



Revisions to ASR and/or Exhibits/Attachments

November 14, 2008

To: Darlene J. Bloom, Clerk of the Board of Supervisors

From: Thomas G. Mauk, County Executive Officer *for*

Subject: Revision to ASR 08-002161 for the November 18, 2008 Board Meeting
First District Fund 130 Amendments and Allocations

RECEIVED
2008 NOV 14 PM 2:38
CLERK OF COUNTY OF ORANGE
BOARD OF SUPERVISORS

Revised Recommended Action

Please delete Recommended Action Nos. 5 and 6.

Please revise Recommended Action No. 7 to read:

7. Approve agreement between County of Orange and City of Santa Ana for basketball court renovations, purchase and installation of monkey bars, and installation of an alarm system and parking gate on the exterior of the Santa Ana Police Athletic Activity League building, and direct Clerk of the Board to execute the submitted agreement between the County of Orange and the City of Santa Ana, which replaces the agreement between County of Orange and the Orange County Community Foundation.

Please add the following Recommended Actions:

- Approve Amendment Number One to Agreement Between County of Orange and The Young Men's Christian Association of Orange County to Fund New Soccer/Sports Field, and direct Clerk of the Board to execute the submitted amendment between the County of Orange and the YMCA.
- Approve Amendment Number One to Agreement Between County of Orange and Garden Grove Downtown Business Association to Fund Building of an Entry Arch Gateway to Historic Main Street, and direct Clerk of the Board to execute the submitted amendment between the County of Orange and the Garden Grove Downtown Business Association.
- Approve Amendment Number One to Agreement Between County of Orange and City of Santa Ana to Fund Jerome Center Park Project, and direct Clerk of the Board to execute the submitted amendment between the County of Orange and the City of Santa Ana.

Modifications to the Background Information

Please add the following to the Background Information:

On December 18, 2007, your honorable Board approved Agenda Item No. 51 which allocated \$100,000 in First District Fund 130 monies to the YMCA toward funding of a new soccer/sports field on the grounds of the new Santa Ana YMCA facility located at 2100 W. Alton Parkway. The term of the agreement is through December 31, 2008. At this time, First District requests to extend the term of the agreement through December 31, 2009 to allow for completion of the soccer/sports field and subsequent reimbursement to the YMCA.

On December 18, 2007, your honorable Board approved Agenda Item No. 51 which allocated \$100,000 in First District Fund 130 monies to the Garden Grove Downtown Business Association to fund building of an entry arch gateway to historic Main Street in Garden Grove. The term of the agreement is through December 31, 2008. At this time, First District requests to extend the term of the agreement through December 31, 2009 to allow for completion of the entry arch and subsequent reimbursement to the City of Garden Grove.

On October 30, 2007, your honorable Board approved Agenda Item No. 32 which allocated \$100,000 in First District Fund 130 monies to the City of Santa Ana for improvements at Jerome Center Park. Park Center improvements will bring the facility up to current building, safety and ADA codes; address inadequate lighting, heating, ventilation and air conditioning issues; renovation of the electrical system, front entry, kitchen, restroom, and shower/locker rooms; exterior door replacement; renovation of the gymnasium including replacement of the floor, exterior/interior painting, new flooring and ceiling throughout, re-roofing of the entire building; and replacement of the playground equipment. The term of this agreement is through December 31, 2008. At this time, First District requests to extend the term of the agreement through December 31, 2009 to allow for completion of all work at Jerome Center Park and subsequent reimbursement to the City of Santa Ana.

Revised Exhibits/Attachments

Please add the following attached amendments/agreements:

Amendment Number One to Agreement Between County of Orange and The Young Men's Christian Association of Orange County to Fund New Soccer/Sports Field

Amendment Number One to Agreement Between County of Orange and Garden Grove Downtown Business Association to Fund Building of an Entry Arch Gateway to Historic Main Street

Amendment Number One to Agreement Between County of Orange and City of Santa Ana to Fund Jerome Center Park Project

cc: Rob Richardson, County Executive Office
Kathryn Feather, 1st District, Board of Supervisors
Michelle Aguirre, County Executive Office

**AMENDMENT NUMBER ONE TO AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE COUNTY
TO FUND NEW SOCCER/SPORTS FIELD**

THIS AMENDMENT NUMBER ONE to the Agreement Between County of Orange and The Young Men's Association of Orange County to Fund New Soccer/Sports Field (hereinafter "Original Agreement") is entered into by and between the COUNTY OF ORANGE (hereinafter "COUNTY") and The Young Men's Christian Association (hereinafter "YMCA"), upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and YMCA executed an Agreement to Fund New Soccer/Sports Field (hereinafter "ORIGINAL AGREEMENT") for the period of December 19, 2007 up through and including December 31, 2008;

WHEREAS, COUNTY and YMCA mutually desire to extend the term of the Agreement;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and YMCA agree as follows:

1. Page 1, Section 1, "EFFECTIVE PERIOD – TERMINATION DATE" of the Original Agreement is amended to read in its entirety as follows:

The effective period of this Agreement shall be the period beginning December 19, 2007 and ending December 31, 2009, subject to the provisions of Section 15 of this Agreement. YMCA agrees that any and all funds received under this Agreement shall be disbursed on or before December 31, 2009 and that any and all funds remaining as of January 1, 2010, which have not been disbursed shall be returned by YMCA to COUNTY. No expense of YMCA will be reimbursed by COUNTY if incurred after January 1, 2010.

