATION MAP

Speed Cushion Information Sheet

Please read the list below outlining the advantages and disadvantages of installing speed cushions. Sign the petition and choose whether you are opposed or in favor of installing speed cushions on your street.

Advantages:

- Effective in reducing vehicle speeds
- Does not require parking removal
- Speed cushions do not affect intersection operations

Disadvantages:

- Speed cushions can possibly increase noise from braking and acceleration of vehicles
- Increase wear on vehicles
- Some designs may impact aesthetics.

MINUTES - DRAFT

City of Orange

City Traffic Commission

December 10, 2025

The Traffic Commission of the City of Orange, California convened on Wednesday, December 10, 2025, at 5:30 p.m. for a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

1. OPENING/CALL TO ORDER

Chair Feliz called the meeting to order at 5:31 p.m.

1.1 PLEDGE OF ALLEGIANCE

Commissioner Matt Hamilton led the flag salute.

1.2 ROLL CALL

Present: Ricci, Barbeito, Hamilton, Jurjis, Chavarria, Redding, and Feliz
Absent: None

Commissioner Jurjis arrived to the meeting at 5:34 p.m.

2. PUBLIC COMMENTS

Public Speakers

Kerry Snyder raised concerns regarding the upcoming paid parking program in Old Town Orange and motorcycle parking in the plaza.

Joshua Cosmo raised concerns regarding the upcoming paid parking program in Old Town Orange and the impact it may have on businesses and residents surrounding the plaza.

Eric Alman raised concerns regarding the newly established permit parking on N. Parker Street.

3. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine by the City Traffic Commission and will be enacted by one motion. There will be no separate discussion of said items unless members of the Commission, staff or the public request specific items removed from the Consent Calendar for separate action.

Draft

3.1. Approval of minutes of the City of Orange Traffic Commission Regular Meeting held on October 08, 2025.

ACTION: Approved minutes as presented.

3.2. Reduce length, and ratify installation, of previously approved red curb along the east side of Canal Street, to serve Orange County Transportation Authority Bus Stop ID: 5309.

ACTION: 1) Reduced length of red curb approved by City Traffic Commission at their October 8, 2025, meeting, on the east side of Canal Street between Meats Avenue and Cumberland Road, from 350 feet to 100 feet; and 2) Ratified installation of 100 feet of red curb.

Approval of the Consent Calendar

A motion was made by Vice Chair Ricci, seconded by Commissioner Hamilton, to approve the Consent Calendar as presented. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Hamilton, Jurjis, Chavarria, Redding, and Feliz
Noes: None
Absent: None

4. NEW BUSINESS

4.1. Installation of 40 feet of red curb on the west side of Wanda Road both north and south of Quincy Avenue.

Transportation Analyst Jose A La Torre provided a brief staff report utilizing a PowerPoint Presentation.

Public Speakers
Clyde Granger spoke in support.

A motion was made by Commissioner Jurjis, seconded by Commissioner Barbeito, to approve 40 feet of red curb on the west side of Wanda Road both north and south of Quincy Avenue. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Hamilton, Jurjis, Chavarria, Redding, and Feliz
Noes: None
Absent: None

4.2. Request to install speed cushions on Maple Avenue between Main Street and Batavia Street.

Assistant Engineer Maria Prado provided a brief staff report utilizing a PowerPoint presentation.

Public Speakers
Pat La Rosa, Lindsay Zothneck, Gigi Case, and Bill Norman spoke in support.

Meline Carranza and Amy McFadin spoke in opposition.

The Commission weighed the request for calming measures together with the concerns over neighborhood traffic impacts. They discussed the factors involved in a short term

Draft

pilot program as a way to balance community needs.

A motion was made by Vice Chair Ricci, seconded by Commissioner Jurjis, to recommend that the City Council approve a 6-month speed cushion pilot program on Maple Avenue between Batavia and Main streets, and assess effectiveness at the conclusion of the pilot program. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Hamilton, Jurjis, Chavarria, Redding, and Feliz
Noes: None
Absent: None

4.3. Discussion of potential traffic modifications and safety enhancements to the Orange Plaza.

Deputy Public Works Director/Traffic Engineer Larry Tay provided a brief staff report utilizing a PowerPoint presentation.

Commissioners discussed adding landscaping in the splitter islands, raised crosswalks in the Chapman corridor and including safety measures that focus on protecting lives. Staff clarified traffic calming measures further from the Plaza are not included in the Commission's role for this item.

Public Speakers

Reggie Mundekis spoke in favor of bollards, raised crosswalks, and splitter islands with landscaping as additional safety measures for the Orange Plaza.

George Cortez spoke in favor of closing the roundabout intersection to traffic in the late evening/early morning hours, introducing small roundabouts at the intersections leading into the Orange Plaza, raised crosswalks and splitter islands.

Jennifer Martinez spoke in favor of raised sidewalks and adding speed cushions outside of the Orange Plaza to help traffic slow down as they enter.

Ryan Bruster raised concerns regarding traffic on Maple Avenue and Olive Street and suggested a 4-way stop and a crosswalk to slow traffic.

Further discussion ensued and included suggestions of increasing lighting in the Plaza area and adding radar feedback signs on approach to the roundabout.

A motion was made by Chair Feliz, seconded by Commissioner Chavarria, to recommend that the City Council direct staff to evaluate traffic calming measures beyond the immediate Plaza area. The motion carried by the following vote:

Ayes: Barbeito, Hamilton, Jurjis, Chavarria, Redding, Feliz, and Ricci
Noes: None
Absent: None

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:45 p.m.

The next Regular City Traffic Commission Meeting will be held on Wednesday, February 11, 2026, at 5:30 p.m., in the Council Chamber.

Draft

/s/_____
LARRY TAY
CITY TRAFFIC ENGINEER

Draft

Agenda Item

City Traffic Commission

Item #: 4.2. 12/10/2025 **File #:** 25-0662

TO: **Chair and Members of the City Traffic Commission**

THRU: **Larry Tay, Deputy Public Works Director/Traffic Engineer**

FROM: **Maria Flores, Assistant Engineer**

1. SUBJECT
Request to install speed cushions on Maple Avenue between Main Street and Batavia Street.

2. SUMMARY
The City has received recurring requests for speed humps on Maple Avenue. Based on the history of complaints and the street's traffic characteristics, speed cushions, rather than speed humps, are being considered for recommendation.

3. RECOMMENDED ACTION
Consider the installation of speed cushions on Maple Avenue between Main Street and Batavia Street and forward the resulting recommendation to City Council.

4. FISCAL IMPACT
None. The cost of the speed cushions can be accommodated within the approved FY 26 budget.

5. STRATEGIC PLAN GOALS
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
Background:

Maple Avenue between Main and Batavia Streets is a two-lane residential street with a curb-to-curb width that varies from 36 to 38 feet. Parking is supported on both sides and the land use is comprised of single-family residential dwellings. Moreover, painted edge lines (shoulder stripe) have been installed as a traffic calming feature.

Despite the prior traffic calming effort, the City continues to receive expressed concerns over vehicle speeds. In response to the concerns, City staff conducted an initial traffic study to gather the 85th percentile speed and the average daily traffic volume on Maple Avenue. The study showed that the average daily traffic is 692 vehicles, travelling at an 85th percentile speed of 31 MPH. These values are below those at which speed humps are typically considered, based on the City's approved

Residential Neighborhood Traffic Management Program (RNTMP).

Notwithstanding the above and in light of continuing concerns, staff determined that it could be appropriate to consider a pilot program to implement speed cushions on the street. Speed cushions are similar to speed humps in that they are raised roadway features designed to slow vehicles down. Unlike traditional speed humps, these speed cushions are prefabricated, can be bolted down, and are divided into segments with gaps that allow emergency vehicles to straddle the cushions. Due to the street's proximity to a fire station and location on the local network, staff consulted with Orange Fire Department on the design and configuration of the speed cushions.

While the speed cushions are the first of their kind in Orange, they are portable and removable. And, if installed, they would serve as the basis of a pilot program, by providing an opportunity to assess their effectiveness, as well as long-term durability and desirability.

Petition Phase:

To identify the level of neighborhood support, a petition was circulated to residents of the affected blocks. To ensure residents were fully informed, the petition was accompanied by a Tentative Speed Cushion Location Map and a Speed Cushion Information Sheet, both of which are included as attachments to this report. These materials provided detailed information on the proposed installation sites, the function of speed cushions, and their anticipated benefits in encouraging slower vehicle speeds.