2. A true and correct copy of the ORIGINAL AGREEMENT is attached hereto as Exhibit A and incorporated by this reference.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Amendment Number One to the ORIGINAL AGREEMENT to be executed.

COUNTY OF ORANGE, a subdivision of the State of California

DATE: _____

BY: _____

TITLE: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DATE: 11-12-08

BY: Paula A. Inaley
Deputy

THE YOUNG MEN'S CHRISTIAN ASSOCIATION
OF ORANGE COUNTY, a California Nonprofit Corporation

DATE: _____

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD

Darlene J. Bloom
Clerk of the Board of Supervisors

**AGREEMENT
BETWEEN COUNTY OF ORANGE AND
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE COUNTY
TO FUND NEW SOCCER/SPORTS FIELD**

This Agreement to fund a soccer/sports field at the new Santa Ana YMCA facility (hereinafter "Agreement"), is made and entered into this 18th day of December, 2007, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Young Men's Christian Association of Orange County, a non-profit corporation, hereinafter referred to as "YMCA," with a place of business located at 13821 Newport Avenue, Suite 200, Tustin, California 92780. COUNTY and YMCA are sometimes referred to herein as "party" or collectively as "parties."

RECITALS

WHEREAS, COUNTY, by Minute Order dated December 18, 2007 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part of hereof as if fully set forth, has determined, pursuant to Government Code Section 26227, to expend a portion of its general funds in the amount of \$100,000 [hereinafter "the funds"] for use by YMCA between December 19, 2007 and December 31, 2008 to build a new soccer/sports field on the grounds of the new Santa Ana YMCA facility located at 2100 W. Alton Parkway, Santa Ana, California 92704, hereinafter referred to as "project."

WHEREAS, said project meets the social needs of the population of Orange County.

THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

1. EFFECTIVE PERIOD – TERMINATION DATE

The effective period of this Agreement shall be the period beginning December 19, 2007 and ending December 31, 2008 subject to the provisions of Section 15 of this

Agreement. YMCA agrees that the funds received under this Agreement shall be disbursed or encumbered on or before December 31, 2008 and that any and all funds remaining as of January 1, 2009, which have not been disbursed or encumbered, shall be returned by YMCA to COUNTY. No expense of YMCA will be reimbursed by COUNTY if incurred after December 31, 2008.

2. PROJECT PROPOSAL

YMCA agrees to comply with all provisions set forth in this Agreement for use of the funds in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the COUNTY's determinations will be final and the COUNTY will control the use of the funds.

YMCA agrees that the funds will be used between December 19, 2007 and December 31, 2008 to build a new soccer/sports field on the grounds of the new Santa Ana YMCA facility, located at 2100 W. Alton Parkway, Santa Ana, California 92704.

Notwithstanding Section 1 herein, YMCA agrees to use any real or personal property or equipment that is constructed, acquired or improved with the funds for its entire useful life for the purposes, as described herein, for which the funds were granted to YMCA by COUNTY. YMCA agrees to notify COUNTY promptly if it ceases to use such property or equipment for the purposes described herein at any time before the end of its useful life. YMCA agrees to properly maintain, repair and keep in good working order all such property or equipment.

YMCA warrants that it will obtain and keep in full force and effect, during the term of this agreement and for the useful life of any real or personal property or equipment constructed, acquired or improved with the funds, all permits, licenses or other governmental approvals required for the project and for any services provided in or with property or equipment constructed, acquired or improved with the funds.

YMCA further agrees that lack of compliance constitutes grounds for COUNTY to pursue the remedies set forth in Section 15 of this Agreement and to reduce the level of payment that otherwise would be provided under Section 6 of the Agreement. Such reduction shall occur only as a result of action of the COUNTY Board of Supervisors. Before such reduction may be made, COUNTY shall provide YMCA with at least ten (10)

days written notice of the proposed reduction and of the time and place where the Board of Supervisors shall consider the reduction.

3. MODIFICATION OF AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

YMCA agrees that its level of operation will be adequate to ensure maximum utilization by the public of the property, equipment, programs and/or services funded by this Agreement and that an opportunity to use and enjoy said property, equipment, programs and/or services shall be granted to all residents of the COUNTY on the same conditions under which the residents of the target area may use and enjoy it.

5. EVALUATION

YMCA agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate YMCA in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for an Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to YMCA upon receipt of invoice(s) from YMCA showing actual amounts expended by YMCA for the project, or YMCA may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$100,000.

7. CONFLICT OF INTEREST

YMCA agrees and understands that COUNTY's funds shall not be used by YMCA to pay or reimburse any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of YMCA.

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, YMCA shall maintain separate accounting records for all funds received from COUNTY

under this Agreement. All accounting records and evidence pertaining to all costs of YMCA shall be kept available at YMCA's office or place of business during duration of this Agreement and thereafter for a period not less than five (5) years. YMCA shall make all of its records available to COUNTY upon request during regular business hours for the purpose of evaluation or auditing and shall furnish clerical assistance for these purposes to COUNTY as required. YMCA agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event YMCA does not make its books and financial records available to COUNTY, YMCA agrees to pay all necessary and reasonable expenses, including attorney's fees, incurred by COUNTY in obtaining the records and conducting an audit or evaluation.

9. INDEMNIFICATION AND INSURANCE

YMCA 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 for 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 performance provided by YMCA pursuant to this Agreement. If judgment is entered against YMCA and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, YMCA and COUNTY agree that liability will be apportioned as determined by the court or jury.

YMCA will obtain and keep in full force and effect all insurance required by COUNTY, as indicated in Exhibit A hereto, which is incorporated herein and made a part hereof by reference. YMCA agrees that no obligation of COUNTY hereunder shall arise until YMCA has obtained the required insurance and submitted the required insurance certificates.

10. CORPORATE STATUS

If YMCA is a non-profit or public benefit corporation, it must at all times be listed as being in good standing, without suspension, by the California Secretary of State, Franchise Tax Board and Internal Revenue Service. Any change in such corporate status, or any suspension, shall be reported immediately to COUNTY.

11. INDEPENDENT CONTRACTOR

YMCA shall be considered an independent contractor and neither its employees nor subcontractors, agents or anyone else working under or on behalf of YMCA shall be considered an agent or an employee of COUNTY. Further, neither YMCA's employees nor subcontractors, agents or anyone else working under or on behalf of YMCA shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

12. ASSIGNMENT OR SUBCONTRACTING

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 Agreement nor any portion thereof may be assigned or sub-contracted by YMCA without the express written consent of COUNTY. Any attempt by YMCA to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this Agreement.

13. NON-DISCRIMINATION

YMCA shall not unlawfully discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of any applicable State or federal law or regulation, including but not limited to the federal Age Discrimination Act of 1975, Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act., the federal Civil Rights Act of 1964, Title VII of the federal Civil Rights Act of 1968, California Government Code section 11135 et seq., and the Unruh Civil Rights Act, as those acts may have been amended.

YMCA agrees that in the performance of this Agreement it will comply with all applicable requirements of California Labor Code Section 1735, California Government Code Section 12940 et seq., and federal statutes and regulations pertaining to employment discrimination, and will not engage in nor permit any subcontractor to engage in unlawful discrimination in employment of persons. This prohibition shall pertain to employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. YMCA acknowledges that a

violation of this provision shall subject YMCA to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

14. PROHIBITION AGAINST LOBBYING

YMCA shall not use any part of the funds received under this Agreement for the purpose of lobbying or for other activities intended to influence any legislation or the outcome of any election.

15. BREACH-SANCTIONS

If, through any cause, YMCA fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if YMCA violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by YMCA, or if YMCA reports inaccurately, or if an Audit Report makes disallowances, YMCA shall promptly remedy its acts or omissions or repay COUNTY all amounts spent in violation thereof. For any such failures or violations, COUNTY shall have the right to:

- (a) Discontinue project support until such time as YMCA fulfills its obligation under this Agreement or any prior Agreement between COUNTY and YMCA;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from YMCA;
- (c) Terminate this Agreement by giving written notice to YMCA of such termination and specifying the effective date thereof.

16. SOLE AGREEMENT

This Agreement expresses all the understandings of the parties concerning all matters covered. No addition to or alteration of the terms of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement formally approved by the parties hereto. Any addition or alteration of the Agreement may be subject to approval by the COUNTY Board of Supervisors.

17. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date first above written.

COUNTY OF ORANGE, a subdivision of the State of California

DATE: 1-30-08

BY: *John Moulton*

TITLE: CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DATE: 12/13/07

BY: *Diana Lee*
Deputy

THE YOUNG MEN'S CHRISTIAN ASSOCIATION
OF ORANGE COUNTY,
a California Nonprofit Corporation

DATE: _____

BY: *Jeff*

TITLE: Jeff McBride CEO

DATE: 1/17/08

BY: Peter Foulke

TITLE: CEO

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD



Darlene J. Bloom
Darlene J. Bloom
Clerk of the Board of Supervisors

**CHARITABLE ORGANIZATION
INSURANCE REQUIREMENTS**

NAME OF CHARITABLE ORGANIZATION: The Young Men's Christian Association of Orange County

TERM OF AGREEMENT: From December 19, 2007 To December 31, 2008

The County of Orange requires charitable organizations using County funds, staff, property or resources to carry insurance that protects the County in case of litigation. In addition, the County encourages charitable organizations to carry adequate insurance to protect themselves. The County requires the above-named charitable organization to carry insurance that is acceptable to the County, as indicated below, covering the charitable organization's entire performance of the project described in the Agreement to which this Exhibit is attached.