The table below shows the petition results and indicates a majority of the residents on Maple Avenue are in support of speed cushions.

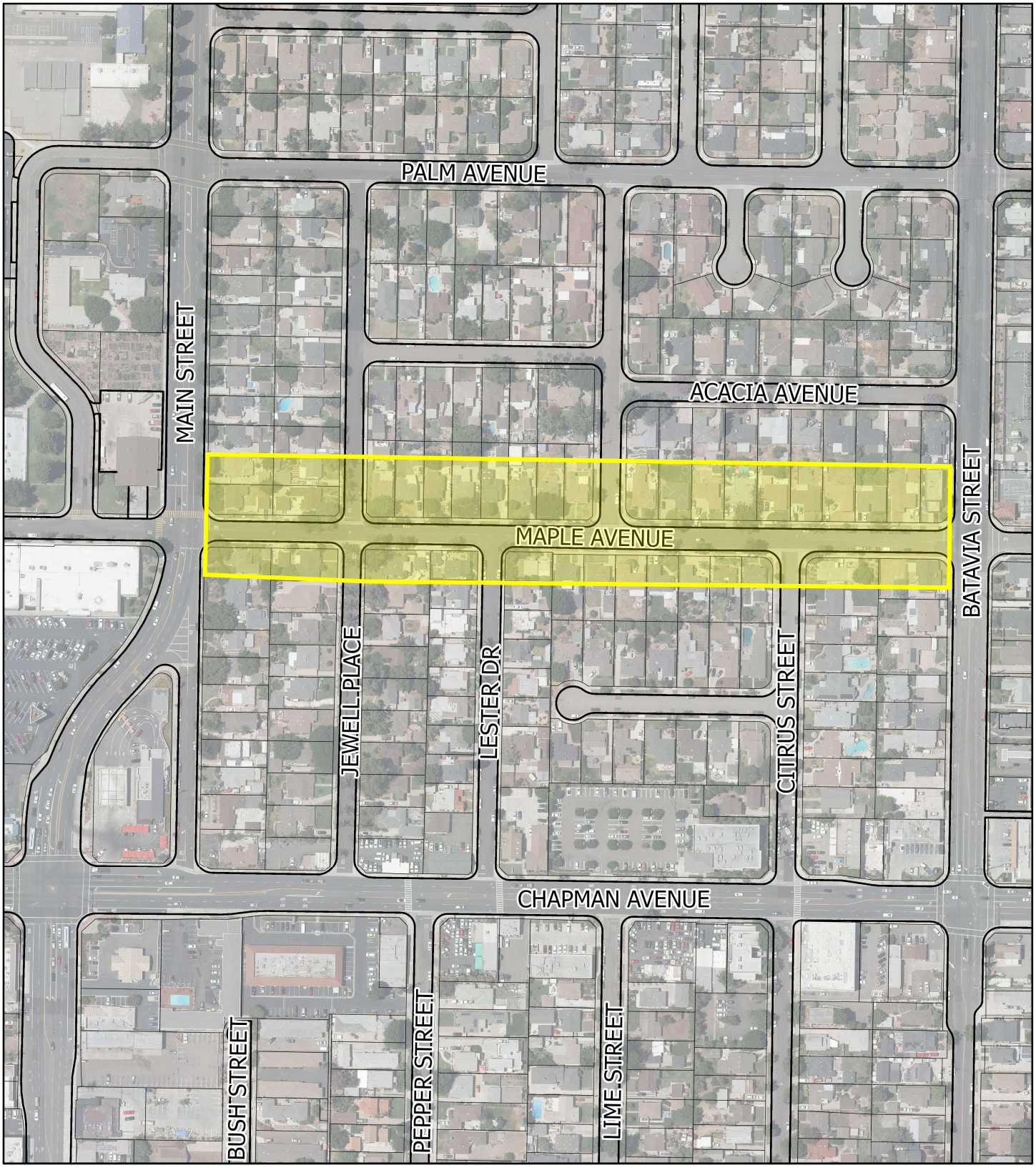
Street Segment	Homes In Favor		Homes Opposed		Unresponsive	
Maple Avenue	19	55%	6	17%	9	28%

Findings:

Based on the above, staff recommends that the City Traffic Commission consider the installation of speed cushions on Maple Avenue between Main Street and Batavia Street and forward the matter to the City Council for approval. The cost to furnish and install the speed cushions is estimated between $15,000 and $20,000; and can be funded within the approved FY 26 budget.

7. ATTACHMENTS

- Area Map
- Tentative Speed Cushion Location Map
- Speed Cushion Information Sheet
- Notification Letter



City of Orange
Geographic Information System

LEGEND:

SUBJECT AREA

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CITY OF ORANGE

AREA MAP

11/25/2025

Source: City of Orange (2024)

City of Orange
Geographic Information System

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Note: This map depicts approximate placement of speed cushions. The speed cushion configuration across the roadway is not exact; it is conceptual.

CITY OF ORANGE

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- Effective in reducing vehicle speeds
- Does not require parking removal
- Speed cushions do not affect intersection operations

Disadvantages:

- Speed cushions can possibly increase noise from braking and acceleration of vehicles
- Increase wear on vehicles
- Some designs may impact aesthetics.

City of Orange
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

November 20, 2025

Dear Resident/Property Owner:

This is to inform you that the City Traffic Commission will be hearing a request for the follow item(s):

- **Installation of speed cushions on Maple Avenue from Main Street to Batavia Street.**

The matter will be considered at the **December 10, 2025,** meeting of the City Traffic Commission. The meeting is scheduled at **5:30 p.m.**, in the **City Council Chamber**, located at 300 East Chapman Avenue.

For your information, a map depicting the approximate placement location is enclosed.

You and any other interested party are encouraged to attend this meeting and express your opinions and/or concerns regarding this issue. Please feel free to contact Maria Flores at (714) 744-5525 or mpflores@cityoforange.org if you have any questions.

Sincerely,

Larry Tay, P.E., PTOE
City Traffic Engineer

City of Orange
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

December 21, 2025

Dear Resident/Property Owner:

This is to inform you that the City Council will be hearing a request for the follow item(s):

- **Installation of speed cushions on Maple Avenue from Main Street to Batavia Street.**

The matter will be considered at the **January 13, 2026,** meeting of the City Council. The meeting is scheduled at **6:00 p.m.**, in the **City Council Chamber**, located at 300 East Chapman Avenue.

For your information, a map depicting the approximate placement location is enclosed.

You and any other interested party are encouraged to attend this meeting and express your opinions and/or concerns regarding this issue. Please feel free to contact Maria Flores at (714) 744-5525 or mpflores@cityoforange.org if you have any questions.

Sincerely,

Larry Tay, P.E., PTOE
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Agenda Item

Orange City Council

Item #: 9.4. 1/13/2026 **File #:** 25-0690

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Authorize the lease-purchase of a Pierce Enforcer Urban Search and Rescue apparatus through the Houston-Galveston Area Council HGACBuy Cooperative Purchasing Program, Contract No. FS 12-23.

2. SUMMARY

Lease-purchase one Pierce Enforcer Urban Search and Rescue apparatus from South Coast Fire Equipment. The City Council has previously approved the Cooperative Purchasing Agreement as the standard for vehicle and equipment procurement.

3. RECOMMENDED ACTION

1. Approve the lease-purchase agreement with PNC Bank in the amount of $2,171,284.64 for financing for the purchase of one Pierce Enforcer Urban Search and Rescue apparatus; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Approve the lease-purchase of one Pierce Enforcer Urban Search and Rescue apparatus from South Coast Fire Equipment for $2,171,284.64.
3. Authorize the appropriation of $434,257 from Vehicle Replacement (720) unreserved fund balance to: 720-5401-80301 - Vehicle Capitalization

4. FISCAL IMPACT

The expense for this lease-purchase is $434,257 and will be funded through the Motor Vehicle Replacements Fund (720):
720-5401-80301- Vehicle Capitalization

Upon approval of this appropriation, the estimated Vehicle Replacement (720) fund balance on June 30, 2025, will be $100,103.

Funding for additional annual appropriations for financing installments must be approved through the annual budget process in subsequent years.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

6. DISCUSSION AND BACKGROUND

The purpose of this report is to request City Council authorization to replace the City's twenty-four-year-old Urban Search and Rescue (USAR) apparatus with a modern Pierce Enforcer USAR unit. This replacement is necessary to maintain operational readiness and reflects a strategic financial approach centered on using a lease-purchase agreement with prepayment financing. This financing method provides substantial cost savings while preserving budget flexibility.