Insurance Required By the County

		<u>Per occurrence*</u>	<u>Annual aggregate*</u>	
<input checked="" type="checkbox"/>	General Liability	\$1,000,000	\$1,000,000	County must be named as additional insured.
<input type="checkbox"/>	Automobile Liability	\$ _____	\$ _____	County must be named as additional insured. This insurance is required if the project involves use of any type of motor vehicle.
<input checked="" type="checkbox"/>	Sexual Misconduct Liability	\$1,000,000	\$1,000,000	County must be named as additional insured. Required if the project involves minors. <i>No minors involved.</i>
<input checked="" type="checkbox"/>	Worker's Compensation	Statutory	Statutory	Required only if charitable organization has paid employees.
<input checked="" type="checkbox"/>	Loss or damage to property or equipment constructed, acquired or improved with funds granted by COUNTY	Market value of property or equipment	Market value of property or equipment	Required only if property or equipment of substantial value is constructed, acquired or improved with funds granted by COUNTY

Insurance Recommended By the County

<input type="checkbox"/>	Directors and Officers Liability	\$1,000,000	Not Required by the County
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Certificate of Insurance

For those boxes checked that require the County be named as additional insured, please submit a copy of the insurance certificate so indicating to Michelle Aguirre, Administrative Manager II, County Executive Office, 333 W. Santa Ana Blvd., 3rd Floor, Santa Ana, CA 92701.

The County will not be obligated under or begin performance of this Agreement until the above-indicated insurance is obtained and the certificate, if required, is submitted.

*The standard required coverage is \$1,000,000.

**AMENDMENT NUMBER ONE TO AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND
GARDEN GROVE DOWNTOWN BUSINESS ASSOCIATION
TO FUND BUILDING OF AN ENTRY ARCH GATEWAY TO HISTORIC MAIN
STREET**

THIS AMENDMENT NUMBER ONE to the Agreement Between County of Orange and Garden Grove Downtown Business Association to Fund Building of an Entry Arch Gateway to Historic Main Street (hereinafter "Original Agreement") is entered into by and between the COUNTY OF ORANGE (hereinafter "COUNTY") and the Garden Grove Downtown Business Association (hereinafter "ASSOCIATION"), upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and ASSOCIATION executed an Agreement to Fund Building of an Entry Arch Gateway to Historic Main Street (hereinafter "ORIGINAL AGREEMENT") for the period of December 19, 2007 up through and including December 31, 2008;

WHEREAS, COUNTY and ASSOCIATION mutually desire to extend the term of the Agreement;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and ASSOCIATION agree as follows:

1. Page 1, Section 1, "EFFECTIVE PERIOD – TERMINATION DATE" of the Original Agreement is amended to read in its entirety as follows:

The effective period of this Agreement shall be the period beginning December 19, 2007 and ending December 31, 2009, subject to the provisions of Section 15 of this Agreement. ASSOCIATION agrees that any and all funds received under this Agreement shall be disbursed on or before December 31, 2009 and that any and all funds remaining as of January 1, 2010, which have not been disbursed shall be returned by ASSOCIATION to COUNTY. No expense of ASSOCIATION will be reimbursed by COUNTY if incurred after January 1, 2010.

2. A true and correct copy of the ORIGINAL AGREEMENT is attached hereto as Exhibit A and incorporated by this reference.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Amendment to be made to the ORIGINAL AGREEMENT to be executed.

COUNTY OF ORANGE, a subdivision of the State of California

BY: _____

TITLE: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

_____ 12-08

BY: Paula Whaley
Deputy

GARDEN GROVE DOWNTOWN BUSINESS ASSOCIATION, a California Nonprofit Corporation

BY: _____

TITLE: _____

BY: _____

TITLE: _____

I HAVE READ AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Richard F. Bloom
Chairman of the Board of Supervisors

**AGREEMENT
BETWEEN COUNTY OF ORANGE AND
GARDEN GROVE DOWNTOWN BUSINESS ASSOCIATION
TO FUND BUILDING OF AN ENTRY ARCH GATEWAY TO HISTORIC MAIN
STREET**

This Agreement to fund the building of an entry arch gateway to Historic Main Street, Garden Grove, California (hereinafter "Agreement"), is made and entered into this 18th day of December, 2007, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Garden Grove Downtown Business Association, a non-profit corporation, hereinafter referred to as "ASSOCIATION," with a place of business located at 12866 Main Street, #100, Garden Grove, California 92840. COUNTY and ASSOCIATION are sometimes referred to herein as "party" or collectively as "parties."

RECITALS

WHEREAS, COUNTY, by Minute Order dated December 18, 2007 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part of hereof as if fully set forth, has determined, pursuant to Government Code Section 26227, to expend a portion of its general funds in the amount of \$100,000 [hereinafter "the funds"] for use by ASSOCIATION between December 19, 2007 and December 31, 2008 for the building of an entry arch gateway to Historic Main Street, Garden Grove, California, hereinafter referred to as "project."

WHEREAS, said project meets the social needs of the population of Orange County.

THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

1. EFFECTIVE PERIOD – TERMINATION DATE

The effective period of this Agreement shall be the period beginning December 19, 2007 and ending December 31, 2008 subject to the provisions of Section 15 of this Agreement. ASSOCIATION agrees that the funds received under this Agreement shall be

disbursed or encumbered on or before December 31, 2008 and that any and all funds remaining as of January 1, 2009, which have not been disbursed or encumbered, shall be returned by ASSOCIATION to COUNTY. No expense of ASSOCIATION will be reimbursed by COUNTY if incurred after December 31, 2008.

2. PROJECT PROPOSAL

ASSOCIATION agrees to comply with all provisions set forth in this Agreement for use of the funds in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the COUNTY's determinations will be final and the COUNTY will control the use of the funds.

ASSOCIATION agrees that the funds will be used between December 19, 2007 and December 31, 2008 for the building of an entry arch gateway to Historic Main Street, Garden Grove, California.

Notwithstanding Section 1 herein, ASSOCIATION agrees to use any real or personal property or equipment that is constructed, acquired or improved with the funds for its entire useful life for the purposes, as described herein, for which the funds were granted to ASSOCIATION by COUNTY. ASSOCIATION agrees to notify COUNTY promptly if it ceases to use such property or equipment for the purposes described herein at any time before the end of its useful life. ASSOCIATION agrees to properly maintain, repair and keep in good working order all such property or equipment.

ASSOCIATION warrants that it will obtain and keep in full force and effect, during the term of this agreement and for the useful life of any real or personal property or equipment constructed, acquired or improved with the funds, all permits, licenses or other governmental approvals required for the project and for any services provided in or with property or equipment constructed, acquired or improved with the funds.

ASSOCIATION further agrees that lack of compliance constitutes grounds for COUNTY to pursue the remedies set forth in Section 15 of this Agreement and to reduce the level of payment that otherwise would be provided under Section 6 of the Agreement. Such reduction shall occur only as a result of action of the COUNTY Board of Supervisors. Before such reduction may be made, COUNTY shall provide ASSOCIATION with at least ten (10) days written notice of the proposed reduction and of the time and place where the Board of Supervisors shall consider the reduction.

3. MODIFICATION OF AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

ASSOCIATION agrees that its level of operation will be adequate to ensure maximum utilization by the public of the property, equipment, programs and/or services funded by this Agreement and that an opportunity to use and enjoy said property, equipment, programs and/or services shall be granted to all residents of the COUNTY on the same conditions under which the residents of the target area may use and enjoy it.

5. EVALUATION

ASSOCIATION agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate ASSOCIATION in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for an Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to ASSOCIATION upon receipt of invoice(s) from ASSOCIATION showing actual amounts expended by ASSOCIATION for the project, or ASSOCIATION may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$100,000.

7. CONFLICT OF INTEREST

ASSOCIATION agrees and understands that COUNTY's funds shall not be used by ASSOCIATION to pay or reimburse any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of ASSOCIATION.

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, ASSOCIATION shall maintain separate accounting records for all funds received from COUNTY under this Agreement. All accounting records and evidence pertaining to all costs of ASSOCIATION shall be kept available at ASSOCIATION's office or place of business

during duration of this Agreement and thereafter for a period not less than five (5) years. ASSOCIATION shall make all of its records available to COUNTY upon request during regular business hours for the purpose of evaluation or auditing and shall furnish clerical assistance for these purposes to COUNTY as required. ASSOCIATION agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event ASSOCIATION does not make its books and financial records available to COUNTY, ASSOCIATION agrees to pay all necessary and reasonable expenses, including attorney's fees, incurred by COUNTY in obtaining the records and conducting an audit or evaluation.

9. INDEMNIFICATION AND INSURANCE

ASSOCIATION 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 for 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 performance provided by ASSOCIATION pursuant to this Agreement. If judgment is entered against ASSOCIATION and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, ASSOCIATION and COUNTY agree that liability will be apportioned as determined by the court or jury.

ASSOCIATION will obtain and keep in full force and effect all insurance required by COUNTY, as indicated in Exhibit A hereto, which is incorporated herein and made a part hereof by reference. ASSOCIATION agrees that no obligation of COUNTY hereunder shall arise until ASSOCIATION has obtained the required insurance and submitted the required insurance certificates.