The 24-year-old USAR apparatus, a modern Pierce Enforcer USAR unit, ensures continued support for complex rescue operations. The new unit provides increased capacity and operational flexibility, enhances regional mutual aid support, and maintains the City's long-standing leadership in emergency response capabilities. The existing 2001 Seagrave Tiller Squad has exceeded its recommended twenty-year NFPA service life and has incurred escalating maintenance costs, including a recent almost $50,000 frame repair. Refurbishing the unit under NFPA Standard 1912 for fire apparatus refurbishing would cost an estimated $810,000 to $895,000 and provide only a limited extension of service life. Replacing the apparatus now, while using a financing structure that reduces total project cost, is the most cost-effective and operationally reliable solution.

The proposed Pierce Enforcer USAR apparatus meets current technical rescue requirements and enhances regional mutual-aid capabilities. The Fire Department operates one of only five Type 1 Heavy USAR units in Orange County, supporting complex rescues, including confined-space, trench, high-angle, low-angle, and swift-water incidents. The unit also functions as a compressed-air refill and lighting resource during major emergencies. Maintaining a reliable USAR platform is essential for continued participation in countywide and statewide response operations, including Orange County Task Force 5.

To reduce the financial impact of this purchase, a lease-purchase agreement is being used, combined with a manufacturer's prepayment discount, which together provide significant cost savings. Without the prepayment program, the total cost of the apparatus (including sales tax and fees) would be $2,196,252.35. By committing early and using the prepayment financing structure offered by Pierce and PNC Bank, the City receives a $245,611 discount, reducing the financed amount to $1,931,606.50. Over the five-year term, total payments will be $2,171,284.64 which is $264,645.85 less than the cost of purchasing the apparatus outright without the discount. This results in an effective interest rate of -0.38%, demonstrating that the financing structure itself yields net savings for the City.

This purchase is also aligned with the City's long-term fleet planning strategy. A ten-year fire apparatus replacement forecast (attached) demonstrates a coordinated approach to managing future engine and ladder truck replacements. The lease-purchase strategy used for the USAR apparatus is a model that can be applied to future apparatus purchases to level annual capital outlays, stabilize future budgets, and reduce exposure to escalating construction and material costs.

7. ATTACHMENTS

- 10-Year Fire Apparatus Replacement Schedule

- Proposal Orange City USAR HGACBuy Contract # FS12-23
- Lease Purchase Agreement

Agenda Item

Orange City Council

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6. DISCUSSION AND BACKGROUND

The purpose of this report is to request City Council authorization to replace the City's twenty-four-year-old Urban Search and Rescue (USAR) apparatus with a modern Pierce Enforcer USAR unit. This replacement is necessary to maintain operational readiness and reflects a strategic financial approach centered on using a lease-purchase agreement with prepayment financing. This financing method provides substantial cost savings while preserving budget flexibility.

The 24-year-old USAR apparatus, a modern Pierce Enforcer USAR unit, ensures continued support for complex rescue operations. The new unit provides increased capacity and operational flexibility, enhances regional mutual aid support, and maintains the City's long-standing leadership in emergency response capabilities. The existing 2001 Seagrave Tiller Squad has exceeded its recommended twenty-year NFPA service life and has incurred escalating maintenance costs, including a recent almost $50,000 frame repair. Refurbishing the unit under NFPA Standard 1912 for fire apparatus refurbishing would cost an estimated $810,000 to $895,000 and provide only a limited extension of service life. Replacing the apparatus now, while using a financing structure that reduces total project cost, is the most cost-effective and operationally reliable solution.

The proposed Pierce Enforcer USAR apparatus meets current technical rescue requirements and enhances regional mutual-aid capabilities. The Fire Department operates one of only five Type 1 Heavy USAR units in Orange County, supporting complex rescues, including confined-space, trench, high-angle, low-angle, and swift-water incidents. The unit also functions as a compressed-air refill and lighting resource during major emergencies. Maintaining a reliable USAR platform is essential for continued participation in countywide and statewide response operations, including Orange County Task Force 5.

To reduce the financial impact of this purchase, a lease-purchase agreement is being used, combined with a manufacturer's prepayment discount, which together provide significant cost savings. Without the prepayment program, the total cost of the apparatus (including sales tax and fees) would be $2,196,252.35. By committing early and using the prepayment financing structure offered by Pierce and PNC Bank, the City receives a $245,611 discount, reducing the financed amount to $1,931,606.50. Over the five-year term, total payments will be $2,171,284.64 which is $264,645.85 less than the cost of purchasing the apparatus outright without the discount. This results in an effective interest rate of -0.38%, demonstrating that the financing structure itself yields net savings for the City.

This purchase is also aligned with the City's long-term fleet planning strategy. A ten-year fire apparatus replacement forecast (attached) demonstrates a coordinated approach to managing future engine and ladder truck replacements. The lease-purchase strategy used for the USAR apparatus is a model that can be applied to future apparatus purchases to level annual capital outlays, stabilize future budgets, and reduce exposure to escalating construction and material costs.

7. ATTACHMENTS

- 10-Year Fire Apparatus Replacement Schedule

- Proposal Orange City USAR HGACBuy Contract # FS12-23
- Lease Purchase Agreement

*Financing Ladder thru Pierce & PNC Bank using a lower capital outlay strategy	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
USAR	$480,000	$480,000	$480,000	$480,000	$480,000							**$2,400,000**
Type 1 Engine		$360,000	$360,000	$360,000	$360,000	$360,000						**$1,800,000**
Type 1 Engine			$360,000	$360,000	$360,000	$360,000	$360,000					**$1,800,000**
Tillerd Ladder Truck				$540,000	$540,000	$540,000	$540,000	$540,000				**$2,700,000**
Type 1 Engine					$360,000	$360,000	$360,000	$360,000	$360,000			**$1,800,000**
Tillered Ladder Truck						$540,000	$540,000	$540,000	$540,000	$540,000		**$2,700,000**
Type 1 Engine							$360,000	$360,000	$360,000	$360,000	$360,000	**$1,800,000**
	$480,000	**$840,000**	**$1,200,000**	**$1,740,000**	**$2,100,000**	**$2,160,000**	**$2,160,000**	**$1,800,000**	**$1,260,000**	**$900,000**	**$360,000**	**$15,000,000**

Current Way	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Type 1 Engine	$1,800,000											$1,800,000
USAR		$2,400,000										$2,400,000
Type 1 Engine			$1,800,000									$1,800,000
Tillerd Ladder Truck				$2,700,000								$2,700,000
Type 1 Engine					$1,800,000							$1,800,000
Tillered Ladder Truck						$2,700,000						$2,700,000
Type 1 Engine							$1,800,000					$1,800,000
	$1,800,000	**$2,400,000**	**$1,800,000**	**$2,700,000**	**$1,800,000**	**$2,700,000**	**$1,800,000**	**$0**	**$0**	**$0**	**$0**	**$15,000,000**

**Financing receives a prepayment discount, lowering overall cost and tax burden*

** Example: overall savings for USAR = $264,646*

** The amounts are the total budget request including upfit and equipment*

PROPOSAL FOR FURNISHING FIRE APPARATUS

September 15, 2025

CITY of ORANGE FIRE DEPARTMENT
637 W. Struck Ave.
Oarnage, CA, 92867

SOUTH COAST FIRE EQUIPMENT

The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Corona, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
One (1) Enforcer Urban Search & Rescue unit as per the enclosed proposal for delivery sum	$ 2,031,793.00	$ 2,031,793.00
Sales Tax @ 7.750%	$ 157,463.96	$ 157,463.96
APPARATUS COST WITH TAX	**$ 2,189,256.96**	**$ 2,189,256.96**
Performance Bond	$ 4,977.89	$ 4,977.89
California Tire Fee	$ 17.50	$ 17.50
Consortium Fee HGAC Fee HGAC FS12-23	$ 2,000.00	$ 2,000.00
TOTAL PURCHASE PRICE	**$ 2,196,252.35**	**$ 2,196,252.35**

The above proposal price shall be valid until 12/15/25 or extended in writing by South Coast Fire Equipment.

If the customer so desires to purchase the Product described in the Proposal and the attached specifications, prior to the expiration date listed above, the Customer shall sign and return this proposal. The Customer can then provide their choice of document for entering into the agreement by providing a Purchase Order, or signing a Contract with South Coast Fire Equipment, 3150 Palisades Dr. Corona, CA 82878 as the seller.