10. CORPORATE STATUS

If ASSOCIATION is a non-profit or public benefit corporation, it must at all times be listed as being in good standing, without suspension, by the California Secretary of State, Franchise Tax Board and Internal Revenue Service. Any change in such corporate status, or any suspension, shall be reported immediately to COUNTY.

11. INDEPENDENT CONTRACTOR

ASSOCIATION shall be considered an independent contractor and neither its employees nor subcontractors, agents or anyone else working under or on behalf of ASSOCIATION shall be considered an agent or an employee of COUNTY. Further, neither ASSOCIATION's employees nor subcontractors, agents or anyone else working under or on behalf of ASSOCIATION shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

12. ASSIGNMENT OR SUBCONTRACTING

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 Agreement nor any portion thereof may be assigned or sub-contracted by ASSOCIATION without the express written consent of COUNTY. Any attempt by ASSOCIATION to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this Agreement.

13. NON-DISCRIMINATION

ASSOCIATION shall not unlawfully discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of any applicable State or federal law or regulation, including but not limited to the federal Age Discrimination Act of 1975, Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act., the federal Civil Rights Act of 1964, Title VII of the federal Civil Rights Act of 1968, California Government Code section 11135 et seq., and the Unruh Civil Rights Act, as those acts may have been amended.

ASSOCIATION agrees that in the performance of this Agreement it will comply with all applicable requirements of California Labor Code Section 1735, California Government Code Section 12940 et seq., and federal statutes and regulations pertaining to employment discrimination, and will not engage in nor permit any subcontractor to engage in unlawful discrimination in employment of persons. This prohibition shall pertain to employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including

apprenticeship; and any other action or inaction pertaining to employment matters. ASSOCIATION acknowledges that a violation of this provision shall subject ASSOCIATION to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

14. PROHIBITION AGAINST LOBBYING

ASSOCIATION shall not use any part of the funds received under this Agreement for the purpose of lobbying or for other activities intended to influence any legislation or the outcome of any election.

15. BREACH-SANCTIONS

If, through any cause, ASSOCIATION fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if ASSOCIATION violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by ASSOCIATION, or if ASSOCIATION reports inaccurately, or if an Audit Report makes disallowances, ASSOCIATION shall promptly remedy its acts or omissions or repay COUNTY all amounts spent in violation thereof. For any such failures or violations, COUNTY shall have the right to:

- (a) Discontinue project support until such time as ASSOCIATION fulfills its obligation under this Agreement or any prior Agreement between COUNTY and ASSOCIATION;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from ASSOCIATION;
- (c) Terminate this Agreement by giving written notice to ASSOCIATION of such termination and specifying the effective date thereof.

16. SOLE AGREEMENT

This Agreement expresses all the understandings of the parties concerning all matters covered. No addition to or alteration of the terms of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement formally approved by the parties hereto. Any addition or alteration of the Agreement may be subject to approval by the COUNTY Board of Supervisors.

17. GOVERNING LAW AND VENUE

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

18. NOTICES

Where required to be given under this Agreement, notices shall be in writing and deemed given when transmitted by e-mail or delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

COUNTY: County Executive Office
County of Orange
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701-4062
Attn: Michelle Aguirre

ASSOCIATION: Garden Grove Downtown Business Association
12866 Main Street, #100
Garden Grove, CA 92840
Attn: Scott Weimer

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IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date first above written.

COUNTY OF ORANGE, a subdivision of the State of California

DATE: 2-14-08

BY: *John M. ...*
CHAIRMAN, BOARD OF SUPERVISORS

TITLE: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DATE: 12/17/07

BY: *Bubba ...*
Deputy

GARDEN GROVE DOWNTOWN BUSINESS
ASSOCIATION, a California Nonprofit Corporation

DATE: 1-21-08

BY: *Scott ...*

TITLE: PRESIDENT

DATE: 1-21-08

BY: *June ...*

TITLE: Secretary

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD



Darlene J. Bloom
Darlene J. Bloom
Clerk of the Board of Supervisors

**CHARITABLE ORGANIZATION
INSURANCE REQUIREMENTS**

NAME OF CHARITABLE ORGANIZATION: Garden Grove Downtown Business Association

TERM OF AGREEMENT: From December 19, 2007 To December 31, 2007

The County of Orange requires charitable organizations using County funds, staff, property or resources to carry insurance that protects the County in case of litigation. In addition, the County encourages charitable organizations to carry adequate insurance to protect themselves. The County requires the above-named charitable organization to carry insurance that is acceptable to the County, as indicated below, covering the charitable organization's entire performance of the project described in the Agreement to which this Exhibit is attached.