Payment Terms - Payment is due of the Total Purchase Price at time of delivery. Changes to the specifications since the time of order can added to the Total Purchase Price or invoiced on a separate invoice. The final sales tax amount will be determined at time of delivery based on the tax rate at that time. An increase or decrease in cost will be reflected on the final invoice.

If the customer would desire to pay for the apparatus within 15 days of the purchase order being accepted the Total Purchase Price would be reduced to **$1,931,606.50** . The buyer must make the payment within 15 days to obtain the full discount. Payments not received with in the 15 days are subject to an adjustment to the Total Purchase Price for the prepayment.

Said apparatus and equipment are to be built by the manfacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, inability to obtain labor, supplies or manufacturing facilities, epidemics, acts of God, or causes beyond our control not preventing, delivery would be 45-48 months after receipt of this order and acceptance thereof at our office in Corona, California, and deliver to you at **Orange, CA.**

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterrations do not matterially affect the cost of the construction of the apparaus

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing (www.bls.gov Series ID: WPUID6112) ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order (Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evalution Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The Seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price is not accepted.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Force Majeure - South Coast Fire Equipment shall not be responsible nor deemed to be in default on accountof delays in performance due to causes which are beyond the seller's and manufacturer's control and make the seller's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorisim, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similiar to those within the scope of the clause) to perform their contracts or labor troubles causing cessation, slowdow, or interruption of work.

Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, South Coast Fire Equipment (SCFE) may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Manufacturer; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. SCFE endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by SCFE upon sale of the Product to another purchaser, plus any costs incurred by SCFE to conduct any such sale.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications Any increased costs incurred by the first party because of future changes in or additoinas to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,
South Coast Fire Equipment, Inc.

Tim Olley
Sales Representative

I, _____ authorized representative of _____ agrees to purchase the proposed product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

Signature:_____
Title:_____ Date:_____

PNC BANK

Pierce

FINANCIAL SOLUTIONS

November 25, 2025

TAX EXEMPT LEASE PURCHASE

Sales Organization:	South Coast	**Equipment:**	Pierce Search and Rescue
Sales Representative:	Tim Olley		
Lessee:	City of Orange	**Apparatus Cost:**	$2,031,793.00
Delivery Time:	Per contract	**Taxes / discounts:**	-$100,186.50
Payment Type:	Yearly	**Down Payment:**	$0.00
First Payment Due Date:	1 year after lease start	**Trade In: Amount**	$0.00
Commencement Date:	TBD	**Financed:**	$1,931,606.50

Term	5 Year Lease Purchase		
Number of Payments	**5**		
Payment Amounts	**$434,256.93**		
Interest Rate	**4.03%**		

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a $1.00 buy-out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Bank as part of the transaction.

1. **AUTHORIZING RESOLUTION AND SIGNORS:** The lessee's governing board shall pass a Resolution or ordinance acceptable to PNC Bank, National Association ("PNC") (PNC's form is strongly preferred) authorizing the transaction designating the individual(s) to execute all necessary documents used therein.
2. **BANK QUALIFICATION:** This proposal assumes that the lessee will not be issuing more than $10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.
3. **LEGAL TITLE:** Legal title to the equipment during the lease term shall vest in the lessee, with PNC perfecting a first priority security interest.
4. **LEGAL OPINION:** The lessee's counsel shall furnish PNC with an opinion in a form and substance satisfactory to PNC (PNC's form is strongly preferred).
5. **ESCROW FUNDING OPTION:** At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a $250.00 account set up fee payable at closing.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for Seven Days (7) from the above date and is subject to final credit approval by PNC Bank and approval of the lease documents in PNC Bank's sole discretion. To render a credit decision, lessee shall provide PNC Bank with their most recent three years audited financial statements, copy of their most recent interim financial statement, and current budget.

City of Orange

Proposal Accepted : _____

Lessee: Daniel R. Slater, Mayor

Proposal Submitted : Kim Simon

Representative: Kim Simon

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney √

PNC Bank | Kim Simon | Vice President
Phone: 614.670.3994 | Fax: 866.852.3101 | Kim.Simon@PNC.com

Budgetary Numbers:		Date	5 Year Lease Purchase
Pierce Apparatus:	(1) Search and Rescue Unit	December 2025	Order/Lease Start
Estimated Delivery:	Per Contract	December 2026	$434,256.93
Cost:	$2,031,793.00	December 2027	$434,256.93
Sales Tax @ 7.75%:	$157,463.96	December 2028	$434,256.93
CA Tire fee:	$17.50	December 2029	$434,256.93
Consortium Fee:	$2,000.00	December 2030	$434,256.93
Performance Bond:	$4,977.89	Rate	4.03%
Total Cost without Discounts:	$2,196,252.35	Total Payments	$2,171,284.64
		Effective Rate	**-0.38%**
Cost:	$2,031,793.00		
Budgetary Prepayment Discount:	**$245,611.00**		
Cost with Discounts:	$1,786,182.00		
Sales Tax @ 7.75%:	$138,429.11		
CA Tire Fee:	$17.50		
Consortium Fee:	$2,000.00		
Performance Bond:	$4,977.89		
Amount Financed:	$1,931,606.50		
Total Savings:	**$264,645.85**		

* *Rate as of November 25, 2025 and is fixed at closing.*

* *Effective rate is the rate based on the price of the apparatus excluding prepayment discounts. It's what the rate needs to fall to at the time of delivery to obtain the lease payment available today with the 100% the lease payment available today with the 100% prepayment discount.*

Agenda Item

Orange City Council

Item #: 9.5. 1/13/2026 **File #:** 25-0709

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

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT
Agreement with Townsend Public Affairs, Inc. for legislative advocacy and grant writing services.

2. SUMMARY
On July 12, 2022, the City Council directed staff to develop a request for proposals for legislative advocacy and grant writing services. On October 11, 2022, the City Council approved a one-year agreement with Townsend Public Affairs, Inc. for grant writing and legislative advocacy services. Then on September 26, 2023, the City Council approved a two-year agreement with Townsend Public Affairs, Inc. for the same services. This agreement has since expired and on December 9, 2025, the City Council directed staff to bring the Townend Public Affairs, Inc. agreement back for consideration.

3. RECOMMENDED ACTION
Approve a three-year professional services agreement with Townsend Public Affairs, Inc. in the amount of $333,000 for legislative advocacy and grant writing services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
The expense for this agreement is $108,000 annually during years one and two, and $117,000 during year three, and will be funded through the General Fund (100):

100-0000-50999 Miscellaneous Expenditures

This proposed agreement is for three years totaling $333,000, payable in monthly installments totaling $108,000 annually during years one and two, and $117,000 during year three. Future installments will be requested in conjunction with the annual operating budget.

5. STRATEGIC PLAN GOALS
Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND
On July 12, 2022, the City Council directed staff to develop a request for proposals (RFP) for legislative advocacy and grant writing services. In response to that RFP, the City received six proposals, and on October 11, 2022, the City Council approved a one-year agreement with Townsend Public Affairs, Inc. (TPA). A year later, the City Council approved a two-year agreement with TPA. The most recent TPA agreement expired on September 26, 2025, and on December 9, 2025, the City Council directed staff to bring the TPA agreement back for consideration.

Legislation

Over the past three years, TPA assisted the City on legislative matters, including resolutions or letters that memorialize the City Council's position on Statewide legislation. TPA also delivered committee hearing testimony on the City's behalf for Senate Bill 900 (Umberg) and provided guidance on possible legislation regarding municipal investment instruments.

TPA also produced consistent legislative updates, ensuring the City is informed on consequential matters occurring in Sacramento and Washington, D.C.

Grants and Community Project Funding Requests

TPA has also assisted the City in securing money through grants and community project funding requests. Since entering into an agreement with TPA, TPA has helped secure a little over $5 million for the City. When considering the total amount paid to TPA over the past three years ($312,000), the City has received roughly $16 for every $1 paid to TPA.

Additionally, prior to the previous TPA agreement expiring, TPA had worked with the City's elected Members of Congress (Members) to secure the following community project funding requests which are proceeding through the Congressional budget process.

As reference, Members may select up to 15 projects, and with Members receiving numerous project requests from multiple entities, this is often a competitive process. In 2025, three City of Orange projects were selected.

Project	Members Recommending the Project
Real-Time Crime Center for the Orange Police Department	Senator Schiff and Congressman Correa
Orange County Flood Control Parcel Improvement Project	Congressman Correa
Fire Station 3 Improvements	Congresswoman Kim

During the Congressional appropriations process, initial project recommendation amounts are often lowered. As of this writing, the City may receive $2.5 million for all three projects.

Agreement Structure and Cost

Like previous arrangements with TPA, staff propose a retainer-based agreement. This means the City may utilize TPA's services as much as necessary for a fixed monthly rate.

For the past two years, the City paid TPA $9,000 per month. TPA proposes to keep this rate for two more years. Thereafter, the agreement increases to $9,750 per month for year three.

7. ATTACHMENTS

- Agreement with Townsend Public Affairs, Inc.

Agenda Item

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7. ATTACHMENTS

- Agreement with Townsend Public Affairs, Inc.

Docusign Envelope ID: 91DA346C-967B-4F84-B231-9BCB3FB56562

PROFESSIONAL SERVICES AGREEMENT
[Grant Writing and Legislative Advocacy Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ____ day of _____, 2026 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and TOWNSEND PUBLIC AFFAIRS, 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 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.

Jack Morgan, Senior Assistant to the City Manager ("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 THIRTY-THREE THOUSAND and 00/100 ($333,000) 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. Contractor shall submit monthly invoices for services described in Exhibit A at fixed rates that do not exceed the following:

a. January 2026 – January 2027: $9,000 per month.

Docusign Envelope ID: 91DA346C-967B-4F84-B231-9BCB3FB56562

b. February 2027 – January 2028: $9,000 per month.
c. February 2028 – January 2029: $9,750 per month.

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

Docusign Envelope ID: 91DA346C-967B-4F84-B231-9BCB3FB56562

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

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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 other than a professional act 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.

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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. Reserved.

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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.

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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

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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.

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"CONTRACTOR"	"CITY"
Townsend Public Affairs, Inc. 1401 Dove Street, Ste. 330 Newport Beach, CA 92660 Attn.: Christopher Townsend	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Jack Morgan
Telephone: 949-399-9050 E-Mail: aconklin@townsendpa.com	Telephone: 714-744-2220 E-Mail: jmorgan@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 via facsimile and electronic mail shall have the same effect as original signatures.

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

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

"CONTRACTOR"	**"CITY"**
TOWNSEND PUBLIC AFFAIRS, INC., a California corporation	CITY OF ORANGE, a municipal corporation
DocuSigned by: *By: Christopher Townsend C087AD6684B48C...	By: _____ Daniel R. Slater, Mayor
Printed Name: Christopher Townsend	
Title: President	
DocuSigned by: *By: Christopher Townsend C087AD6684B48C...	ATTEST:
Printed Name: Christopher Townsend	
Title: Secretary	_____ 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.]

EXHIBIT "A"

SCOPE OF SERVICES

A. STATE LEGISLATIVE ADVOCACY

1. Work with the City Council, the City Manager, and key staff to discuss goals, objectives, opportunities, and priorities.
2. Maintain a working relationship with the City's legislative delegation.
3. Work effectively at the Sacramento-level with the Governor's office and various state departments.
4. Demonstrate an extensive knowledge of state laws, regulations and issues impacting the City.
5. On an annual basis, work with the City to update its Legislative Platform to look at upcoming legislative trends.
6. Undertake advocacy, including strategy development and all related activities to attain the objectives of the City. Related activities include policy analysis, drafting legislation, meeting with legislators and staff, obtaining sponsor(s) for legislation, drafting legislative amendments, coordinating testimony at legislative hearings and administrative agencies, attending meetings, organizing advocacy trips, and otherwise representing the City's positions.
7. Review all proposed, introduced, and amended legislation and administrative rules and regulations, to determine and provide analysis as appropriate on their impact on the City and recommend positions to be taken on the legislation and administrative rules and regulations.
8. Provide monthly electronic reports on status of legislation and other related matters such as bill language and committee analysis, an annual report giving an overview of approved legislation and final administrative rules and regulations and a forecast of important issues in the upcoming year.
9. Coordinate and cooperate with the League of California Cities, Association of California Cities – Orange County and other organizations, municipalities, companies and firms having similar legislative objectives as the City. Where appropriate, advocate positions on legislation and work to secure language in law that will advance the City's interests.
10. Regularly communicate with the City to assess legislative options, analyze legislation and discuss policy objectives including review and input into the City's legislative policy guide. Present legislative issues to the full City Council as needed/upon request.
11. Participate in regular informational, planning and coordination meetings with City staff as needed. Assist City Management and City Council during visits to Sacramento on official business.
12. Undertake advocacy on technical matters, compliance reporting and associated activities.
13. Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. Provide the City notification of any changes or modifications that may be pertinent.

B. FEDERAL LEGISLATIVE ADVOCACY

1. Work with the City Council, the City Manager, and key staff to discuss goals, objectives, opportunities, and priorities.
2. Maintain a working relationship with the City's legislative delegation.
3. Work effectively at the federal level with various federal departments.
4. Demonstrate an extensive knowledge of federal laws, regulations and issues impacting the City.
5. On an annual basis, work with the City to update its Legislative Platform to look at upcoming legislative trends.
6. Undertake advocacy, including strategy development and all related activities to attain the objectives of the City. Related activities include policy analysis, drafting legislation, meeting with legislators and staff, obtaining sponsor(s) for legislation, drafting legislative amendments, coordinating testimony at legislative hearings and administrative agencies, attending meetings, organizing advocacy trips, and otherwise representing the City's positions.
7. Review all proposed, introduced, and amended legislation and administrative rules and regulations, to determine and provide analysis as appropriate on their impact on the City and recommend positions to be taken on the legislation and administrative rules and regulations.
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11. Participate in regular informational, planning and coordination meetings with City staff as needed. Assist City Management and City Council during visits to Washington D.C. on official business.
12. Undertake advocacy on technical matters, compliance reporting and associated activities.
13. Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. Provide the City notification of any changes or modifications that may be pertinent.

C. GRANT WRITING

1. Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding.
2. Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies and organizations that support the City's funding needs and priorities (emphasizing grants which require no "matching" funds), including, but not limited to:
    a. Infrastructure and park development/maintenance
    b. Public safety
    c. Economic development
    d. Housing and housing programs
    e. Technology
    f. Parks and recreation programs
    g. Multimodal transportation
    h. Workforce development
    i. Records management
    j. Senior, family, and youth programs
    k. Energy, efficiency and sustainability
    l. Historic building maintenance and reuse
    m. Acquisition of open space
3. Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production and submittal of applications to funding sources. Provide a copy of each grant application package submitted for funding, in its entirety, to the City.
4. Submit monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.
5. Manage grants awarded to the City as needed.

D. CONTRACT TERM

Unless otherwise terminated pursuant to Section 19 of the agreement, this agreement shall remain in full force and effect until January 13, 2029 and shall not exceed the Contractor's total compensation as further detailed in Section 2 of the agreement.

Agenda Item

Orange City Council

Item #: 10.1. 1/13/2026 **File #:** 25-0693

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. (Continued from December 9, 2025)

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. On December 9, 2025, the Orange City Council reviewed Ordinance No. 20-25, and directed staff to bring the ordinance back with select changes. The revised Ordinance No. 20-25 incorporates those directed changes.

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 (OMC) 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.

Much of Chapter 3.08 was adopted in 1999. While the language in many of these sections is still relevant, the amount thresholds listed in Chapter 3.08 are relatively low. On December 9, 2025, the Orange City Council reviewed and discussed Ordinance No. 20-25 which sought to make the following five changes to OMC Chapter 3.08:

Item 1: Incorporate Chapter 3.08.065 - Vendor Limits Per Fiscal Year and Department. This recognizes that in some instances, various departments may use the same vendor for different scopes of work, which in the aggregate, could place a particular vendor beyond a given threshold. This section clarifies that vendor limits will be calculated on a per department and per fiscal year basis.

Item 2: Incorporate Chapter 3.08.075 - Prohibition against splitting projects. This is standard language in many municipal codes that prohibit staff from breaking projects into smaller work orders to avoid requirements that would be triggered by higher purchasing thresholds.

Item 3: Incorporate Chapter 3.08.085 - Appropriation of Awarded Grant Funds. Authorizes the City Manager to accept and appropriate awarded grant funds so long the matching funds (when applicable) are budgeted, and do not exceed the City Manager signing authority.

Item 4: Modify Chapter 3.08.290 - Exceptions to Competitive Bidding Requirements - Public Project and Administrative Emergencies. Establishes a procedure for staff to bypass competitive bidding requirements when an emergency exists to ensure the timely purchase of supplies and materials. Where the previous language allowed department heads to make purchases not exceeding $10,000, the proposed language (pursuant to City Council direction to double existing thresholds) increases it to $20,000. Additionally, a separate section exclusive to public projects pursuant to California Public Contract Code 22050 has been created.