Insurance Required By the County

		<u>Per occurrence*</u>	<u>Annual aggregate*</u>	
<input checked="" type="checkbox"/>	General Liability	\$1,000,000	\$1,000,000	County must be named as additional insured.
<input type="checkbox"/>	Automobile Liability	\$ _____	\$ _____	County must be named as additional insured. This insurance is required if the project involves use of any type of motor vehicle.
<input type="checkbox"/>	Sexual Misconduct Liability	\$1,000,000	\$1,000,000	County must be named as additional insured. Required if the project involves minors.
<input checked="" type="checkbox"/>	Worker's Compensation	Statutory	Statutory	Required only if charitable organization has paid employees.
<input checked="" type="checkbox"/>	Loss or damage to property or equipment constructed, acquired or improved with funds granted by COUNTY	Market value of property or equipment	Market value of property or equipment	Required only if property or equipment of substantial value is constructed, acquired or improved with funds granted by COUNTY

Insurance Recommended By the County

<input type="checkbox"/>	Directors and Officers Liability	\$1,000,000	Not Required by the County
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Certificate of Insurance

For those boxes checked that require the County be named as additional insured, please submit a copy of the insurance certificate so indicating to Michelle Aguirre, Administrative Manager II, County Executive Office, 333 W. Santa Ana Blvd., 3rd Floor, Santa Ana, CA 92701.

The County will not be obligated under or begin performance of this Agreement until the above-indicated insurance is obtained and the certificate, if required, is submitted.

*The standard required coverage is \$1,000,000.

**AMENDMENT NUMBER ONE TO AGREEMENT TO FUND
JEROME CENTER PARK PROJECT
BETWEEN THE COUNTY OF ORANGE AND
THE CITY OF SANTA ANA**

THIS AMENDMENT NUMBER ONE to the Agreement to Fund Jerome Center Park Project (hereinafter "Original Agreement") is entered into by and between the COUNTY OF ORANGE (hereinafter "COUNTY") and the CITY OF SANTA ANA (hereinafter "CITY"), upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and CITY executed an Agreement to Fund Jerome Center Park Project (hereinafter "ORIGINAL AGREEMENT") for the period of October 17, 2007 up through and including December 31, 2008;

WHEREAS, COUNTY and CITY mutually desire to extend the term of the Agreement;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CITY agree as follows:

1. Page 1, Section 1, "EFFECTIVE PERIOD – TERMINATION DATE" of the Original Agreement is amended to read in its entirety as follows:

The effective period of this Agreement shall be the period beginning October 17, 2007 and ending December 31, 2009, subject to the provisions of Section 15 of this Agreement. CITY agrees that any and all funds received under this Agreement shall be disbursed on or before December 31, 2009 and that any and all funds remaining as of January 1, 2010, which have not been disbursed shall be returned by CITY to COUNTY. No expense of CITY will be reimbursed by COUNTY if incurred after January 1, 2010.

2. A true and correct copy of the ORIGINAL AGREEMENT is attached hereto as Exhibit A and incorporated by this reference.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Amendment Number One to the ORIGINAL AGREEMENT to be executed.

COUNTY OF ORANGE, a subdivision of the State of California

DATE: _____

BY: _____

TITLE: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DATE: 11-12-08

BY: Paula Whaley
Deputy

CITY OF SANTA ANA

DATE: _____

BY: _____
DAVID N. REAM, City Manager

APPROVED AS TO FORM:

ATTEST:

JOSEPH W. FLETCHER
City Attorney

BY: _____
PATRICIA E. HEALY
Clerk of the Council

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD

Darlene J. Bloom
Clerk of the Board of Supervisors

AGREEMENT TO FUND JEROME CENTER PARK PROJECT

This Agreement for the Jerome Center Park capital improvement project (hereinafter "Agreement"), made and entered into this 7th day of January, 2008, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Santa Ana, hereinafter referred to as "CITY," with a place of business located at 20 Civic Center Plaza, Santa Ana, California 92702 with COUNTY and CITY sometimes referred to herein as "party" or collectively as "parties."

RECITALS

WHEREAS, COUNTY, by Minute Order dated June 26, 2007 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part of hereof as if fully set forth, has appropriated, pursuant to Government Code Section 26227 a portion of its general funds in the amount of \$100,000 available for contribution to CITY toward the completion of capital improvements at Jerome Center Park hereinafter referred to as "project."

THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

1. EFFECTIVE PERIOD – TERMINATION DATE

The effective period of this Agreement shall be the period beginning October 17, 2007 and ending December 31, 2008 subject to the provisions of Section 15 of this Agreement. CITY agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before December 31, 2008 and that any and all funds remaining as of January 1, 2009, which have not been disbursed or encumbered shall be returned by CITY to COUNTY. No expense of CITY will be reimbursed by COUNTY if incurred after December 31, 2008.

2. PROJECT PROPOSAL

CITY agrees to comply with all provisions set forth in this Agreement for use of the funds in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the COUNTY will be the controlling body.

CITY agrees that funds will be used toward completion of capital improvement projects at Jerome Center Park, Santa Ana, California. Capital improvement projects may include bringing the facility up to current building, safety and Americans with Disabilities (ADA) codes; addressing inadequate lighting, heating, ventilation and air conditioning issues; renovation of the electrical system, front entry, kitchen, restroom, and shower/locker rooms; exterior door replacement; renovation of the gymnasium including replacement of the floor; exterior/interior painting; new flooring and ceiling throughout; re-roofing the entire building; and replacement of playground equipment.