Item 5: Makes select changes to various parts of OMC Chapter 3.08 to increase select purchasing thresholds. Increases OMC Chapter 3.08 purchasing thresholds for:

- Written purchase orders.
- Informal bidding for materials, supplies, and equipment.
- Professional services agreements, public works contracts, and purchases for materials, supplies, equipment.

After reviewing the draft language on December 9, 2025, the City Council directed staff to keep the new or modified OMC Chapter 3.08 language as detailed in Items 1-4 while lowering the proposed thresholds in Item 5.

Specific to Item 5, where the December 9, 2025, ordinance included threefold increases, the City Council directed staff to lower the select thresholds to a double increase. These changes have been incorporated in the revised Ordinance No. 20-25 for the City Council's consideration.

7. ATTACHMENTS

- Ordinance No. 20-25 Clean
- Ordinance No. 20-25 Redline

Agenda Item

Orange City Council

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3. RECOMMENDED ACTION

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5. STRATEGIC PLAN GOALS

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7. ATTACHMENTS

- Ordinance No. 20-25 Clean
- 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 $10,000 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 $10,000 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 $60,000 so long that the matching funds associated with the grant, when applicable, are budgeted and do not exceed $60,000 Any awarded grant funds exceeding $60,000 or where matching funds associated with grant exceed $60,000 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 $60,000 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 $60,000 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 $60,000 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 $60,000 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 $20,000 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 $20,000 in value but less than $60,000 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 $60,000 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 $20,000. Procurements exceeding $20,000 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 $60,000 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 $60,000 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 $10,000 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 $10,000 but not more than $60,000 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 $60,000 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 $60,000 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 $20,000 or 10% of the original contract amount, but not to exceed a total increase of $60,000

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 $60,000, 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 $60,000 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 $60,000 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 $60,000 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 $20,000 or 10%, whichever is greater. However, in no event may the City Manager approve an increase of more than $60,000

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 $20,000 or 10%, whichever is greater. However, in no event may the City Manager approve an increase of more than $60,000. 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 _____, 2026.

_____
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~~ $10,000.00 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~~ $10,000.00 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 $60,000.00 so long that the matching funds associated with the grant, when applicable, are budgeted and do not exceed $60,000.00. Any awarded grant funds exceeding $60,000.00 or where matching funds associated with grant exceed $60,000.00 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~~$60,000.00 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~~$60,000.00 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~~ $60,000.00 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~~ $60,000.00 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~~ $20,000.00 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~~ $20,000.00 in value but less than ~~$30,000.00~~ $60,000.00 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~~ $60,000.00 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 $20,000. Procurements exceeding $20,000 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~~ $60,000.00 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~~ $60,000.00 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~~ $10,000.00 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~~ $10,000.00 but not more than ~~$30,000.00~~ $60,000.00 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~~ $60,000.00 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~~ $60,000.00 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 $20,000 or 10% of the original contract amount, but not to exceed a total increase of $60,000.

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~~ $60,000, 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~~ $60,000 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~~ $60,000 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~~ $60,000 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~~$20,000.000 or 10%, whichever is greater. However, in no event may the City Manager approve an increase of more than ~~$30,000.00~~$60,000.00.

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~~ $20,000.00 or 10%, whichever is greater. However, in no event may the City Manager approve an increase of more than ~~$30,000.00~~ $60,000.00. 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

Agenda Item

Orange City Council

Item #: 10.2. 1/13/2026 **File #:** 25-0673

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Russell Bunim, Community Development Director**

1. SUBJECT

Introduction and First Reading of Ordinance No. 01-26 adding Chapter 9.45 to the Orange Municipal Code prohibiting the sale and distribution of kratom products.

2. SUMMARY

The proposed Ordinance prohibits the sale and distribution of kratom products within City limits. At present, the Orange Municipal Code contains no regulations addressing kratom. The intent of the Ordinance is to safeguard public health and welfare by restricting products that the United States Food and Drug Administration has identified as having opioid-like properties and posing risks to community safety.

3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 01-26. An Ordinance of the City Council of the City of Orange adding Chapter 9.45 of the Orange Municipal Code prohibiting the sale and distribution of kratom products.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

The recreational misuse of kratom, a plant with opioid-like properties, poses risks of addiction, abuse, and dependence, creating significant public health concern. Unlike tobacco, which is regulated at the state, federal, and local levels to prevent sales to minors, kratom currently has no age restrictions or regulations in California or the City of Orange.

Kratom products are widely sold in convenience stores, supermarkets, liquor shops, gas stations, and especially tobacco retailers. They are marketed in multiple forms, including powders, capsules, pills, beverages, teas, gummies, smoking wraps, vaping liquids, and edibles, and contain psychoactive alkaloids that act as stimulants at low doses and produce sedative, opioid-like effects at higher doses. The products are increasingly linked to overdose deaths.

Federal agencies including the United States Drug Enforcement Administration (DEA) and the National Institute on Drug Abuse (NIDA) have linked kratom use to adverse effects such as hallucinations, psychosis, dependence, tachycardia, hypertension, nausea, seizures, and liver injury. The United States Food and Drug Administration (FDA) has not approved kratom for any medical use and has stated that no drug products containing kratom or its primary compounds, mitragynine and 7 hydroxymitragynine (7-OH), are legally marketed in the United States. The FDA has further warned that concentrated 7-OH is a potent opioid-like substance with significant abuse potential, posing an emerging public health threat. According to a recent FDA report, the Substance Abuse and Mental Health Services Administration estimated that 1.7 million Americans aged 12 and older used kratom products in 2021.

Locally, the Orange City Council adopted Ordinance No. 12-25 on June 24, 2025, requiring tobacco retailers to obtain a Tobacco Retailer Permit and comply with state, federal, and local tobacco control regulations. Since implementation, Code Enforcement has processed approximately 100 applications, and inspections have revealed widespread sales of kratom alongside drug paraphernalia, nitrous oxide, cannabis, banned flavored tobacco, and other illicit products, raising significant public health and safety concerns.

Several states have banned kratom entirely. In California, some jurisdictions such as the Cities of Newport Beach, Tustin, Stanton, Oceanside, and San Diego prohibit its sale and distribution, while others, including the County of Orange, and Cities of Huntington Beach and Laguna Niguel, restrict sales to individuals 21 and older.

Kratom has no FDA approved uses and is not legally marketed in the United States as a food additive, dietary supplement, or drug ingredient. Despite this, kratom products remain widely available for sale in the City, underscoring the need for the proposed Ordinance to regulate their sale and distribution.

Proposed Ordinance: If adopted, the proposed Ordinance would prohibit the sale, distribution, and advertising of all kratom products. Upon approval, staff will conduct a notice and education campaign to licensed businesses via hand delivery, mail, and email. Businesses that fail or refuse to comply with the Ordinance will face enforcement actions to ensure compliance.

Proposed Appeals Fee: The City will present a separate Resolution to the City Council establishing a fee to recover administrative costs associated with appeals, including expenses for the hearing officer and staff responsible for reviewing and preparing the hearing report.

7. ATTACHMENTS

- Ordinance No. 01-26
- Orange County Health Care Agency Public Information Factsheet
- United States Food and Drug Administration News Release

Agenda Item

Orange City Council

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3. RECOMMENDED ACTION

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4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

The recreational misuse of kratom, a plant with opioid-like properties, poses risks of addiction, abuse, and dependence, creating significant public health concern. Unlike tobacco, which is regulated at the state, federal, and local levels to prevent sales to minors, kratom currently has no age restrictions or regulations in California or the City of Orange.

Kratom products are widely sold in convenience stores, supermarkets, liquor shops, gas stations, and especially tobacco retailers. They are marketed in multiple forms, including powders, capsules, pills, beverages, teas, gummies, smoking wraps, vaping liquids, and edibles, and contain psychoactive alkaloids that act as stimulants at low doses and produce sedative, opioid-like effects at higher doses. The products are increasingly linked to overdose deaths.

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7. ATTACHMENTS

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ORDINANCE NO. 01-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE ADDING CHAPTER 9.45 OF THE ORANGE MUNICIPAL CODE PROHIBITING THE SALE AND DISTRIBUTION OF KRATOM PRODUCTS

WHEREAS, California Constitution, Article XI, Section 7, authorizes the City of Orange ("City") to adopt and enforce local police, sanitary, and other ordinances and regulations that are not in conflict with general laws; and

WHEREAS, California Health & Safety Code section 101450 empowers the City Council to take measures necessary to preserve and protect the public health, including adopting ordinances, regulations, and orders that are not in conflict with general laws; and

WHEREAS, California courts in Cohen v. Board of Supervisors (1985) 40 Cal.3d 277, Bravo Vending v. City of Rancho Mirage (1993) 16 Cal.App.4th 383, and Prime Gas v. City of Sacramento (2010) 184 Cal.App.4th 697, have affirmed the power of local jurisdictions to regulate business activity to protect public health and safety and in order to discourage violations of law; and

WHEREAS, the kratom plant (*Mitragyna speciosa*), a tropical evergreen native to Southeast Asia, contains psychoactive compounds including mitragynine and 7-hydroxymitragynine ("7-OH"), which can produce stimulant or sedative, opioid-like effects; and

WHEREAS, the United States Drug Enforcement Administration ("DEA") has reported that kratom use may cause stimulant effects at low doses and opioid-like effects at high doses, and can lead to dependence, addiction, hallucinations, confusion, nausea, constipation, weight loss, insomnia, and other adverse symptoms, and has labeled kratom a "Drug of Concern"; and

WHEREAS, the United States Food and Drug Administration ("FDA") has warned that the growing availability of kratom products, including enhanced and concentrated forms, poses an emerging public health threat; and

WHEREAS, the FDA has further indicated that 7-OH is a potent opioid agonist that can cause respiratory depression, physical dependence, and withdrawal symptoms similar to opioids such as fentanyl, oxycodone, and hydrocodone; and

WHEREAS, kratom leaves and their chemical components are unlawful when added to foods, dietary supplements, or FDA-approved drugs, yet are widely marketed and sold without FDA approval or regulatory oversight; and

WHEREAS, the FDA has not approved any prescription or over-the-counter drug products containing kratom or its primary compounds; and

WHEREAS, the Los Angeles County Public Health Department launched enforcement and education campaigns following six fatal overdoses linked to 7-OH, prompting the Orange County Health Care Agency to coordinate testing and treatment efforts with local clinical providers and hospitals, including those in the City; and

WHEREAS, the Orange County Coroner's Office has begun testing for the presence of 7-OH in overdose cases in response to these incidents; and

WHEREAS, regulatory gaps have enabled widespread availability of kratom products despite their opioid-like properties, necessitating immediate policy intervention to protect public health; and

WHEREAS, kratom products are not subject to federal safety checks, resulting in a lack of oversight regarding purity, dosage, contamination, labeling accuracy, and consumer warnings; and

WHEREAS, several states and local jurisdictions such as the Cities of Newport Beach, Tustin, Stanton, Oceanside, and San Diego have prohibited the sale and distribution of kratom products; and

WHEREAS, the City seeks to prohibit the sale and distribution of kratom products within its limits as a reasonable and necessary exercise of its police powers to safeguard the health, safety, and welfare of its residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines (Guidelines) Sections 15060(c)(2) and 15060(c)(3) because review and evaluation of potential impact of the Ordinance demonstrate that it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and it constitutes a regulation of commercial activity and is not a "project" as defined in Guidelines section 15378.

SECTION II:

Chapter 9.45 of the Orange Municipal Code (Public Peace, Morals and Welfare – Kratom Products) is hereby added to read as follows:

Chapter 9.45
KRATOM PRODUCTS

Sections:

9.45.010 Purpose.
9.45.020 Definitions.

9.45.030 Prohibition on Sale or Distribution of Kratom and Kratom Products.
9.45.040 Enforcement.
9.45.050 Appeal.

9.45.010 Purpose.

This Chapter is enacted pursuant to the City's police powers to protect the public safety, health, and welfare. The purpose of this Chapter is to protect public health and safety by prohibiting the commercial sale and distribution of kratom and kratom products within the City due to their opioid-like effects, lack of regulatory oversight, and demonstrated risk of abuse, dependence, and adverse health outcomes.

9.45.020 Definitions.

As used in this Chapter, the following words and phrases shall have the meaning given them in this section, unless the context clearly requires otherwise:

"7-OH product" means any product containing any detectable amount of 7-hydroxymitragynine.

"Distribute" means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain.

"Kratom alkaloids" means any detectable amount of mitragynine, speciociliatine, speciogynine, paynantheine, 7-OH, or any natural, synthetic, or semi-synthetic alkaloid, derivative, isolate, metabolite, or structurally related constituent of Mitragyna speciosa.

"Kratom" or **"Kratom product"** means any product consisting of, or labeled or marketed as consisting of, any part of the leaf of *Mitragyna speciosa* in fresh, dehydrated, or dried form; including any extract, isolate, derivative, metabolite, or alkaloid, whether natural, synthetic, or semi-synthetic, regardless of concentration. The term includes any food, dietary ingredient, supplement, tea, gummies, beverage, vaping liquid, smoking wrap, smoking accessories or paraphernalia, and any other substances intended for human consumption or inhalation that contains any part of the leaf of *Mitragyna speciosa*, or any extract, synthetic alkaloid, or synthetically derived compound of the plant or its leaf. This definition includes, but is not limited to, powders, capsules, pills, teas, gummies, beverages, vape liquids, smoke wraps, smoking accessories or paraphernalia, and any other substances intended for consumption or inhalation.

"Kratom leaf" means the leaf of the kratom plant, also known as mitragyna speciosa, any form.

"Kratom leaf extract" means the material obtained by extraction of kratom leaves by any means.

"Possess for commercial purposes" means to possess with intent to sell, offer for sale, furnish, exchange, distribute, or otherwise provide in the course of business operations, including display, storage, warehousing, stocking, or holding for sale or distribution.

"Sell" or **"Sale"** means to furnish, exchange, transfer, deliver, or supply for monetary gain including but not limited to any transfer or title or possession for consideration, exchange, or barter, in any manner or by any means.

"Synthesized" means an alkaloid or alkaloid derivative or constituent that has been created by chemical synthesis or biosynthetic means (including but not limited to; fermentation, recombinant techniques, yeast derived, enzymatic techniques), rather than traditional food preparation techniques such as heating or extracting. It also includes alkaloids that have been further exposed to chemicals or processes that would confer a structural change in the alkaloids contained within the extract.

9.45.030 Prohibition on Sale or Distribution of Kratom and Kratom Products.

A. Except as otherwise preempted by law, it is unlawful for any person, business, tobacco retailer, or other entity to sell, offer for sale, distribute, display, furnish, administer, exchange, give away, or possess for commercial purposes:

1. Any kratom or kratom product containing any detectable amount of kratom alkaloids.

2. Any kratom product that contains or is adulterated with synthesized or semi-synthesized kratom alkaloids, ingredients, or constituents.

3. Any kratom product whose packaging indicates, implies, advertises, or suggests the presence of kratom or kratom alkaloids.

4. Any kratom product whose packaging has had the manufacturer's or distributor's label removed or altered to conceal, disguise, or modify the presence of kratom alkaloids or synthesized or semi-synthesized kratom constituents.

9.45.040 Enforcement.

A. The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

B. In addition to any other remedy, violations of this Chapter may be enforced through administrative, civil, or criminal remedies as authorized by law. Each day a violation continues constitutes a separate violation.

C. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation.

D. Any violation of this Chapter may be remedied by a civil action brought by the City Attorney. The City may recover reasonable attorneys' fees and costs of suit in any civil action brought by the City Attorney to remedy any violation of this Chapter to the extent permitted by law.

E. Violations of this Chapter are hereby declared to be public nuisances subject to abatement by the City.

F. Nothing in this Chapter shall limit the City from pursuing administrative, civil, or criminal citations or to abate public nuisances or violations of this Chapter in accordance with the City Code or applicable law. Administrative enforcement may include the issuance of

administrative citations pursuant to the City's administrative citation procedures, and nothing in this Chapter requires prior notice where immediate enforcement action is necessary to protect public health or safety.

G. Kratom or any kratom products, in violation of this Chapter may be seized by authorized City personnel and deemed contraband and shall not be returned unless compliance with this Chapter is demonstrated.

1. Seizures may be appealed through the procedures set forth in this Chapter. If not appealed or if upheld after review, seized items shall be destroyed in accordance with Orange Police Department policy and applicable law.

9.45.050 Appeal.

A. Notice of Action. Following the seizure of items prohibited under this Chapter, the City Manager or designee shall issue written notice to the responsible person, business, retailer or other entity. The notice shall include:

1. The proposed enforcement action.

2. A brief summary of the reason(s) and applicable code section(s).

3. Instructions for requesting an administrative review.

4. The notice shall be served personally or by first-class mail to the last known address of the responsible person or business. If mailed, notice shall be deemed effective three (3) calendar days after deposit in the United States mail.