CITY further agrees that lack of compliance, in addition to those remedies set forth in Section 15 of this Agreement, constitutes grounds for COUNTY to reduce the level of payment otherwise provided under Section 6 of the Agreement. Such reduction shall occur only as a result of action of the COUNTY Board of Supervisors. Before such reduction may be made, COUNTY shall provide CITY with at least ten (10) days written notice of the proposed reduction and of the time and place where the Board of Supervisors shall consider the reduction.

3. MODIFICATION OF AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

CITY agrees that maximum utilization of the grant will be provided for and use of the project shall be granted to all residents of the COUNTY on the same conditions that the residents of the target area use the project.

5. EVALUATION

CITY agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate CITY in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for a Performance Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to CITY upon receipt of invoice(s) from CITY showing actual amounts expended by CITY for project, or CITY may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$100,000.

7. CONFLICT OF INTEREST

CITY agrees and understands that COUNTY's funds shall not be used by CITY to pay or reimburse any staff person or consultant who is a member or officer of the City Council or other official governing body of CITY.

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, CITY shall maintain separate accounting records for all funds received from COUNTY under this Agreement. All accounting records and evidence pertaining to all costs of CITY shall be kept available at CITY's office or place of business during duration of this Agreement and thereafter for a period not less than five (5) years. CITY shall make all of its records available to COUNTY upon request during regular business hours for the purpose of evaluation or auditing and shall furnish clerical assistance for these purposes to COUNTY as required. CITY agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event CITY does not make its books and financial records available to COUNTY, CITY agrees to pay all necessary and reasonable expenses, including attorney's fees, incurred by COUNTY in obtaining the records and conducting an audit or evaluation.

9. INDEMNIFICATION

CITY 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 performance provided by CITY pursuant to this Agreement. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court or jury.

10. CORPORATE STATUS

If CITY is a non-profit or public benefit corporation, it must at all times be listed as being in good standing, without suspension, by the California Secretary of State, Franchise Tax Board and Internal Revenue Service. Any change in such corporate status, or any suspension, shall be reported immediately to COUNTY.

11. INDEPENDENT CONTRACTOR

CITY shall be considered an independent contractor and neither its employees nor subcontractors, agents or anyone else working under or on behalf of CITY shall be considered an

agent or an employee of COUNTY. Further, neither CITY's employees nor subcontractors, agents or anyone else working under or on behalf of CITY shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

12. ASSIGNMENT OR SUBCONTRACTING

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 Agreement nor any portion thereof may be assigned or sub-contracted by CITY without the express written consent of COUNTY. Any attempt by CITY to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this Agreement.

13. NON-DISCRIMINATION

In the performance of this Agreement, CITY agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractor 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. CITY acknowledges that a violation of this provision shall subject CITY to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

14. PROHIBITION AGAINST LOBBYING

CITY shall not use any part of the funds received under this Agreement for the purpose of lobbying or for other activities intended to influence any legislation or the outcome of any election.

15. BREACH-SANCTIONS

If, through any cause, CITY fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if CITY violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by CITY, or if CITY reports inaccurately, or if an Audit Report makes disallowances, CITY shall promptly remedy its acts or omissions or repay COUNTY all amounts spent in violation thereof. For any such failures or violations, COUNTY shall have the right to:

- (a) Discontinue project support until such time as CITY fulfills its obligation under this Agreement or any prior Agreement between COUNTY and CITY;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from CITY;
- (c) Terminate this Agreement by giving written notice to CITY of such termination and specifying the effective date thereof.

16. SOLE AGREEMENT

This Agreement expresses all the understandings of the parties concerning all matters covered. No addition to or alteration of the terms of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement formally approved by the parties hereto. Any addition or alteration of the Agreement may be subject to approval by the COUNTY Board of Supervisors.

17. GOVERNING LAW AND VENUE

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

18. NOTICES

Where required to be given under this Agreement, notices shall be in writing and deemed given when transmitted by e-mail or delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

COUNTY: County Executive Office
County of Orange
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701-4062
Attn: Michelle Aguirre

CITY: City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
Attn: David Ream, City Manager

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date first above written.

COUNTY OF ORANGE, a subdivision of the State of California

DATE: 10-30-07

BY: *John M. ...*

TITLE: CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DATE: 10-9-07

BY: *[Signature]*
Deputy

CITY OF SANTA ANA

DATE: _____

BY: *David N. Ream*
DAVID N. REAM
City Manager

APPROVED AS TO FORM:

ATTEST:

Joseph W. Fletcher
JOSEPH W. FLETCHER
City Attorney

BY: *Patricia E. Healy*
PATRICIA E. HEALY
Clerk of the Council

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



Darlene J. Bloom
Darlene J. Bloom
Clerk of the Board of Supervisors