B. Right to Request Review. The appellant person, business, retailer, or other entity may request administrative review by submitting a written request to the City Clerk within 10 calendar days of the notice. The request must include any applicable appeal fee as established by resolution of the City Council. A request is timely only if received by the City Clerk within the ten (10) calendar-day period. Failure to submit a timely request constitutes a waiver of the right to administrative review and a failure to exhaust administrative remedies.

C. Scheduling the Review. Upon receiving a timely request, the City shall schedule an administrative review. The review shall be conducted within a reasonable time, and notice shall be provided to the appellant at least 10 calendar days in advance.

D. Hearing Process.

1. The hearing shall be conducted by a neutral hearing officer as designated by the City Manager pursuant to the City's administrative hearing procedures.

2. Both parties may present evidence, provide written statements or oral testimony, and be represented by legal counsel.

3. Formal rules of evidence do not apply, but relevant and reliable evidence will be considered.

4. Hearings may be continued for good cause.

E. Burden of Proof. The City bears the burden of proving the violation by a preponderance of the evidence.

F. Failure to Participate. If the appellant fails to appear or otherwise participate in the hearing, the appeal will be deemed withdrawn and considered a waiver of the right to exhaust administrative remedies.

G. Final Decision. The hearing officer shall issue a written decision within a reasonable time following the hearing. The decision shall include findings and be final upon issuance. Judicial review is available under California Code of Civil Procedure Sections 1094.5 and 1094.6.

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 _____, 2026.

_____
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 _____, 2026, and thereafter at the regular meeting of said City Council duly held on the ___ day of _____, 2026 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

KRATOM & 7-OH: What You Don't Know *Can* Hurt You

Learn the risks. Protect yourself and your family.

What is Kratom?

Kratom is a plant-based substance made from the leaves of a Southeast Asian tree called *Mitragyna speciosa*. People often use it to boost mood, ease anxiety or depression, or relieve pain. It is sold in many forms like capsules, tablets, powders, teas, gummies, and liquids and is available at smoke shops, gas stations, convenience stores, grocery stores or online.

General side effects from use of kratom can include nausea, constipation, dizziness, dry mouth, sleep issues, nervousness, restlessness, slowed breathing, sweating, or vomiting.

7-OH (also known as 7-Hydroxymitragnynine) is a powerful compound found in small amounts in kratom. It acts like an opioid and can slow breathing, especially when mixed with other substances. This can lead to serious side effects like drowsiness, vomiting, seizures, or even death. 7-OH is addictive, and some products contain high levels of it but are falsely sold as kratom.

The **FDA** has **not** approved kratom or any products containing 7-OH (7-hydroxymitragynine) for treating pain, mood disorders, or withdrawal symptoms and warns against use due to risk of dependence, addiction and adverse effects. These substances are **not legal** as drugs, dietary supplements, or food additives in the U.S., and their safety and effectiveness have not been proven.

How is 7-OH Related to Kratom?

7-OH can be **13 times stronger** than the opioid morphine

7-OH, short for 7-hydroxymitragynine, is a powerful and dangerous opioid-like substance made from the kratom plant. It is sold in many forms - tablets, gummies, supplements, energy drinks and shots. On the street, it can be called **7-Hydroxy, 7-OHMG and '7"**

An "Emerging Opioid Threat"

The FDA is working to block 7-OH products and **warns people not to use kratom** or 7-OH because of the risks to health including liver problems, seizures, overdose, substance use disorders and death.

Facts About Kratom and 7-OH

Unpredictable

Kratom is not regulated, so you don't know how much you are getting or what else is mixed with it. Bacteria and heavy metals like lead have been found in kratom.

Addiction Risk

Higher, regular doses can be highly addictive and hard to quit.

Overdose Risk

Kratom can slow down breathing; taking kratom with other drugs like alcohol, fentanyl, other opioids, or benzodiazepines is especially dangerous – together the effects can cause death.

Risk of Death

Fatal overdoses have been linked to kratom in California and across the U.S.

What Can I Do?

- **Know before you buy** – Avoid buying or consuming products with 7-OH or Kratom even if they are labeled as "natural" or "herbal."
- **Call the Poison Help Line 1-800-222-1222** if you believe someone is having a bad reaction to Kratom or 7-OH products.
- If someone is not breathing / has signs of an overdose, **dial 911** immediately and administer **Naloxone** if available!
  Reach out for support and treatment services: **OCNavigator.org or OC Links (855) 625-4657**.

https://samhsa.gov
https://www.fda.gov/news-events/public-health-focus/fda-and-kratom
https://nida.nih.gov/research-topics/kratom

OC Links 24/7 855-OC LINKS | OCNavigator.org

FDA NEWS RELEASE

FDA Takes Steps to Restrict 7-OH Opioid Products Threatening American Consumers

Agency alerts health care professionals and consumers of 7-hydroxymitragynine risks

More Press Announcements (/news-events/newsroom/press-announcements)

For Immediate Release:

July 29, 2025

The U.S. Food and Drug Administration today is taking a bold step to protect Americans from dangerous, illegal opioids by recommending a scheduling action to control certain 7-hydroxymitragynine (also known as 7-OH) products under the Controlled Substances Act (CSA).

Feedback

The FDA is specifically targeting 7-OH, a concentrated byproduct of the kratom plant; it is not focused on natural kratom leaf products. 7-OH is increasingly recognized as having potential for abuse because of its ability to bind to opioid receptors. The FDA is releasing a new report (https://www.fda.gov/media/187899/download?attachment) to educate the public about the health concerns of 7-OH and its distinction from the kratom plant leaf.

“Today, we’re taking action on 7-OH as a critical step in the fight against opioid addiction,” **said HHS Secretary Robert F. Kennedy, Jr**. “We will protect the health of our nation’s youth as we advance our mission to Make America Healthy Again.”

This recommendation follows a thorough medical and scientific analysis by the FDA and is one of several efforts to address the agency’s concerns around the growing availability and use of 7-OH opioid products. There are no FDA-approved 7-OH drugs, 7-OH is not lawful in dietary supplements and 7-OH cannot be lawfully added to conventional foods.

“Vape stores are popping up in every neighborhood in America, and many are selling addictive products like concentrated 7-OH. After the last wave of the opioid epidemic, we cannot get caught flat-footed again,” **said FDA Commissioner Marty Makary, M.D., M.P.H.** “7-OH is an opioid that can be more potent than morphine. We need regulation and public education to prevent another wave of the opioid epidemic.”

The availability of 7-OH products is a major concern to the FDA, as consumers can easily purchase products with concentrated levels of 7-OH online and in gas stations, corner stores and vape shops. The FDA is particularly concerned with the growing market of 7-OH products that may be especially appealing to children and teenagers, such as fruit-flavored gummies and ice cream cones. These products may not be clearly or accurately labeled as to their 7-OH content and are sometimes disguised or marketed as kratom. The FDA has also published educational materials (https://www.fda.gov/media/187900/download) for consumers to be more informed about these harmful products.

In June, the FDA issued warning letters to seven companies for illegally distributing products containing 7-OH, including tablets, gummies, drink mixes and shots. Today, the FDA is also issuing a letter to health care professionals (https://www.fda.gov/media/187898/download?attachment) and is warning consumers (https://www.fda.gov/drugs/information-consumers-and-patients-drugs/hiding-plain-sight-7-oh-products) about the risks associated with 7-OH products.

Under the CSA, drugs, substances and certain chemicals are placed into one of five schedules based upon their medical use, potential for abuse and safety or dependence liability. The Drug Enforcement Administration is reviewing the recommendation and has the final authority on scheduling, which requires a rulemaking process that includes a period for the public to provide comments before any scheduling action is finalized.

Related Information

- Hiding in Plain Sight: 7-OH Products (/news-events/public-health-focus/hiding-plain-sight-7-oh-products)

Media:
HHS Request for Comment (https://www.hhs.gov/request-for-comment-form/index.html?Agency=ASPA)
202-690-6343

Consumer:
888-INFO-FDA

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The FDA, an agency within the U.S. Department of Health and Human Services, protects the public health by assuring the safety, effectiveness, and security of human and veterinary drugs, vaccines and other biological products for human use, and medical devices. The agency also is responsible for the safety and security of our nation's food supply, cosmetics, dietary supplements, radiation-emitting electronic products, and for regulating tobacco products.

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